



**Tuesday, January 19, 2016
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Approval of Minutes

Minutes of December 21, 2015 City Council Meeting

III. Unfinished Business

IV. New Business

1. Proclamations and Recognitions
2. Ordinance Amending City Code Chapter 6 - City Council
3. Resolution Authorizing Consulting Services Agreement - Ann L. Schneider and Associates, LLC
4. Resolution Authorizing Intergovernmental Agreement City of Decatur, Illinois - County of Macon
5. Ordinance Appropriating Additional Funds for Certain Departmental and Civil City Operations in Fiscal Year Ending December 31, 2015
6. Resolution Authorizing A Project Manual Contract With DN Tanks, Inc. For William Street And South Water Treatment Plant Reservoir Rehabilitation
7. Ordinance Rezoning Property R-3 Single Family Residence District to B-1 Neighborhood Shopping District 1402 and 1412 East Hickory Street
8. Resolution Authorizing Redevelopment Agreement FirsTech, Inc.
9. 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. Resolution Repealing Resolution No. 37884 - Investment Advisory Committee
 - C. Ordinance Repealing City Code Chapter 44.1 Fire Rescue and Response Advisory Board
 - D. Ordinance Repealing Ordinance No. 5420 - Landmark Mall Maintenance Committee

10. 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.

11. Other Business

V. Recess to Study Session

Review and Setting of Council Goals

VI. Adjournment

Council Information - Letter Concerning City Funding to Various Entities within the City of Decatur for Calendar Year 2016

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

December 2015 Monthly Reports

CITY COUNCIL MINUTES
Monday, December 21, 2015

On Monday, December 21, 2015, 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 Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Pat McDaniel. Councilman Dana Ray was absent. Six members present; one member absent. 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.

The minutes of December 3, 2015 Special City Council meeting and December 7, 2015 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Lisa Gregory, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

This being the time set aside for Proclamations and Recognitions and there being none; Mayor Julie Moore Wolfe asked Sue Lawson with the Coalition of Neighborhood Organizations to the podium to give a presentation. Sue Lawson gave a summary of the 2015 Coalition of Neighborhood Organizations events held and thanked the Council for their support and participation.

2015-69 Ordinance Levying Property Taxes for the City of Decatur for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City of Fiscal Year Ending December 31, 2016.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel. City Manager Tim Gleason explained this Ordinance is the approval component of the property tax increase.

Comments from citizens:

Sherry Procarione expressed the focus should be to grow the economy and cut taxes and spending.

Carla Brinkoetter is concerned about the impact tax increases will have on the ability of citizens to buy and sell their homes. She asked Council to give the citizens some hope in something that is tangible.

Daniel Ray Pickrel asked Council to mentor youth and get youth involved in their neighborhoods.

Comments from Council:

Councilman Pat McDaniel read a statement he prepared regarding the City's budget. He assured citizens he had heard their concerns about raising taxes and fees and he will be extremely cautious in the future in raising revenue enhancements.

Councilman Bill Faber read a statement he prepared about tax increases. He would like to have further discussions about other solutions to raise revenue.

Councilman Bill Faber is opposed to the raising of property taxes because it hurts the senior citizens.

Councilman Chris Funk has encouraged City management to look for ways to reduce expenses and automate functions.

Councilman Jerry Dawson said he would not be in favor of any more new taxes in the future. As expenses rise the City will have to cut internally.

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

2015-70 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2008 Series Bonds

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Gregory. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2015-71 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series B Bonds

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2015-72 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2015-73 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2015-74 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Gregory. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2015-75 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Gregory. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2015-137 Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to the Decatur Public Transit System Fund.

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

City Manager Tim Gleason explained that, if approved, this is an interfund cash advance coming out of the Water Fund in the range of \$200,000 to \$250,000. The reason for the request is because of the lack of funding coming from the Illinois Department of Transportation (IDOT) to fund the City's Transit Department. The Water Fund will be reimbursed once the City's receives those funds from IDOT.

Councilman Chris Funk asked if there was any possibility that the City would not receive the funds from IDOT. City Manager Tim Gleason said there is always that possibility but he thought it was unlikely. Councilman Lisa Gregory stated that the action the Council is taking on this agenda item is due to the lack of a State budget.

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

2015-76 Ordinance Appropriating Additional Funds for Certain Departmental and City Service Operations in the Fiscal Year Ending December 31, 2015.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Gregory.

City Manager Tim Gleason explained the Ordinance is to appropriate additional non-general fund monies for different City services. Councilman Bill Faber requested an explanation of what it meant under the East Gate TIF where it states the developer payment is greater than planned. Finance Director Gregg Zientara explained the developers of the TIF would get incremental property repaid to them. At the time the City did the budget, the City underestimated what the property tax revenues would be that the City would get in the TIF Districts, therefore, the City underestimated the amount of the developer payments the City would have to make. Councilman Chris Funk asked if the City had any discretion to not appropriate these funds. Finance Director Gregg Zientara stated the City is obligated to make the payments to the developers.

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

Mayor Julie Moore Wolfe announced Item 12, Ordinance Amending Zoning Ordinance Section XXIV. Off-Street Parking and Loading Requirements, had been pulled from the agenda.

2015-77 Ordinance Rezoning Property M-1 Intense Commercial/Light Industrial District to B-2 Commercial District 2800 North Water Street.

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

City Manager Tim Gleason shared the location is North Gate Mall. The zoning request would make the entire site B-2 Commercial. When reviewing the site, it was discovered that there are two different zoning districts on site. Many of the parcels along

Pershing Road are zoned M-1 and the City will be returning with additional requests along this corridor to B-2.

Councilman Pat McDaniel asked if there were restrictions as to what could go in the area. City Manager Tim Gleason said there are primarily restrictions to retail opportunities. Assistant City Manager Billy Tyus explained B-2 Commercial Districts are primarily retail and commercially driven. Councilman Pat McDaniel inquired about the U-Haul trucks that are parked at North Gate Mall. Assistant City Manager Billy Tyus said there are two different issues going on there. The land use and zoning issue and the issue of a potential tenant that has purchased the site. The City will be meeting with the tenant in the future. Councilman Jerry Dawson asked if this is going to be a legal problem for the City since it has already been purchased. Assistant City Manager Billy Tyus said when the site was purchased the uses being contemplated by the current buyer were not allowed at that point and the buyer was aware. City Manager Tim Gleason said even if the City had not brought forward the request to rezone to B-2, U-Haul is still not in compliance with the permitted use under M-1 and B-2. Councilman Chris Funk asked if someone bought this parcel in good faith based on the zoning the City's has and is the City changing it without discussion with the tenant. City Manager Tim Gleason said there had been several communications between staff and the property owner. Councilman Chris Funk had concerns about the timing of the rezoning request.

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

2015-78 Ordinance Rezoning Property R-1 Single Family Residence District to M-1 Intense Commercial/Light District 5285 East Maryland Street.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Gregory.

Councilman Chris Funk said he would abstain from the vote due to his professional relationship with his employer.

Councilman Bill Faber inquired about the Comprehensive Plan showing retail but staff is of the opinion that M-1 will not alter the general character of the area. Assistant City Manager Billy Tyus said the Comprehensive Plan is one of the items the staff considers when making a recommendation.

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

R2015-138 Resolution Authorizing Redevelopment Agreement Pace Hospitality LLC.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Lisa Gregory.

Councilman Pat McDaniel explained that he would not vote in favor of the Resolution because of the City giving the developer back five years of sales tax.

Councilman Bill Faber shared it is pretty clear that the development of hotels, restaurants, and retail do not stimulate economic growth. So if the City's purpose in

giving up tax dollars is to stimulate economic growth this is not a policy for effective growth.

Councilman Jerry Dawson said the City is getting a restaurant which would bring additional food and beverage tax dollars to help pay the City's bills.

Mayor Julie Moore Wolfe said that the Council cannot continue to turn away any kind of tax money that is going to come to the City. This is an opportunity to bring business that will generate revenue.

On call of the roll, Councilmen Jerry Dawson, Chris Funk, Lisa Gregory, and Mayor Julie Moore Wolfe voted aye. Councilmen Bill Faber and Pat McDaniel voted nay. Four ayes and two nays. Mayor Julie Moore Wolfe declared the motion carried.

R2015-139 Resolution Receiving and Filing Proposed Redevelopment Agreement FirstTech, Inc.

City Manager Tim Gleason shared this is a retention effort for the City of Decatur. FirstTech was considering relocating to Champaign / Urbana and St. Louis.

Councilman Chris Funk said he would abstain from the vote because the company is a competitor of his employer.

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

R2015-140 Resolution Authorizing Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation – City Project 2013-14 Great Lakes Dredge & Dock Company Contract Pay Item Increase.

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

Councilman Tim Gleason explained that when Council approved the contract the Council set a very restrictive change order dollar amount of about \$250,000. Staff is requesting to increase the Change Order amount to a \$500,000 limit.

Councilman Jerry Dawson inquired about the additional dollars for mowing. Water Management Director Keith Alexander explained that the original contract called for mowing twice per year at the sediment storage basin. The Sediment Storage Site Maintenance Committee desired that the City mow that site every month. Councilman Jerry Dawson inquired about the additional tree removal work. Water Management Director Keith Alexander explained during the time it took to write the specifications the trees actually grew larger in diameter. Councilman Jerry Dawson thought the treatment for Zinc removal should have been anticipated. Water Management Director Keith Alexander explained this is an IEPA requirement. Councilman Jerry Dawson asked for an explanation regarding the channel improvements to the west swale. Water Management Director Keith Alexander said the volume and velocity of water back to the lake was higher than the engineering consultants originally anticipated so the channel had to be hardened and armored so it didn't erode as it went back to the lake. Mayor Julie Moore Wolfe asked why the change order budget was set so low in the beginning. Mr. Alexander expressed the City wanted to let the contractors know that the City desired to keep the number of Change Orders and the costs of those Change Orders as low as possible. Councilman Pat McDaniel asked if the City should go back on the consultant engineers and make them pay. Mr. Alexander explained his

recommendation would be no, because there are going to be a lot of opportunities for things to develop that are unforeseen. Mr. Alexander explained what the GO Fabric installation was. Mr. Alexander addressed questions Councilman Chris Funk had regarding the contract costs.

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

R2015-141 Resolution Authorizing Change Order #1 to the Professional Services Agreement with Tele Scan, Inc. for Manhole Inspection Services, City Project 2014-16.

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

City Manager Tim Gleason explained the Change Order is a no cost request. The request is to extend the time to complete the work.

Russell Shulke thanked the City for going local with the contract.

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

R2015-142 Resolution Authorizing an Agreement with Tele Scan, Inc. for the Annual Sewer Televising Program, City Project 2016-19.

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

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

R2015-143 Resolution Accepting the Bid of VCNA Prairie, Inc. for the Purchase of Portland Cement Concrete.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Lisa Gregory.

Councilman Jerry Dawson asked if the City Manager knew how many people were employed at the Decatur plant. Public Works Director Rick Marley informed Council the plant is located on East McKinley and they have a significant local presence. Councilman Bill Faber said it was his understanding that company was headquartered in Bridgeport, Illinois whereas the other two bidders are here in Decatur. Local presence is what the Council is trying to encourage here.

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

2015-79 Ordinance Annexing Territory – 2412 Sands Drive.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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. The Clerk read Items A - B:

A. Receiving and Filing of Minutes of Boards.

B. R2015-144 Resolution Authorizing Expenditure of Funds – Motorola System/Service Upgrade Agreement

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

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

James Taylor would like to see a hotel built in downtown Decatur.

Sherry Procarione didn't think the City should give any tax abatements.

Russell Shulke read a statement he prepared about various City projects.

Mayor Julie Moore Wolfe called for Other Business. Mayor Julie Moore Wolfe announced there would be no Council meeting on Monday, January 4, 2016. Council will be meeting on Tuesday, January 19, 2016. Mayor has called a Goal Setting Session for the meeting on January 19, 2016.

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

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

Finance Director Gregg Zientara reported that the City's financial position remains stable but delicate. The General Fund cash position is \$3 million at the end of November 2015. The City has received disbursements from the State.

Mayor Julie Moore Wolfe called for Recess to Closed Executive Session for the Purpose of a Discussion Regarding the Purchase or Lease of Real Property for the Use of the Public Body.

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

Council went into Closed Executive Session at 7:15 p.m.

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 Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:26 p.m.

Approved _____
Debra G. Bright
City Clerk

Legal Department

DATE: 1/7/2016

MEMO: 2016-02

TO: City Council

FROM: Mayor Julie Moore Wolfe

SUBJECT: City Code Chapter 6

SUMMARY RECOMMENDATION: See attached explanatory memorandum.

ATTACHMENTS:

Description	Type
cover memo	Cover Memo
Ordinance Amending City Code Chapter 6 - City Council	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Legal Department	Bright, Debbie	Approved	1/14/2016 - 1:01 PM

CITY COUNCIL MEMORANDUM

NO. 2016-

TO: City Council
FROM: Mayor Moore-Wolfe
DATE: January 7, 2016
SUBJECT: Chapter 6 Amendment

As a Council, we are always looking at ways to be as efficient as possible at our Council meetings while still maintaining our effectiveness. Many have expressed a desire to seek ways to improve on those and provide for a more deliberative process for Council to discuss items and issues we are tasked with acting on.

Chapter 6 of the City Code sets forth the Order of Business for our Council meetings. Appearance of Citizens is currently near the bottom of the Agenda. The Amendment presented tonight would place Appearance of Citizens at the beginning of the meeting.

It is vitally important that we hear from our citizens and the public. This change will allow persons to address Council on any item of interest to them including items on the Agenda. They will not have to address Council multiple times if they have more than one issue they are interested in and would also allow them to address Council on items not on the Agenda at the same time. There are often occasions where citizens wishing to address Council are unable to because of the length of time they have to wait to do so and we miss the opportunity to learn of their concerns.

This change will hopefully lead to a better opportunity for Council to engage in a truly deliberate discussion and process while still seeking public opinion and allowing public comments.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
CHAPTER 6 - CITY COUNCIL**

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

Section 5. That Chapter 6 of the City Code of the City of Decatur be, and the same is hereby, amended and modified at Section 5 thereof, so that said Section 5 as amended, shall provide as follows:

5. ORDER OF BUSINESS. The following shall be the Order of Business for the regular meetings of the Council:

- (a) Call to Order
- (b) Roll Call
- (c) Appearance of Citizens
- (d) Minutes of Previous Meetings
- (e) Unfinished Business
- (f) New Business
- (g) Other Business
- (h) Adjournment

The order of business may be changed or varied upon the vote of a majority of the Council present. (Amended, Ordinance 2009-39, May 18, 2009)

PRESENTED, PASSED, APPROVED AND RECORDED this ____ day of January, 2016.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 6 - CITY COUNCIL

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

Section 5. That Chapter 6 of the City Code of the City of Decatur be, and the same is hereby, amended and modified at Section 5 thereof, so that said Section 5 as amended, shall provide as follows:

5. **ORDER OF BUSINESS.** The following shall be the Order of Business for the regular meetings of the Council:

- (a) Call to Order
- (b) Roll Call
- (c) Appearance of Citizens
- ~~(c) Minutes of Previous Meetings~~
- ~~(d) Minutes of Previous Meetings~~
- ~~(d) Unfinished Business~~
- ~~(e) Unfinished Business~~
- ~~(e) New Business~~
- ~~(f) New Business~~
- ~~(f) Appearance of Citizens~~
- (g) Other Business
- (h) Adjournment

The order of business may be changed or varied upon the vote of a majority of the Council present. (Amended, Ordinance 2009-39, May 18, 2009)

PRESENTED, PASSED, APPROVED AND RECORDED this ____ day of January, 2016.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

CITY CLERK

Legal Department

DATE: 1/19/2016

MEMO: 2016-03

TO: Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager

SUBJECT: Consulting Services Agreement for Transportation Improvement

SUMMARY RECOMMENDATION: See attached explanatory memorandum.

ATTACHMENTS:

Description	Type
COVER MEMO	Cover Memo
RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT SCHNEIDER	Resolution Letter
CONSULTING AGREEMENT SCHNEIDER TRANSPORTATION	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Legal Department	Bright, Debbie	Approved	1/14/2016 - 3:10 PM

CITY COUNCIL MEMORANDUM

NO. 2016-03

TO: Mayor Moore Wolfe
City Council

FROM: Tim Gleason, City Manager

DATE: January 19, 2016

SUBJECT: Consulting Services Agreement for Transportation Improvement

On the Agenda for the January 19, 2016 Council meeting is a Resolution seeking adoption of a Consulting Services Agreement with Ann L. Schneider LLC to provide services related to the City's transportation goals.

The Agreement will specifically require the consultant to advise the City on effectively accomplishing the transportation improvement goals of the City as well as Macon County on various projects including the Southeast Beltway, seek federal and state funding opportunities for the various projects and coordinate and package those opportunities and requests, coordinate and intervene as needed for the various projects and tasks, assist in developing and advising a Decatur Macon County Freight Advisory Council, advise the City on resolving transportation issue and assist in building consensus with involved and affected parties on our transportation goals.

The Agreement is a one (1) year Agreement with an additional year automatic renewal period with an annual cost of Sixty Thousand Dollars (\$60,000.00) per year. It also provides for payment of extraordinary costs and expenses if the City approves. Macon County is considering, or as of the date of our Council meeting may have already considered, the payment of one-half of these costs. A Resolution approving an Intergovernmental Agreement with Macon County is also on the Agenda for the Council meeting on January 19, 2016.

I believe that this Agreement will provide great service in moving our transportation related goals ahead and recommend approval.

RESOLUTION NO. R2016-_____

**RESOLUTION AUTHORIZING
CONSULTING SERVICES AGREEMENT
-ANN L. SCHNEIDER AND ASSOCIATES, LLC-**

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

Section 1. That the Agreement presented to the Council herewith, by and between THE CITY OF DECATUR ILLINOIS and ANN L SCHNEIDER AND ASSOCIATES LLC, regarding consulting services be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 19th day of January, 2016.

JULIE MOORE-WOLFE
MAYOR

ATTEST:

DEBRA G. BRIGHT
CITY CLERK

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of _____, 2016 by and between **the City of Decatur Illinois**, an Illinois municipality (hereinafter called “City”) with its offices located at 1 Gary K Anderson Plaza, Decatur, Illinois 62523 and **Ann L. Schneider and Associates LLC** (hereinafter called “ALSA”) with its offices located at 17843 Lebanon Cemetery Rd., Petersburg, Illinois 62675.

WITNESSETH:

WHEREAS, City wishes to retain ALSA to furnish certain consulting services (hereinafter more particularly described), which ALSA is qualified to perform on behalf of The City in the State of Illinois; and

WHEREAS, ALSA is willing to render such services,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

- (a) This agreement shall be effective as of the date it is entered into as set forth above and shall continue in full force and effect for one (1) year with an additional one (1) year automatic renewal period.
- (b) Subject to thirty (30) days written notice, agreement may be terminated for any reason by either party.
- (c) Payment received from City for work performed after the terms stated in Section 1(a) will continue this agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) The City hereby retains ALSA and ALSA hereby undertakes to exercise its best efforts to protect and promote the goals, reputation and interests of City in performing consulting services (hereby called “Services”). Such services shall include, but not be limited to, the following:
 - i. Advise on accomplishing the transportation improvement goals of the City and Macon County including the Southeast Beltway;
 - ii. Advise on federal funding opportunities including FAST Act competitive grants, Transportation Generating Economic Recovery (TIGER) grants, Surface Transportation Program, Highway Safety Improvement and monitoring other notices of funding availability (NOFA) for the Southeast Beltway and other related transportation projects;
 - iii. Advise on state infrastructure funding opportunities including Economic Development Program (EDP), Truck Access Route Program (TARP)

funding, rail freight funding and monitoring and accessing other opportunities;

- iv. Reviewing and advising how to package infrastructure funding and financing requests to public sector officials to maximize consideration;
 - v. Project coordination, oversight and intervention as needed;
 - vi. Assistance developing and advising a Decatur Macon County Freight Advisory Council, as directed;
 - vii. Serve as a transportation improvement project manager to: 1) assist in project prioritization, 2) support development and evaluation of funding/financing alternatives, 3) provide procurement assistance for financial advisors as needed, and 4) other assistance as directed;
 - viii. Develop opportunities for state and federal investments into key infrastructure projects, including the Southeast Beltway;
 - ix. Review and support for funding applications for any of the above programs;
 - x. Advise and counsel City on transportation issues resolution; and,
 - xi. Consensus building to accomplish transportation goals, including the Southeast Beltway.
- (b) ALSA shall provide the City, through the City Manager, with written reports on its activities under this agreement on a monthly basis, or as agreed to by ALSA and the City.
- (c) ALSA shall maintain close liaison and frequent communication with the authorized City Manager.

3. Compensation

- (a) In consideration of ALSA's rendering of Services, the City shall pay ALSA an annual retainer of Sixty Thousand Dollars (\$60,000.00) payable in monthly payments of \$5,000.00 to begin within 30 days from the acceptance date of this agreement by both the City and ALSA. Electronic invoices will be emailed the first of each month to the City Manager
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If ALSA determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to the City and prior written approval obtained from the City Manager, Client shall reimburse ALSA for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of the City and those of ALSA, ALSA agrees, if so directed by the City, to promptly refrain from performing Services with respect to such area of conflicting interest. ALSA agrees that the City shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to ALSA if, in City's sole judgment and upon reasonable basis and belief, ALSA's representation of its other clients conflicts with the best interests of the City.

5. Authorized Representative

For the purpose of this agreement, the City's authorized representative shall be the City Manager. The City may designate from time to time additional representatives or substitute authorized representatives by written notice to ALSA. ALSA's primary contact will be Ann L. Schneider, 217-622-0693 – annschneider100@gmail.com.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

7. Indemnification

- (a) ALSA will assume full responsibility for and shall indemnify and hold harmless the City and its officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of ALSA or any breach by ALSA of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless ALSA and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of the City or any breach by the City of any of the terms and provisions of this Agreement.

8. Confidentiality

ALSA agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the City or otherwise required by law, any confidential information obtained concerning the business and operations of the City, as well as confidential information developed by ALSA in rendering services. Should any of this information be made available in the public domain,

by the City or by third parties, ALSA shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

ALSA is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Ann L. Schneider
Ann L. Schneider and Associates LLC
17843 Lebanon Cemetery Rd.
Petersburg, IL 62675
Phone: 217.622.0693
eMail: Ann@ALSchneider.net or
AnnSchneider100@gmail.com
EIN # 47-1672872

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

11. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Ann L. Schneider and Associates LLC

By _____
Ann L. Schneider, President

The City of Decatur

By _____
Tim Gleason, City Manager

Legal Department

DATE: 1/14/2016

MEMO: 2016-04

TO: Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager

SUBJECT: Intergovernmental Agreement with Macon County for Transportation Improvement

SUMMARY RECOMMENDATION:

On the Agenda for the January 19, 2016 Council meeting is a Resolution seeking adoption of an Intergovernmental Agreement with Macon County related to the sharing of the costs of the Consulting Services Agreement with Ann L. Schneider LLC Council is being asked to approve related to the City's transportation goals. The City and County have mutual transportation needs and goals and the Intergovernmental Agreement will promote those needs and goals and promote efficiency and economy in meeting those for our residents.

This Agreement provides that if the Council approves the Consulting Services Agreement, Macon County will agree to share the costs associated with that Agreement equally with the City.

The Agreement is a one (1) year Agreement with an additional year automatic renewal period. It also provides for payment of half of the extraordinary costs and expenses if the City and County both approve of such.

I believe that this Agreement will provide great service in moving our transportation related goals ahead and recommend approval.

ATTACHMENTS:

Description	Type
Resolutaiton Authorizing IGA Agreement	Resolution Letter
IGA City-County Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Legal Department	Bright, Debbie	Approved	1/14/2016 - 3:10 PM

RESOLUTION NO. R2016 _____

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
-CITY OF DECATUR ILLINOIS-
-COUNTY OF MACON-**

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

Section 1. That the Intergovernmental Agreement presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND THE COUNTY OF MACON, whereby they may share services and expenses, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 19th day of January, 2016.

JULIE MOORE-WOLFE
MAYOR

ATTEST:

DEBRA G. BRIGHT
CITY CLERK

AGREEMENT

WHEREAS, the City of Decatur, Illinois (“City”) and the County of Macon (“County”) are units of local government as defined by Article VII of the Constitution of the State of Illinois, and public agencies, as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may share services and expenses; and,

WHEREAS, the City and the County have transportation needs and goals including the improvement of such for their residents, businesses and visitors; and,

WHEREAS, the City and the County desire to seek and utilize funding opportunities from alternate sources; and,

WHEREAS, the City is negotiating a Consulting Services Agreement with Ann L. Schneider and Associates LLC (“ALSA Agreement”) to provide services relating to the transportation needs and goals of the City and the County; and,

WHEREAS, the City and the County desire to share the expenses in the pursuit of their transportation needs and goals; and,

WHEREAS, the City and the County agree that the following terms and conditions will promote efficiency and economy in the goals of the City and the County.

NOW, THEREFORE, in consideration of the following provisions, the City and the County agree as follows:

1. **CONSULTING SERVICES.** The City shall negotiate a Consulting Services Agreement (“ALSA Agreement”) with Ann L. Schneider and Associates LLC (“ALSA”) to furnish certain consulting services related to the transportation needs and goals of the parties including but not limited to:

A. Advising on accomplishing the transportation improvement goals of the City and County;

B. Advising on federal funding opportunities and state infrastructure funding opportunities and the packaging of said opportunities to maximize consideration and developing opportunities for state and federal investments into key infrastructure projects;

C. Serving as a transportation improvement project manager to assist in project prioritization, development and evaluation of funding and financing alternatives and procurement assistance for financial advisors as needed.

2. COSTS. The ALSA Agreement shall be negotiated for a maximum annual retainer of Sixty Thousand Dollars (\$60,000.00). The County agrees to reimburse the City for one-half of the retainer pursuant to this Agreement. The County agrees to pay its half within thirty (30) days from the acceptance of this Agreement by both the City and the County and acceptance of the ALSA Agreement by the parties.

3. EXTRAORDINARY COSTS. The City and County recognize that the retainer amount set forth above includes ordinary costs and expenses. If extraordinary costs and expenses need to be incurred and are approved pursuant to the terms of the ALSA Agreement, the County shall reimburse the City for one-half of those extraordinary costs and expenses subject to the City first providing written notice to the County of the proposed extraordinary costs and expenses and the County's approval of said costs and expenses.

4. TERMS. This Agreement shall be effective as of the date it is entered into and shall continue in full force and effect for one (1) year with an additional one (1) year automatic renewal period.

5. TERMINATION. This Agreement shall terminate if the ALSA Agreement between the City and ALSA is not entered into or is terminated pursuant to the terms of the ALSA Agreement. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party of its intent to terminate. Any monies paid by either party pursuant to the Agreement up to the date of termination shall be non-refundable.

6. RELEASE. To the extent permitted by law, each party hereto does hereby fully and forever release and discharge the other parties, and the County and Board members, employees, officers and agents of same, in both individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether due to negligence or otherwise, resulting from or arising out of the compliance, or attempted compliance, by same with the terms and provisions hereof.

7. CONFLICTS. Should a possible conflict arise between the City and the County at any time during the term of this Agreement between the interests of the Parties and/or ALSA, the County shall notify the City of such and the City shall notify the ALSA to promptly refrain from performing services with respect to such area of conflicting interest.

8. COMPLIANCE WITH LAWS. The parties recognize and agree that each has a duty to comply fully with the applicable federal, state and local laws relating to any and all activities undertaken pursuant to this Agreement and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

9. SEVERABILITY. All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

10. ENTIRE AGREEMENT. This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect of any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and authorized and signed by both parties.

DATED this _____ day of _____, 2016.

THE CITY OF DECATUR, ILLINOIS

BY: _____
City Manager

THE COUNTY OF MACON, ILLINOIS

BY: _____
County Board Chairman

Financial Management

DATE: 1/12/2016

MEMO: 2016-02

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Additional Funds for Certain Departmental and Civil City Operations in Fiscal Year Ending December 31, 2015

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Ordinance.

BACKGROUND:

City Council passed the Annual Appropriation Ordinance 2015-10 on March 16, 2015 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

It is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2015-10.

<u>Fund</u>	<u>\$ Amount</u>	<u>Purpose</u>
46 Motor Fuel Tax	40,000	27 th payroll cross charges not budgeted

The additional appropriations requested are within the cash position balances of each fund and present no adverse impact on overall City operations and fund balance positions.

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

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	1/14/2016 - 1:01 PM

ORDINANCE NO. 2016-

**AN ORDINANCE APPROPRIATING ADDITIONAL FUNDS FOR CERTAIN
DEPARTMENTAL AND CIVIL CITY SERVICE OPERATIONS IN THE FISCAL
YEAR ENDING DECEMBER 31, 2015 OF
\$40,000 FOR MOTOR FUEL TAX FUND (#46)**

WHEREAS, on March 16, 2015, City Council passed the Annual Appropriation Ordinance 2015-10 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

WHEREAS, it is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2015-10.

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

SECTION 1. The following amounts are hereby appropriated in fiscal year ending December 31, 2015 and set apart within the following designated funds for expenditures as follows:

<u>Fund</u>	<u>\$ Amount</u>
Motor Fuel Tax (#46)	40,000

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 19th day of January, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Water Management

DATE: 1/12/2016

MEMO: 2016-01

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: William Street and South Water Treatment Plant Reservoir Rehabilitation
Professional Services Agreement City Project W2015-36

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing a William Street and South Water Treatment Plant Reservoir Rehabilitation Project Manual Contract with DN Tanks, Inc. at a cost not to exceed \$549,849.00.

BACKGROUND:

The City owns two large covered concrete reservoirs that are used to store drinking water:

The East William Street reservoir was constructed in 1970 and has 5 million gallons of storage.

The South Water Treatment Plant reservoir was constructed in 1988 and has 7.5 million gallons of storage.

Due to age, both reservoirs require comprehensive internal and external inspections and cleaning to determine if any preventative maintenance is required. They also require exterior recoating (painting). The William Street reservoir also needs 133 exterior decorative concrete panels removed as they have deteriorated due to continuous exposure to the elements. The attached photographs clearly show the need for this work.

A Request for Qualifications and Proposals was issued in October 2015 with proposals due on December 8. Two proposals were received. A five member City staff panel independently evaluated the proposals. The panel's consensus was that DN Tanks, Inc. was better suited to meet the City's needs for this particular project. Their proposal is also at a significantly lower cost (\$549,849) than the other proposing firm (Utility Service Company, Inc.) at \$1,098,900.

Attached are the bid tabulation and Project Manual Contract.

The services that DN Tanks will provide for both tanks include:

- · Exterior inspection, cleaning and repair
- · External application of a new mildew resistant coating
- · Interior inspection and cleaning
- · Removal of 133 decorative panels (William Street Reservoir only)

POTENTIAL OBJECTIONS: None foreseen.

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

BUDGET/TIME IMPLICATIONS:

This project is in the 2016 Water Non Lake Capital budget. It is anticipated that the project will take approximately 8 months to complete.

COPY: Joseph Manzi, Jr., DN Tanks, Inc.
Jonathan Cato, Utility Service Company, Inc.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Project Manual	Backup Material
William Street Reservoir	Backup Material
South Water Treatment Plant Reservoir	Backup Material
Bid Tabulation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	1/14/2016 - 1:04 PM

RESOLUTION NO. 2016-_____

**RESOLUTION AUTHORIZING A PROJECT MANUAL CONTRACT WITH
DN TANKS, INC. FOR WILLIAM STREET AND
SOUTH WATER TREATMENT PLANT RESERVOIR REHABILITATION**

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

Section 1. That the Project Manual Contract for William Street and South Water Treatment Plant Reservoir Rehabilitation, presented to the Council herewith between the City of Decatur and DN Tanks, 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 Project Manual Contract between the City of Decatur, Illinois and DN Tanks, Inc. at a cost not to exceed \$549,849.

PRESENTED AND ADOPTED this 19th day of January, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

PROJECT MANUAL

CITY OF DECATUR ILLINOIS CONCRETE WATER STORAGE RESERVOIR INSPECTION AND REPAIR

CITY PROJECT 2015-34

January 2016

a project of the



**CITY OF DECATUR ILLINOIS
WATER MANAGEMENT DIVISION
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

CITY OF DECATUR
CONCRETE WATER STORAGE RESERVOIR INSPECTION
AND REPAIR

Julie Moore Wolfe, Mayor

Jerry Dawson

Pat McDaniel

Dana M. Ray

Lisa Gregory

Bill Faber

Chris Funk

Tim Gleason..... City Manager
Wendy Morthland Corporation Counsel
Debra Bright.....City Clerk
Gregg Zientara City Treasurer
Richard Marley Public Works Director

CITY OF DECATUR
CONCRETE GROUND WATER STORAGE RESERVOIR INSPECTION AND
REPAIR

CITY PROJECT 2015-34

INDEX

	<u>No. of Pages</u>
Cover Page	
City Officials.....	1
Index	2
Minority Participation Goals for Public Works Contracts.....	3 to 6
Contract.....	7 to 8
Contract Bond	9 to 10
General Conditions	11 to 22
Special Conditions	23 to 32
Exhibit A.....	33 to 34

**MINORITY PARTICIPATION GOALS
FOR WATER MANAGEMENT CONTRACTS**

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **Contractors will make a good faith effort to meet the following minimum goals:**
1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement** or the **Minority Business Enterprise Participation Waiver Request** as described and provided herein, may cause the Contract to be rejected and determined non-responsive.
- II. Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** to be submitted with the Contract documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Contractors seeking a waiver of MBE goals must submit with the Contract documents a **Minority Business Enterprise Participation Waiver Request**.
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all

**MINORITY PARTICIPATION GOALS
FOR WATER MANAGEMENT CONTRACTS**

subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE and minority workers;

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS.

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.
- C. A contractor shall provide evidence of meeting the City’s minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

**MINORITY PARTICIPATION GOALS
FOR WATER MANAGEMENT CONTRACTS**

- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
 - (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
 - (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;

**MINORITY PARTICIPATION GOALS
FOR WATER MANAGEMENT CONTRACTS**

- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - (i) The project is essential for city operations;
 - (ii) Emergency circumstances require a waiver;
 - (iii) Evidence of a good faith effort by the contractor;
 - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

**END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____ 20__, by and between the City of Decatur, Illinois, hereinafter called "Owner", and DN Tanks, Inc., hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"CONCRETE GROUND WATER STORAGE RESERVOIR INSPECTION AND REPAIR 2015-34"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the Engineering Services Coordinator, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by August 1, 2016.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

General Conditions

Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda Number & Date

Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Appendix(s)

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are

CONTRACT

intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

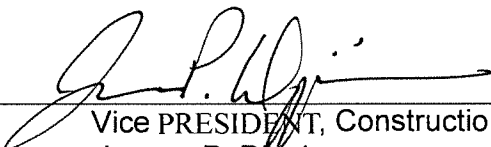
CITY CLERK

By _____
MAYOR

DN TANKS INC.



Asst. SECRETARY (Corporate Seal)
Donna O'Donnell

By 

Vice PRESIDENT, Construction
James. P. Diggins

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Company Name Inserted Here, as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the CITY OF DECATUR as Obligee, hereinafter called Owner, in the amount of _____ and 00/100 Dollars, (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, entered into a contract with Owner for **“CONCRETE GROUND WATER STORAGE RESERVOIR INSPECTION AND REPAIR 2015-34”**, in accordance with Drawings and Specifications prepared by the Owner which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract and is in full compliance with the Illinois Prevailing Wage Act then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration of the contract or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, including full compliance with the Illinois Prevailing Wage Act, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price” as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any Contract Change Orders thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

CONTRACT BOND

Signed and sealed this ____ day of _____, 2016.

CITY OF DECATUR, ILLINOIS

COMPANY NAME HERE

By _____
MAYOR

PRESIDENT

Attest _____
City Clerk

Attest _____
Secretary

(SEAL)

Surety

_____ (SEAL)

GENERAL CONDITIONS**INDEX**

<u>Title</u>	<u>Page</u>
Index	11
Certificate of Insurance.....	12 to 13
Clean Up	14
Construction Staking.....	14
Contract Warranty.....	15
Contractor Availability	15
Coordination	15
Dust Control.....	15
Estimated Quantities and Location Changes	15
Fair Employment Practices.....	16
Indemnification	16
Inspection.....	16
Lane Closure Permits.....	16
Liquidated Damages	17
Location of Utilities	18
Measurement and Payment.....	18
Method of Payment.....	18 to 19
No Parking Signs	19
Permits	19
Documentation of Existing Conditions.....	19
Prevailing Wage Rates.....	19
Project Maintenance.....	20
Royalties, Patents and Copyrights	20
Safety	20
Schedule Notification.....	20
Taxes	20
Trench and Excavation Safety	21
Use of Fire Hydrants.....	21
Termination for Public Convenience.....	21 to 22

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the State of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

Workers' Compensation and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employer's Liability	
a. Each Accident	\$500,000
b. Disease - policy limit	\$500,000
c. Disease - each employee	\$500,000

Commercial General Liability:

General Aggregate Limit	\$2,000,000
Products - Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	\$1,000,000
---	-------------

The policy shall cover owned, non-owned and hired vehicles.

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE (Continued)

Certificate:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. 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.

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GENERAL CONDITIONS

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

- (1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and
- (2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking, and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GENERAL CONDITIONS

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor himself or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GENERAL CONDITIONS

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation is to be provided on all good faith efforts to comply with the participation goals. This will include, but not be limited to, entering weekly certified payroll reports, contract and subcontract information, and payment verification through **ePrismSoft**, a web based compliance tracking software. Access to **ePrismSoft** is provided by the City of Decatur.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary lane closure permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GENERAL CONDITIONS

GC-13 LIQUIDATED DAMAGES

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction, dated January 1, 2012, published by the Illinois Department of Transportation. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bid will be totaled and the daily charge shall be that required for such total amount.

GENERAL CONDITIONS

GC-14 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren IP	(JULIE Member)
AT&T	(JULIE Member)
Comcast Communications	(JULIE Member)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-15 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-16 METHOD OF PAYMENT

Requests for partial payment may be submitted, in writing, at least once each month by the Contractor to the Engineer. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted with the request. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

GENERAL CONDITIONS

GC-16 METHOD OF PAYMENT (continued)

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

GC-17 NO PARKING SIGNS

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath (drawing contained in these specifications) and a suitable quality and quantity of paint to erect "No Parking" signs, and to mark utilities. This cost will be considered incidental to the contract.

GC-18 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-19 DOCUMENTATION OF EXISTING CONDITIONS

The Contractor shall provide digital video and/or detailed photographs of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The video and/or photographs shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. Copy(s) of the video and/or photographs taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-20 PREVAILING WAGE RATES

The Contractor shall supply all weekly prevailing wage documentation, (weekly certified payroll) for both the prime Contractor and their subcontractors through **ePrismSoft**, an electronic web based compliance tracking software and further comply with all State and Local rules and policies regarding Prevailing Wages. The Engineer will monitor the payroll for compliance with the applicable "prevailing wage rates" as required by the Special Conditions of this contract.

Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

GENERAL CONDITIONS

GC-21 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

GC-23 SAFETY

The Contractor shall be responsible for the safety of all persons on the work, and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-24 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Services Coordinator, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-25 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GENERAL CONDITIONS

GC-26 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the "Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule."

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GC-27 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone, 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

GENERAL CONDITIONS

GC-28 TERMINATION FOR PUBLIC CONVENIENCE (continued)

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work as required by the contract.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

INDEX

<u>Title</u>	<u>Page</u>
Index	23
SC-1 Prevailing Wage Rates.....	24 to 30
SC-2 Fair Employment Practices	31 to 32
EXHIBIT A.....	33 to 34

SC-1 PREVAILING WAGE RATES

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

The following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors and subcontractors bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker's name, address, telephone number when available, social security number and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.
6. All contractors and subcontractors must submit to the City of Decatur certified payroll records every month consisting of a complete copy of the records required to be kept above except for the start and end times.
7. The certified payroll records for both the prime Contractor and their subcontractors should be entered into ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

SPECIAL CONDITIONS

8. The certified payroll records must contain a statement signed by the contractor and all subcontractors averring that:
 - a. The certified payroll records submitted are true and accurate;
 - b. The hourly rate paid to each worker is not less than the general prevailing wage rate required; and,
 - c. They are aware and acknowledge that filing certified payroll records they know to be false is a Class B misdemeanor.
9. Certified payroll records submitted to the City of Decatur shall be considered public records pursuant to the Illinois Freedom of Information Act except for employees' addresses, phone numbers and social security numbers.
10. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall comply.
11. Payment to the contractor or any and all subcontractors is expressly conditioned upon strict compliance of the Act, including, but not limited to submittal of certified payroll records.
12. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

SPECIAL CONDITIONS

Macon County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		30.790	32.040	1.5	1.5	2.0	6.300	12.98	0.000	0.900
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400
BRICK MASON		BLD		29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580
CARPENTER		BLD		30.200	32.450	1.5	1.5	2.0	8.000	15.65	0.000	0.520
CARPENTER		HWY		30.600	32.350	1.5	1.5	2.0	8.000	15.65	0.000	0.520
CEMENT MASON		BLD		29.670	30.670	1.5	1.5	2.0	8.000	11.83	0.000	0.500
CEMENT MASON		HWY		28.050	29.550	1.5	1.5	2.0	8.000	11.83	0.000	0.500
CERAMIC TILE FNSHER		BLD		26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		BLD		35.910	39.500	1.5	1.5	2.0	6.600	8.370	0.000	0.540
ELECTRONIC SYS TECH		BLD		31.130	32.880	1.5	1.5	2.0	5.350	6.110	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
GLAZIER		BLD		32.380	34.380	1.5	2.0	2.0	7.050	8.400	0.000	0.430
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550
IRON WORKER	E	ALL		32.210	34.110	1.5	1.5	2.0	9.240	10.92	0.000	0.900
IRON WORKER	W	BLD		30.250	32.250	1.5	1.5	2.0	8.740	13.79	0.000	0.660
IRON WORKER	W	HWY		31.420	33.170	1.5	1.5	2.0	8.740	13.87	0.000	0.660
LABORER		BLD		28.290	29.540	1.5	1.5	2.0	6.300	12.98	0.000	0.900
LABORER		HWY		29.550	30.550	1.5	1.5	2.0	6.300	13.28	0.000	0.800
LATHER		BLD		30.200	32.450	1.5	1.5	2.0	8.000	15.65	0.000	0.520
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
MARBLE MASON		BLD		27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.25	0.000	0.520
MILLWRIGHT		HWY		33.060	34.810	1.5	1.5	2.0	8.000	15.67	0.000	0.520
OPERATING ENGINEER		BLD 1		34.850	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		BLD 2		32.500	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		BLD 3		28.900	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		BLD 4		36.350	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 1		39.750	40.150	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 2		35.540	40.150	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 3		29.060	40.150	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		HWY 4		41.250	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500
OPERATING ENGINEER		O&C		31.800	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500
PAINTER		ALL		28.000	29.500	1.5	1.5	2.0	6.300	10.32	0.000	0.650
PAINTER OVER 30FT		ALL		28.750	30.250	1.5	1.5	2.0	6.300	10.32	0.000	0.650
PAINTER PWR EQMT		ALL		29.750	31.250	1.5	1.5	2.0	6.300	10.32	0.000	0.650
PILEDRIIVER		BLD		31.200	33.450	1.5	1.5	2.0	8.000	15.65	0.000	0.520
PILEDRIIVER		HWY		31.600	33.350	1.5	1.5	2.0	8.000	15.65	0.000	0.520
PIPEFITTER		BLD		37.460	41.460	1.5	1.5	2.0	7.000	8.260	0.000	1.010
PLASTERER		BLD		30.000	32.000	1.5	1.5	2.0	7.500	14.97	0.000	0.490
PLUMBER		BLD		37.460	41.460	1.5	1.5	2.0	7.000	8.260	0.000	1.010
ROOFER		BLD		27.970	30.990	1.5	1.5	2.0	10.60	6.860	0.000	0.650
SHEETMETAL WORKER		BLD		31.990	33.990	1.5	1.5	2.0	8.700	12.68	0.000	0.650
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580
SURVEY WORKER ----->	NOT IN	EFFECT		ALL	29.550	30.550	1.5	1.5	2.0	6.300	10.34	0.000
0.000 0.800												
TERRAZZO FINISHER		BLD		26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TERRAZZO MASON		BLD		27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TILE MASON		BLD		27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TRUCK DRIVER		ALL 1		34.220	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER		ALL 2		34.690	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER		ALL 3		34.950	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250

SPECIAL CONDITIONS

TRUCK DRIVER	ALL 4	35.240	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	ALL 5	36.170	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 1	27.380	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 2	27.750	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 3	27.960	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 4	28.190	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 5	28.940	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TUCKPOINTER	BLD	29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580

Legend:

RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

SPECIAL CONDITIONS

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and forklifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Forklifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or sub-contractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspcos Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers; Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or ForkLifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines;

SPECIAL CONDITIONS

Tower Mixers; Track Type End Loaders; Track Type Forklifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without Power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozer, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self-Propelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

SPECIAL CONDITIONS

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SC-2 FAIR EMPLOYMENT PRACTICES

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 thereunder.

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

- (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 herewith. 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.

END OF SPECIAL CONDITIONS

EXHIBIT A

All public improvement work, must pay the Illinois Prevailing Wage Rate set for Macon County, current at the time the work is performed. All reservoir work is to be in accordance with ANSI/AWWA D110 Section 6.4 Latest Revision.

1. **Exterior Reservoir Inspection:** Provide examples of the offered services and accompanying reports. This will be a physical / visual inspection. Provide a description of the firm's inspection process and available equipment. Inspection work is work requiring adherence to the Illinois Prevailing Wage Rate. Thoroughly inspect and sound the exterior of the Tank wall to locate any exposed or corroded prestressing wire located on the Tank. Inspect each individual wire to determine the integrity. Repair and retain up to twenty (20) corroded or broken prestressing wires to the original design stress and reinstall the overcoat using either high strength patching material or shotcrete to match the surrounding material of the tank.
2. **Exterior Cleaning and Coating:** Clean exterior surface using a minimum 5000 psi water blast of the tank wall, dome and dome ring, including a rinse down using a minimum 5% chlorine solution to kill all mold and mildew. Perform any incidental remedial work required to the tank wall, dome and dome ring, removal of loose or unbounded concrete and minor patching to provide a sound surface for the application of a water resistant coating. Apply two coats of Tnemec Series 180 by Tnemec Company at 4 to 10 mils per coat to the exterior tank wall and dome. Coating is to be back-rolled onto the surface. Color to be selected by the City.
3. **Remove Architectural Panels:** This work involves removing and disposing of 133 architectural Panels on the 5.0 MG Reservoir on East Williams Street. Provide all labor, equipment, materials and incidentals required to remove the existing panels on the tank exterior. Perform any incidental remedial work and minor patching required to the exterior tank wall in order to provide a sound surface for the application of a water proof coating.
4. **Interior Inspections and silt removal:** This work involves providing inspections of one(1) 7.5 MG and one(1) 5.0 MG prestressed concrete water storage tanks. Inspection to include visual inspection of the tank interiors utilizing a Licensed Commercial diver to allow for the inspection of the tanks floor, walls and piping below the water level. Also perform removal of up to 1/2 " of silt from the tank floor. Provide a written report with photographs summarizing the results of the inspection including any recommendations for remedial work. Work to include a color video documenting the interior inspections, and cost estimates associated with performing the remedial work.

The Contractor shall be responsible for the handling, hauling and disposal of all debris, silt, and accumulated solids removed from the reservoir.

All materials shall be removed from the various work locations no less often than at the end of each workday. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the Engineer.

EXHIBIT A

The Contractor will be allowed to utilize City fire hydrants as a source for water to be used in the cleaning operations. Prior to the use of any fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division of the Water Management Department in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services is located at 2600 North Jasper Street. The permit will be issued at no charge to the Contractor. The Contractor shall provide backflow water prevention which incorporates a backflow water preventer or approved system when using a fire hydrant for the Contractor's benefit.



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

October 26, 2015

Adam Blaser
DN Tanks
410 E. Trinity Boulevard
Grand Plains, TX 75050

Dear Mr. Blaser:

Enclosed please find the RFP/Q for the two concrete water ground storage tanks in Decatur. We would like to receive your proposal by 10:00 AM local time on December 8, 2015.

Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jerald Stevens".

Jerald Stevens, P.E.
Engineering Services Coordinator

Enclosure



ADVERTISEMENT NOTICE

REQUEST FOR QUALIFICATIONS & PROPOSALS

The City of Decatur, Illinois, respectfully requests sealed qualifications and proposals from interested, qualified professional firms to provide the following professional services to the City of Decatur Water Management Division:

One 5.0 Million Gallon and One 7.5 Million Gallon (MG) Prestressed Concrete Ground Reservoirs inspection and condition assessment services for the City of Decatur to include exterior cleaning and coating, interior inspection and cleaning and removal of 133 concrete architectural panels on the 5.0 MG reservoir. All reservoir work is to be in accordance with ANSI/AWWA D110 Section 6.4 Latest Revision

Proposals will be received until 10:00 a.m., local time, Tuesday, December 8, 2015, in the City Purchasing Office, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

Late proposals will not be accepted under any circumstances. Any proposal(s) received after the scheduled time for closing will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that its proposal is received on time.

The City of Decatur, Illinois, reserves the right to reject any and all proposals, in part or in whole, and to make its selection of the most responsive and responsible firm(s) as deemed in the best interest of the City; further, the right is reserved to waive any formalities or informalities contained in said proposal(s).

A copy of the full RFQP is available by contacting the Decatur South Water Treatment Plant at (217) 424-2873.

Questions concerning the proposal shall be directed to Jerry Stevens, Engineering Services Coordinator, (217) 424-2833, email: jstevens@decaturil.gov, 8:00 a.m. to 4:00 p.m., local time, Monday through Friday, excluding City observed holidays.

Signed: Jerald W. Stevens, P.E.

Date: October 19, 2015

PROPOSAL INSTRUCTIONS

The City of Decatur, Illinois, is soliciting written proposals from qualified firms to provide professional services to perform investigation, inspection, condition assessment, interior and exterior cleaning, exterior coating and minor repairs to One 5.0 Million Gallon and One 7.5 Million Gallon (MG) Prestressed Concrete Ground Reservoir. To be eligible for consideration, the proposing firm must be capable of supplying the services as noted herein, and must also meet all other criteria outlined in this Request for Statement of Qualifications and Proposals.

I. INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed to:

City of Decatur Water Management
Attn: Jerry Stevens
Engineering Services Coordinator
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

If a firm submitting a proposal finds discrepancies in, or omissions from, the Request for Statement of Qualifications & Proposals (RFQP), or should require additional clarification of any part thereof, a written request for interpretation shall be submitted to the Engineering Services Coordinator. Any interpretation of, or change made to the RFQP will be made by written addendum to each proposing firm, and shall become part of the request for any contract awarded. The City will not be responsible for the accuracy of any ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing firms. To be given consideration, inquiries must be received at least five (5) calendar days prior to the date established for the opening of the proposals. It shall be the responsibility of each proposing firm to verify that every addendum has been received prior to submitting proposals.

II. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this project. Please call for an appointment if a Firm would like to inspect the condition of the reservoirs prior to bidding.

III. REVIEW OF CITY RECORD DOCUMENTS

Information and documents which exist include digital aerial photography, City water utility maps and plans for the reservoirs. Firms wanting to view this material may call the Engineering Services Coordinator's Office at (217) 424-2833 to make the necessary arrangements. Scheduling will be done on a first come, first serve basis.

The City cannot verify the content, accuracy, and completeness of available materials. A proposing firm shall use its professional judgment in the application of any information obtained from this material and for use in the preparation and submission of a proposal to the City.

IV. SUBMITTAL DATE, LOCATION AND OPENING

All proposals must be received by City's Purchasing Office, #1 Gary K. Anderson Plaza, Decatur, Illinois 62521, prior to 10:00 a.m., local time, Tuesday, December 8, 2015. Proposals must be submitted in a sealed envelope plainly marked "QUALIFICATIONS & PROPOSAL FOR CONCRETE RESERVOIR INSPECTION SERVICES", and addressed to the Engineering Services Coordinator.

V. LATE AND TELEGRAPHIC PROPOSALS

Late submittals will not be accepted under any circumstance, and any submittal so received shall be returned to the proposing firm unopened. In addition, telegraphic and/or submittals sent by email or other electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their submittals either by air freight, postal service, or other means.

VI. PROPRIETARY INFORMATION

All information included in any submittal that is of a proprietary nature must be clearly marked as such. The City of Decatur shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. In general, it is not acceptable to the City to mark information other than Financial Data Proprietary without the Engineer's written authorization. Failure to adhere to this restriction could result in rejection of the entire submittal.

VII. DEFINITION, CONTEXT AND GENDER

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

VIII. CONDITIONS OF PROPOSAL SUBMITTAL

- A. Proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal.
- B. The proposal must be signed by a duly authorized official of the proposing firm submitting the proposal.
- C. No proposal will be accepted from any person, firm or corporation that is in arrears for any obligation to the City of Decatur, or that otherwise may be deemed irresponsible or unresponsive by City staff or the City of Decatur City Council.
- D. Only one proposal will be accepted from any person, firm, or corporation.
- E. A proposal shall be made with the understanding that the City may delay action and/or award up to seventy-five (75) days following the opening of the proposal.

- F. The City of Decatur reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing firm as deemed in the best interest of the City.
- G. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.
- H. All costs, including travel and expenses, incurred in the preparation of this proposal shall be borne solely by the proposing firm.

IX. PROPOSAL ELEMENTS AND FORMAT

- A. Proposals submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the proposal to the City.
- B. Proposals shall include the following:
 - 1. A cover letter shall be provided stating the name; address and telephone number of the proposing firm, and must bear the signature of the person having the authority to make the proposal for the firm.
 - 2. A list of personnel to be assigned to the project team, their respective roles, including resumes, inspection certificates, and work experience.
 - 3. An Acceptance of Conditions Statement which affirms the acceptance of all conditions or requirements contained in the Request for Proposal, and lists the names of any of the proposing firm's employees who are spouses or children of City employees or the spouse of a City employee's child.
 - 4. A description of the methods and means by which the proposing firm will perform the services outlined in Request for Proposal.
 - 5. A proposed project timeline outlining the dates and specific tasks necessary to complete the project.
 - 6. A description of what portion of the work, if any, will be subcontracted.
 - 7. A list of at least five (5) references for similar type projects completed by the firm. Include project summary, contact names, addresses, and telephone numbers.
 - 8. Any other information deemed necessary by the proposing firm.
- C. **Three (3) copies of the proposal.**
- D. Submittal of proposal shall be taken as prima facie evidence that the proposer has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the work is to be performed.

X. EVALUATION OF PROPOSALS

All proposals will be evaluated by City Staff. Proposals shall be evaluated on the basis of the Evaluation Criteria noted here-in. Staff may recommend a selection on the basis of

the proposals received, or may choose to "short list" prospective firms for further interviews and/or discussions. The firm recommended for the award will be chosen on the basis of the apparent greatest benefit to the City. The City Council will make the final award of a contract.

XI. EVALUATION CRITERIA

The selection process is qualification based. Proposals will be evaluated and rated on the basis of the following criteria:

- A. Responsiveness to the needs of the City, in the time to respond to requests for service, assigned staff and relative cost of the work.
- B. Proposing firm's experience, responsibility, and role with projects of similar size and scope.
- C. The proposing firm's engagement team, including the applicable experience and resumes of key personnel to be assigned to the project.
- D. The degree that the proposal meets or exceeds the terms of the Request for Qualifications and Proposal.
- E. The relative costs quoted for the major work items identified in the Request for Qualifications and Proposal.
- F. Results of reference checks and past performance for other clients.

XII. GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING FIRM

- A. The successful proposing firm shall enter into a contract with the City of Decatur.
- B. The successful proposing firm will be required to maintain insurance coverages for the duration of the contract period as follows:
 - 1. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: Five hundred thousand dollars (\$500,000) 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.
 - 2. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include: Personal Injury Liability coverage.
 - 3. Automobile Liability: Combined single limits of two million dollars (\$2,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - 4. Professional Liability: A professional liability errors and omissions policy with limits of two million dollars (\$2,000,000) 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.

5. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the firm 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.
- C. The successful proposing firm shall be prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City of Decatur.
- D. The successful proposing firm shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical or mental disability, color, or age.
- E. The successful proposing firm and its employees will operate as an independent contractor and will not be considered employees of the City of Decatur.

XIII. AWARD OF AN AGREEMENT

Upon approval of the City Council, the City will enter into an agreement with the successful proposing firm for the project.

XIV. TENTATIVE PROJECT SCHEDULE

(The following schedule represents the anticipated time frame for the project. The final project schedule for the work will be negotiated with the selected firm and based on the final scope of work.)

A. Advertise for proposals	October 28, 2015
B. Receive proposals	December 8, 2015
C. City Council awards contract	January 18, 2016
D. Project begins	Spring 2016
E. Project Completion	August 1, 2016

(Note: The above schedule is subject to delays during the selection process; agreement negotiation with the recommended firm; and the arranging to appear on the agenda of the regularly scheduled meeting dates for the City Council.)

XV. GENERAL BACKGROUND INFORMATION

The City of Decatur has two prestressed concrete ground water storage reservoirs. The 7.5 MG water storage reservoir located at the South Water Treatment Plant was constructed in 1988 and the 5.0 MG water storage reservoir located at East Williams Street and Eldorado Street was constructed in 1970. The 7.5 MG reservoir cannot be taken out of service for inspection due to plant operations.

XVI. PROJECT OVERVIEW AND OBJECTIVES

(The following information is intended to represent the preliminary overview of the project, anticipated scope of work and the objective(s) wanted to be achieved with this project. Proposing firms should consider this information in developing their proposal. A final Scope of Work which may increase or decrease in content and nature from the following will be negotiated with the firm selected as most qualified for this project from which the compensation will be established.)

The City desires to establish lump sum prices for various work items outlined below. All public improvement work, must pay the Illinois Prevailing Wage Rate set for Macon County, current at the time the work is performed. All reservoir work is to be in accordance with ANSI/AWWA D110 Section 6.4 Latest Revision.

1. **Exterior Reservoir Inspection:** Provide examples of the offered services and accompanying reports. This will be a physical / visual inspection. Provide a description of the firm's inspection process and available equipment. Inspection work is work requiring adherence to the Illinois Prevailing Wage Rate. Thoroughly inspect and sound the exterior of the Tank wall to locate any exposed or corroded prestressing wire located on the Tank. Inspect each individual wire to determine the integrity. Repair and retain up to twenty (20) corroded or broken prestressing wires to the original design stress and reinstall the overcoat using either high strength patching material or shotcrete to match the surrounding material of the tank.
2. **Exterior Cleaning and Coating:** Provide examples of the offered services and accompanying reports. Clean exterior surface using a minimum 5000 psi water blast of the tank wall, dome and dome ring, including a rinse down using a minimum 5% chlorine solution to kill all mold and mildew. Perform any incidental remedial work required to the tank wall, dome and dome ring, removal of loose or unbounded concrete and minor patching to provide a sound surface for the application of a water resistant coating. Apply two coats of Tnemec Series 180 by Tnemec Company at 4 to 10 mils per coat to the exterior tank wall and dome. Coating is to be back-rolled onto the surface. Color to be selected by the City.
3. **Remove Architectural Panels:** This work involves removing and disposing of 133 architectural Panels on the 5.0 MG Reservoir on East Williams Street. Provide all labor, equipment, materials and incidentals required to remove the existing panels on the tank exterior. Perform any incidental remedial work and minor patching required to the exterior tank wall in order to provide a sound surface for the application of a water proof coating.
4. **Interior Inspections and silt removal:** This work involves providing inspections of one(1) 7.5 MG and one(1) 5.0 MG prestressed concrete water storage tanks. Inspection to include visual inspection of the tank interiors utilizing a Licensed Commercial diver to allow for the inspection of the tanks floor, walls and piping below the water level. Also perform removal of up to 1/2 " of silt from the tank floor. Provide a written report with photographs summarizing the results of the inspection including any recommendations for remedial work. Work to include a color video documenting the interior inspections, and cost estimates associated

with performing the remedial work. Provide examples of the offered and accompanying reports.

The Contractor shall be responsible for the handling, hauling and disposal of all debris, silt, and accumulated solids removed from the reservoir.

All materials shall be removed from the various work locations no less often than at the end of each workday. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the Engineer.

The Contractor will be allowed to utilize City fire hydrants as a source for water to be used in the cleaning operations. Prior to the use of any fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division of the Water Management Department in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services is located at 2600 North Jasper Street. The permit will be issued at no charge to the Contractor. The Contractor shall provide backflow water prevention which incorporates a backflow water preventer or approved system when using a fire hydrant for the Contractor's benefit.

5. **Fair Employment Practices** The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause " (attached and marked hereto as Exhibit A and incorporated herein by reference) to the extent that the clause is applicable to this contract.
6. **Indemnification** The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

XVII. 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 Contractor 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 Contractor 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 Contractor in performing this Agreement, whether completed or in process.

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.

**CONCRETE RESERVOIR INSPECTION AND REPAIR
CITY PROJECT 2015-34**

PROPOSAL SHEET

1. Lump sum price proposals for various professional service tasks

<u>WORK ITEM</u>	<u>LUMP SUM PRICE</u>
Exterior Reservoir Inspection	<u>\$ 20,000.00</u>
Exterior Cleaning and Coating	<u>\$374,900.00</u>
Remove Architectural Panels	<u>\$ 50,500.00</u>
Interior Inspections and Silt Removal	<u>\$ 54,449.00</u>
Alterations, Cancellations, Extensions, Deductions And Extra Work	<u>\$50,000</u>
TOTAL	<u>\$549,849.00</u>

2. Basis of Payment. This work will be paid for at the contract lump sum prices

Payment for labor, materials, accessories, equipment, tools, transportation, services, debris disposal, and cleanup shall be made at the contract lump sum price and no additional compensation will be paid.

Professional Services Firm: DN Tanks, Inc.

DATE: 12/7/2015

By:

Joseph G. Manzi, Jr., PE

Its: Vice President - CTS

DN TANKS, INC.

Action by Unanimous Written Consent of Directors in Lieu of a Meeting

July 16, 2015

The undersigned, being all of the directors of DN Tanks, Inc., a Delaware corporation (the "Corporation"), pursuant to General Corporation Law of the State of Delaware Section 228 hereby take the following actions and adopt the following resolution by unanimous written consent and hereby direct the Secretary of the Corporation to make this instrument a part of the records of the Board of Directors of the Corporation.

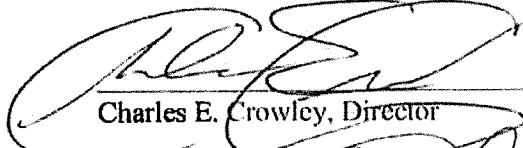
RESOLVED: That the individuals listed below be and hereby are elected to the office or offices indicated to serve in such capacities at the pleasure of the Board of Directors:

Charles E. Crowley, President; William J. Hendrickson, Executive Vice President; David R. Gourley, Executive Vice President; William F. Crowley, Executive Vice President; Donald Paula, Chief Financial Officer, Treasurer and Secretary; Galit L. Ryan, Senior Vice President and Assistant Secretary; Edward F. Holmes, Senior Vice President; Salvatore Marques, Senior Vice President; Robert J. Walsh, Assistant Secretary; Douglas Kanaan, Assistant Secretary; Donna O' Donnell, Assistant Secretary; Lisa Cuscuna, Assistant Secretary; and further

RESOLVED: That effective July 16, 2015 the authority of any individual previously authorized to execute contractual documents or agreements in the name of, and on behalf of the Corporation, is hereby rescinded and that on and after July 16, 2015, the following individuals are hereby authorized and empowered to execute contractual documents or agreements on behalf of the Corporation: Charles E. Crowley, William J. Hendrickson, David R. Gourley, Galit L. Ryan, William F. Crowley, Donald Paula, Edward F. Holmes, Salvatore Marques, Shelly Anderson, Stephen P. Boyle, Thomas P. Christie, James P. Diggins, Guy S. Frankenfield, Joseph G. Manzi, Robert J. Walsh or any one of them singly.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous
Written Consent of Directors in Lieu of a Meeting as of the date first written above.



Charles E. Crowley, Director

William F. Crowley, Director

William J. Hendrickson, Director

David R. Gourley, Director

William Street Reservoir
Exterior In Need of Cleaning, Recoating & Decorative Panel Removal



Example of Deteriorating Decorative Panel

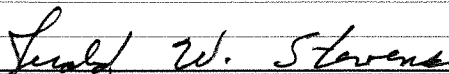
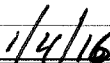


South Water Treatment Plant Reservoir
Exterior In Need of Cleaning & Recoating



CITY OF DECATUR

2016 WILLIAMS STREET AND SOUTH WATER TREATMENT PLANT CONCRETE RESERVOIR INSPECTION AND REPAIR

Concrete Reservoir Inspection and Repair			Engineer's Estimate		Utility Service Group		DN Tanks, Inc		Crom Engineering	
Project Number: 2015-34					535 Courtney Hodges Blvd Perry, GA 31069		11 Teal Road Wakefield, MA 01880		6801 SW Archer Road Gainesville, FL 32608	
Bid Date: Tuesday, December 8, 2015			Water Management Division		Phone: 478-988-5241		Phone: 972-823-3322		Phone 352-548-3349	
Time: 10:00 A.M. Local Time					Jonathan Cato jcato@utilityservice.com		Adam Blaser adam.blaser@dntanks.com			
Fund: 81										
Organization Code: 81808118										
Object Code: 486900										
Exterior Reservoir Inspection			Lump Sum	\$55,000.00	\$191,300.00	\$20,000.00	NO BID			
Exterior Cleaning and Coating				\$365,000.00	\$564,800.00	\$374,900.00				
Remove Architectural Panels				\$60,000.00	\$86,000.00	\$50,500.00				
Interior Inspections and Silt Removal				\$102,000.00	\$206,800.00	\$54,449.00				
Alterations, Cancellations, Extensions, Deductions and Extra Work				\$50,000.00	\$50,000.00	\$50,000.00				
TOTAL BIDS (AS CORRECTED)				\$632,000.00	\$1,098,900.00 174%	\$549,849.00 87%				
 Jerold W. Stevens, P.E., Engineering Services Coordinator			 Date							

Development Services

DATE: 1/13/2016

MEMO: No. 16-01

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 1402 and 1412 East Hickory Street from R-3 Single Family Residence District to B-1 Neighborhood Shopping District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to B-1 Neighborhood Shopping District. The City Plan Commission voted 8-0 to recommend approval of this petition at the January 7, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

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 parcel were to be rezoned along with the demolition of a 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.

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 ssickle@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	1/14/2016 - 1:03 PM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
R-3 SINGLE FAMILY RESIDENCE DISTRICT TO
B-1 NEIGHBORHOOD SHOPPING DISTRICT
- 1402 AND 1412 EAST HICKORY STREET -**

WHEREAS, on the 7th day of January, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Hamoud Hizam, to rezone premises legally described as:

Lots Eight (8) and Nine (9) in Block One (1) of Powers 5th Addition, as per Plat recorded in Book 149, on page 259 of the records in the Recorder's Office of Macon County, Illinois,

from R-3 Single Family Residence District to B-1 Neighborhood Shopping 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 R-3 Single Family Residence District to B-1 Neighborhood Shopping 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 19th day of January, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>	
Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196		424-2793 FAX 424-2728

Please Type

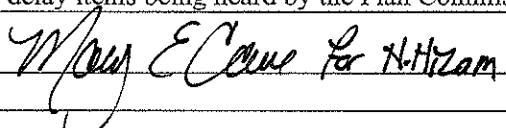
SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Hamoud Hizam				
Address	509 W. Decatur St.				
City	Decatur	State	IL	Zip	62522
Telephone	217-761-9476	Fax		E-mail	
Property Owner	Hamoud Hizam (1402 E Hickory), MarkVan Gasken (1412 E Hickory)				
Address	509 W. Decatur St.,				
City	Decatur	State	IL	Zip	62522
Telephone	217-761-9476	Fax		E-mail	
Representative	Chastain & Associates - Mary Cave				
Address	5 N Country Club Road				
City	Decatur	State	IL	Zip	62521
Telephone	217-429-8800	Fax		E-mail	mcave@hlccllp.com

SECTION TWO: SITE INFORMATION						
Street Address	1402 E. Hickory Street & 1412 E. Hickory Street					
Legal Description	LOTS EIGHT(8) AND NINE (9) IN BLOCK ONE (1) OF POWERS 5TH ADDITION.					
Present Zoning	☐ R-1	☐ R-2	☒ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:				Earthwork, installation of detention pond, parking lot, and associated utilities.		
Size of Tract	0.28	☐ SF	☒ AC			

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
This request is to rezone the current R-3 lots to B-1. The existing vacant building will be renovated to a Convenience Food Store.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The building at 1402 E. Hickory was originally built as a retail store for the neighborhood. It has since been vacant and in disrepair. Mr. Hazam has begun renovations on the building to bring a convenience store back to the neighborhood. The lot east of the building has been purchased to allow for the demolition of a vacant building and the construction of a parking lot to serve the convenience store. Mr. Hazam currently has a contract to purchase 1412 E. Hickory from Mr. Van Gasken and will only proceed with the project once the sale finalizes. The site will be constructed to meet all City of Decatur standards and ordinances.

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	12/3/15

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

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

1402 and 1412 East Hickory Street



Cal. No.: 15-23

Date: January 7, 2016

Petition of: Hamoud Hizam

Requested Action: Rezone to B-1 Neighborhood Shopping District

0 125 250
Feet



Legend

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

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 1402 and 1412 East Hickory Street

GENERAL INFORMATION

Hearing Date January 7, 2016
Calendar No. 15-23
Property Location 1402 and 1412 East Hickory Street
Requested Action Rezoning from R-3 Single Family Residence District to B-1
Neighborhood Shopping District
Petitioner Hamoud Hizam
Representative Mary Cave

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant Commercial/ Vacant Single Family Residence	R-3	Residential-Low Density
North	Single Family Residence	R-3	Residential-Low Density
South	Single Family Residence	R-3	Residential-Low Density
East	Vacant Single Family Residence	R-3	Residential-Low Density
West	Single Family Residence	R-3	Residential-Low Density

BACKGROUND

1. 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.

PROJECT DESCRIPTION

1. 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.

STAFF ANALYSIS

1. 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.

2. 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 parcel were to be rezoned along with the demolition of the single family structure to provide an area for parking to serve the commercial structure.
3. If the property is rezoned to B-1 Neighborhood Shopping District and development 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 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 15-23 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 Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Site Map

Excerpts from Plan Commission Meeting of January 7, 2016:

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.

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.

Development Services

DATE: 1/19/2016

MEMO: No. 16-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Patrick Hoban, Economic Development Officer

SUBJECT: Redevelopment Agreement for Approval – FirsTech

SUMMARY RECOMMENDATION:

Staff recommends that the attached redevelopment agreement between the City of Decatur and FirsTech, Inc. to redevelop the 5 parcels South of Central Park be approved.

BACKGROUND:

Developer will remodel at its own expense the office buildings South of Central Park. The subject properties are 130 N Water, 253-265 South Park & 254 E Main.

The proposed project will involve the demolition of the old drive thru and buildings on E Main, interior and exterior remodel of the buildings on S Park and the construction of a new drive through at Busey Bank representing an investment of more than \$3,350,000 million. It is expected that the construction of this facility will begin in the first quarter of 2016. The project is expected to retain fifty full-time equivalent employees. We believe that this project will be a great addition to the Downtown's redevelopment and retain benefits to retailers and restaurants in the area.

FirsTech Inc. is managed by Howard Mooney and affiliated with Busey Bank.

As Council has requested Staff is being aggressive in our Incentive Packages to increase Development in Decatur. We believe this project will strengthen Decatur's Downtown economy and further the beautification council started with our \$14,000,000 Streetscape Project.

STAFF REFERENCE: Additional questions can be forwarded to Tim Gleason at 217-424-2801 (tgleason@decaturil.gov), Billy Tyus at 217-424-2727 (btyus@decaturil.gov) or Patrick Hoban at 217-424-2778 (phoban@decaturil.gov)

BUDGET/TIME IMPLICATIONS:

All reimbursements will be made based on incremental property taxes generated to the City of Decatur. 5 years of graduated Property tax abatement is also pending via the Enterprise Zone program.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	1/14/2016 - 3:10 PM

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING REDEVELOPMENT AGREEMENT
FIRSTECH, INC**

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

Section 1. That the Redevelopment Agreement presented to the City Council herewith between the City of Decatur and FirsTech Inc., regarding the redevelopment of the FirsTech and Busey Bank located at 130 North Water Street, 253-265 South Park Street and 254 East Main Street and legally described on said agreement 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 sign, seal and attest said Redevelopment Agreement on behalf of the City.

PRESENTED and ADOPTED this 19th day of January, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CITY OF DECATUR/FirsTech
REDEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
RECITALS.....	1
ARTICLE I: DEFINITIONS.....	2
ARTICLE II: DEVELOPMENT OF THE PROJECT	4
2.1 Development of the Project.....	4
2.2 Progress Reports.....	4
2.3 Preliminary Plans.	4
2.4 Approval of Preliminary Plans by City.	4
2.5 Final Site Plan.	4
2.6 Construction Plans.	4
2.7 Amended Construction Plans.	5
2.8 Commencement and Completion Requirements.	5
2.8.1 Commencement.....	5
2.8.2 Completion.....	5
2.9 Certificate of Completion.....	5
2.10 Form of Certification.....	5
2.11 Quality of Construction and Conformance to Federal, State and Local Requirements.	6
2.12 Utilities.....	6
2.13 Insurance.	6
2.13.1 Liability Insurance Prior to Completion.....	6
2.13.2 Builder's Risk Prior to Completion.....	7
2.14 Lien Waivers.	7
2.15 Rights of Inspection.	7
ARTICLE III: CITY OBLIGATIONS.....	7
3.1 Public Investment.	7
3.2 Easements.	7
ARTICLE IV: PUBLIC INVESTMENT.....	7
4.1 Public Investment.	7
ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS.8	
5.1 Conditions Precedent to Transaction.....	8
5.2 Conditions Precedent to Public Investment.	Error! Bookmark not defined.
ARTICLE VI: OPERATION OF THE PROJECT.....	8
6.1 Operation and Maintenance of the Project.	8
ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS.....	8
7.1 Project Subject to Redevelopment Plan and Agreement.	8
7.2 Non-discrimination.	9

TABLE OF CONTENTS

	<u>Page</u>
7.3 Property Taxes.....	9
7.4 Duration of Covenants.	9
7.5 Covenants Running with the Land.	10
7.6 Covenants Binding for the Benefit of City.	10
7.7 Forms of Covenants and Restrictions.	10
ARTICLE Viii: INDEMNIFICATION.....	10
8.1 Redeveloper Indemnification of the City.....	10
8.2 City Indemnification of the Redeveloper.....	11
ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	11
9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.....	12
9.1.1 Prohibitions.....	12
9.1.2 Conditions for Approval.	12
9.2 Transfer of Project After Completion of Construction.....	13
9.3 Status of Assignee.	14
9.4 Assignment to Affiliated Entity.	14
9.5 No Release of Redeveloper.....	14
ARTICLE X: DEFAULT AND REMEDIES	14
10.1 Events of Default.....	14
10.1.1 Misrepresentation.	14
10.1.2 Breach.....	14
10.2 Remedies Upon Default.....	14
10.3 Other Rights and Remedies of City and Redeveloper:	15
10.3.1 No Waiver by Delay.....	15
10.3.2 Rights and Remedies Cumulative.	15
10.3.3 Delay in Performance.	15
ARTICLE XI: TERMINATION OF AGREEMENT	16
11.1 Termination by the City.....	16
11.2 Termination by the Redeveloper.....	16
ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY	16
12.1 Non-Discrimination.	16
12.2 Advertising.	16
ARTICLE XIii: REPRESENTATIONS OF THE REDEVELOPER.....	17
13.1 Organization.....	17
13.2 Authorization.	17
13.3 Non-Conflict or Breach.....	17

TABLE OF CONTENTS

	<u>Page</u>
13.4 Pending Lawsuits.....	17
13.5 Location of Project.	17
13.6 Conformance with Requirements.	17
ARTICLE XIV: REPRESENTATIONS OF THE CITY.....	17
14.1 Organization and Authorization.	17
14.2 Non-Conflict or Breach.	17
14.3 Pending Lawsuits.....	17
ARTICLE XV: MISCELLANEOUS	18
15.1 Authorized Representatives.	18
15.1.1 Redeveloper.....	18
15.1.2 City.....	18
15.2 Entire Agreement.	18
15.3 Binding Upon Successors in Interest.....	18
15.4 Titles of Paragraphs.	18
15.5 Notices.....	19
15.6 Severability.....	19
15.7 Memorandum of Agreement.	19
15.8 Further Assistance and Corrective instruments.	19
EXHIBITS.....	20
Exhibit 1 - Project Narrative and Project Site	21
Exhibit 2 - Project Costs.....	22
Exhibit 3 - Tax Increment Eligible Project Costs	23
Exhibit 4 - DECLARATION OF COVENANTS, USES AND RESTRICTIONS	24
Exhibit 5 - MEMORANDUM OF AGREEMENT	29

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of January, 2016, between the City of Decatur, Illinois, a municipal corporation (hereinafter referred to as the "City"), FirsTech, Inc., an Illinois corporation (hereinafter referred to as "FirsTech") and Busey Bank, an Illinois banking corporation (hereinafter referred to as "Busy Bank") and together with FirsTech, the "Redeveloper").

RECITALS

WHEREAS, the City has by a series of ordinances (as supplemented and amended, the "TIF Ordinances") undertaken a program and plan of redevelopment of a designated area in the City by the adoption of Tax Increment Financing ("TIF") and the adoption, approval and designation of the "Olde Towne Redevelopment Plan of the City of Decatur, Illinois" (the "Redevelopment Plan"), Redevelopment Project Area (the "Redevelopment Area") and Redevelopment Project (the "Redevelopment Project"), all pursuant to the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq. (as supplemented and amended, the "Act"); and

WHEREAS, the City has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of property, thereby increasing the tax base of the City and reducing unemployment; and

WHEREAS, pursuant to and in furtherance of the Redevelopment Plan, the Redeveloper proposes to develop certain property within the Redevelopment Area (the "Project Site") as described in EXHIBIT 1, attached hereto and by reference made a part hereof; and

WHEREAS, the Redeveloper's proposed private development ("Private Development") project is consistent with the land uses and the Redevelopment Plan and is located on the Project Site, wholly within the Redevelopment Area; and

WHEREAS, the Redeveloper has requested that incentives related to the Private Development be provided by the City from incremental property taxes under Section 11-74.4-8 of the Act derived solely from the Project (the "Incremental Taxes"), which incentives are consistent with those of the Redevelopment Plan, and are set forth in EXHIBIT 3; and

WHEREAS, in order to eliminate the blighting conditions within the Project Area, to help arrest and prevent blighting conditions outside the Project Site in the Redevelopment Area, to enhance the quality of life in the City, to provide an economic stimulus to the area of the City within which the Project Site is located in order to attract other private development which will enhance the tax base of the City and to further the objectives of the Redevelopment Plan, the City pursuant to its Home Rule Powers under Article 7 of the Constitution of the State of Illinois and the powers granted to the City pursuant to the Act, and Section 8-11-20 intends to provide to the Redeveloper Public Investment to help alleviate certain private costs of the Redeveloper in the form of reimbursement for certain eligible project costs for the renovation of office space and bank drive up facilities as described in EXHIBIT 3; and

WHEREAS, the construction cost of the Project (including renovation and soft costs) is estimated to be Three Million, Three Hundred Fifty Thousand Dollars (\$3,350,000) as more fully shown on EXHIBIT 2 attached hereto and made a part hereof; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Redeveloper would not undertake the Project in the City but would do so in another community; and

WHEREAS, consistent with the Redevelopment Plan and Redevelopment Area the City has the authority under the Act to incur specified redevelopment project costs (as defined in the Act, "Eligible Redevelopment Project Costs") and to pay and/or reimburse the Redeveloper for such Eligible Redevelopment Project Costs; and

WHEREAS, the City has determined that the Project requires the incentives requested as set forth in EXHIBIT 3 and that the Project will as a part of the Redevelopment Plan and Redevelopment Project, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to provide employment and generally to enhance the economy of the City.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS. Certain terms used in this Agreement including any exhibits, amendments or addenda thereto shall have the following meanings unless their content or use clearly indicates otherwise:

"**Act**" means the *Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq* as it may be amended from time to time.

"**Agreement**" means this City of Decatur/FirsTech Redevelopment Agreement, complete with all schedules and exhibits attached hereto, as it may be amended or supplemented from time to time.

"**Applicable Law**" means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Redeveloper, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility of public facilities.

"**Completion of Construction**" means complete construction, except for minor and ancillary alterations or additional work, so as to be available for the issuance of a certificate of occupancy pursuant to codes of the City.

"**Construction Plans**" mean construction documents that are complete for construction of the Project or any separate and distinct functional phase or part thereof and which will allow for the issuance of all Permits for the construction of the Project or any phase or part thereof required by all governmental agencies having jurisdiction over the construction of the Project.

"**Exterior Architectural Appearance**" means the architectural character, general composition and general arrangements of the exterior of the Project, and the adjacent plazas and pedestrian areas, including the kind, color and texture of the building material and the

type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from public streets and thoroughfares.

"Final Site Plan" means the final plan for the Project that sets forth the limits of the work to be done, the building locations, ingress and egress, loading areas, parking, if any, landscaping, signage and adjoining streets including one or more elevations or sketches showing the exterior features and designs of all the buildings or structures.

"Governmental Authority" means any agency, authority, board, branch, division, department or similar unit of any Federal, state, county or municipal or other governmental entity having jurisdiction over or validly imposing requirements on the City, the Redeveloper or the Project Site.

"Initial Plans" means the initial plans for the Project on file with the City, which plans show the conceptual layout of the Project on the Project Site including anticipated areas of ingress and egress, parking, driveways the relationship to other real property adjacent to the Project Site.

"Permits" means all licenses, approvals, permits, variances, authorizations, entitlements, registrations, and the like required by any Governmental Authority.

"Preliminary Plans" means plans and drawings, including a Preliminary Site Plan that are preliminary to the Construction Plans, which plans and drawings include but are not limited to the limits of the work to be done, the location of buildings and all auxiliary structures, ingress and egress, loading areas, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project if the Exterior Architectural Appearance of the Project has not been submitted as part of the Initial Plans.

"Preliminary Site Plan" means the site layout for the Project including parking, if any, buildings, ingress and egress, pedestrian and vehicular circulation, utilities, grading, storm water detention, landscaping and service areas, and all proposed dedications and easements.

"Project" means the renovated office and bank drive up and related facilities to be developed and constructed by the Redeveloper as more fully on described on EXHIBIT 1 attached hereto and made a part hereof.

"Public Investment" means the Real Estate Tax Increment in the manner provided in Article IV of this Agreement.

"Real Estate Tax Increment" means the *ad valorem* real property taxes levied and received by the City on the Equalized Assessed Value of the Project, the Project Site and any other structures or buildings on the Project Site less the Initial Equalized Assessed Value (as defined in the Act) for the Project Site as determined pursuant to the Act, which Initial Equalized Assessed Value equals \$ 686,920.00

"Redevelopment Area" means the City of Decatur/Olde Town TIF Redevelopment Project Area as adopted by the City in 2000.

"Substantial Completion or Substantially Complete" means complete construction of the shell and core, with finished interiors of common areas and, as to residential areas of each building, to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work.

ARTICLE II: DEVELOPMENT OF THE PROJECT

- 2.1 Development of the Project.** The Redeveloper will utilize its best efforts to develop the Project in a manner that is compatible with the Redevelopment Plan and Applicable Law.
- 2.2 Progress Reports.** During the development process, the Redeveloper shall submit monthly reports to the City commencing on the first day of July, 2016, and on the first day of each month thereafter until Substantial Completion of the Project, which reports will provide the City with information concerning costs of the Project, design of the Project and other matters relevant to the development and construction of the Project.
- 2.3 Preliminary Plans.** The Redeveloper, within Thirty (30) days of the date of this Agreement, shall submit to the City the Preliminary Plans for the Project. The City shall review the Preliminary Plans for conformance with the Redevelopment Plan, the Initial Plans, this Agreement and Applicable Law.
- 2.4 Approval of Preliminary Plans by City.** The City's approval or disapproval of the Preliminary Plans must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. If the City does not approve or disapprove said plans within thirty (30) days after receipt, they shall be deemed approved. If disapproved, the Redeveloper shall, within twenty (20) days from the date of disapproval, resubmit revised plans which the City shall review within twenty-one (21) days. This process shall repeat until the plans are approved by the City. In reviewing said plans, the City will take into account the normal and customary costs of developing and constructing projects of this type. Any request for change in the Preliminary Plans by the City shall not cause an unreasonable increase in the costs of the Project. The City will not unreasonably withhold its approval.
- 2.5 Final Site Plan.** By no later than the submission of the Construction Plans, the Redeveloper shall submit to the City a Final Site Plan. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, the Redevelopment Plan, this Agreement and Applicable Law.
- 2.6 Construction Plans.** The Redeveloper shall submit to the City no later than thirty (30) days prior to the commencement of construction, the Construction Plans. The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans, after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve

or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.

2.7 Amended Construction Plans. Prior to completion of the Project, if the Redeveloper desires to make any substantial change in the Construction Plans that significantly affect the appearance, function, or structural integrity of the Project, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of the Redevelopment Plan and this Agreement, meet Applicable Law and do not create a fundamental change in the nature, size or aesthetics of the Project, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. If the City disapproves of such change, it shall notify the Redeveloper in writing with specificity as to the reasons for the disapproval, in which event the Redeveloper may submit a revised change within a reasonable time thereafter. This process shall repeat until the revised plans are approved by the City or the change is abandoned by the Redeveloper. If such change is not so approved or rejected in writing within ten (10) days of receipt of the submission to the City from the Redeveloper, such change will be deemed approved.

2.8 Commencement and Completion Requirements.

2.8.1 Commencement. The Redeveloper shall commence construction of the Project no later than March 1, 2016.

2.8.2 Completion. The Redeveloper shall Substantially Complete construction of the Project within eighteen (18) months after commencement of construction or other mutually agreeable date.

2.9 Certificate of Completion. Promptly after Substantial Completion of construction of the Project and upon request of the Redeveloper, the City will execute and deliver to the Redeveloper a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns that the construction of the Project has been Substantially Complete in accordance with the provisions of this Agreement.

2.10 Form of Certification. The certification provided for in Section 2.9 shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Macon County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in which respects the Redeveloper has failed to Substantially Complete construction of the Project in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or steps will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.9 and this Section 2.10.

2.11 Quality of Construction and Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to Applicable Law including, but not limited to, design standards, environmental codes and life safety codes. The Redeveloper shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and the Final Site Plan. If the Project is constructed in compliance with the Construction Plans as approved pursuant to Section 2.6 above, it will be deemed to be in conformance with Building Codes of the City.

2.12 Utilities. Except as otherwise provided in this Agreement, all arrangements for utilities must be made by the Redeveloper with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site. Notwithstanding the foregoing, the City, if requested by the Redeveloper, shall make reasonable efforts to assist in obtaining utility rights and Permits.

2.13 Insurance.

2.13.1 Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Five Million (\$5,000,000) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as coinsureds and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.13.2 Builder's Risk Prior to Completion. During the construction of the Project as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by companies reasonably satisfactory to the City, and shall name the City as a coinsured. All such policies shall contain a provision that the same will not be cancelled or modified without a thirty (30) day written notice to the City.

- 2.14 Lien Waivers.** All contracts for construction of the Project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.
- 2.15 Rights of Inspection.** During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

ARTICLE III: CITY OBLIGATIONS

- 3.1 Public Investment.** The City shall provide the Public Investment pursuant to Article IV below.
- 3.2 Easements.** The City agrees to grant such temporary easements to the Redeveloper as necessary for the construction and completion of the Project.

ARTICLE IV: PUBLIC INVESTMENT

- 4.1 Public Investment.** The City will provide a reimbursement for Project Costs to be paid from Real Estate Tax Increment for each calendar year received by the City from the Project and the Project Site as set forth below. The Real Estate Tax Increment shall be utilized to reimburse the Redeveloper for those Eligible Project Costs that are set forth in Section 3 of the Act which are more fully described on EXHIBIT 3 attached hereto and made a part hereof:
- (a) Subject to reimbursement of Eligible Project Costs, commencing in the year following the year in which substantial completion of the project has occurred, and continuing for the next seven (7) years, the Redeveloper shall receive no later than October 15 of each year, an amount equal to 0, 20, 40, 60, 80, 100, and 100 Percent of the Real Estate Tax Increment for the previous calendar year actually received by the City. Provided however, that if there is a partial year assessment, the Redeveloper may elect to have said abatement/rebate commence the year following the year of the partial assessment.
- (b) In the event Decatur/Macon County Enterprise Zone #39 is not extended by the State of Illinois, Redeveloper shall be entitled to One Hundred Percent (100%) of the Real Estate Tax increment.
- (c) Notwithstanding anything else contained in this Agreement, the obligation for the annual reimbursement of Eligible Project Costs from Real Estate Tax Increment shall terminate on the earlier of: (i) seven (7) years after the commencement of such abatement/rebate or (ii) May 15, 2023.

ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

5.1 Conditions Precedent to Transaction. The City's obligations under this Agreement (including, without limitation, the obligation for Public Investment) shall, for the Project, be subject to:

- (a)** Insurance. Proof that the policies of insurance of the types and coverages specified in Section 2.13 hereof have been obtained and are in force with regard to the Project.
- (b)** Plans. Approval of the Plans and construction plans for the pursuant to Article II hereof.
- (c)** Construction Contracts. Executed construction contracts covering the construction of the Project.
- (d)** Declaration of Covenants, Uses and Restrictions. Declarations of Covenants, Uses and Restrictions in the form attached hereto as EXHIBIT 4 executed by the Redeveloper covering the Project and the Project Site.
- (e)** Approvals. A certificate by the manager or authorized officer of the Redeveloper, as the case may be, that all of the approvals necessary to proceed with the Project as intended herein have been obtained including the approval of this Agreement.

ARTICLE VI: OPERATION OF THE PROJECT

- 6.1 Operation and Maintenance of the Project.** During the period that the Redeveloper is receiving Public Investment pursuant to Article IV, (a) the Redeveloper for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement and (b) the Redeveloper shall operate the Project in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS

- 7.1 Project Subject to Redevelopment Plan and Agreement.** The Redeveloper agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.
- 7.2 Non-discrimination.** The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.
- 7.3 Property Taxes.** Redeveloper acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Project Site. The Redeveloper covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Project Site, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Project Site, or a portion thereof, the City, no less than sixty (60) days after written notice to the Redeveloper, shall be entitled to rescind the grant of benefits by the City to the Redeveloper pursuant to this Agreement and after such rescission the Redeveloper shall promptly reimburse the City for the cost of all the benefits granted by the City to the Redeveloper pursuant to this Agreement that have theretofore been received by the Redeveloper. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Redeveloper, the Redeveloper takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Redeveloper shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or

collection of real property taxes, but nothing contained herein shall relieve the Redeveloper from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes.

- 7.4 Duration of Covenants.** It is intended and agreed that the covenants provided in Sections 7.1 and 7.3 of this Agreement shall remain in effect until the earlier of (i) termination of the Redevelopment Plan, or (ii) May 15, 2023 and that the covenants provided in Section 7.2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.
- 7.5 Covenants Running with the Land.** Subject to Section 7.4, it is intended and agreed that the covenants set forth in Sections 7.1, 7.2 and 7.3 above shall be covenants running with the land and Sections 7.1 and 7.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 7.2 hereof, the City, the State of Illinois and the United States of America.
- 7.6 Covenants Binding for the Benefit of City.** Subject to Section 7.4, it is also intended and agreed that the foregoing covenants set forth in Sections 7.1, 7.2 and 7.3 shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 7.4 and 7.5.
- 7.7 Forms of Covenants and Restrictions.** Certain of the covenants, uses and restrictions referred to in this Article VII shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as EXHIBIT 4, which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Redeveloper commences construction of the Project.

ARTICLE VIII: INDEMNIFICATION

- 8.1 Redeveloper Indemnification of the City.** So long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), the Redeveloper agrees to indemnify and save the City and its officers and employees harmless against all claims arising from (i) the Redeveloper's operation or management of the Project, or from any work or thing done by the Redeveloper on the Project Site, or any work or activity of the Redeveloper connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Redeveloper or any of its agents, contractors, servants or

employees; (iv) any violation by the Redeveloper of any easements, conditions restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; or (v) any violation of Applicable Law by Redeveloper or any of its agents, servants or employees. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project or Project Site or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Project Site or part thereof. Notwithstanding the foregoing, the Redeveloper shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

- 8.2 City Indemnification of the Redeveloper.** To the extent not prohibited by law, the City, so long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Redeveloper and its directors, officers, members, managers, employees and agents from any and all claims, damages, costs, and expenses, including without limitation, reasonable attorney's fees and normal and customary costs of litigation arising from: (a) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (b) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (c) any violation of Applicable Law. The City agrees to indemnify and save the Redeveloper harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive the City's rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided further, and notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Redeveloper harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Redeveloper, its officials, agents, or employees.

ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction. The Redeveloper represents and agrees that prior to the Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof) the following prohibitions and restrictions shall apply to the transfer of the Project:

9.1.1 Prohibitions. The Redeveloper has not made or created, and will not, prior to the Substantial Completion of construction of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements, without the prior written approval of the City. Notwithstanding the foregoing, nothing contained herein shall limit the Redeveloper's right to transfer the Project and the Project Site in connection with a merger or sale of substantially all of the assets of FirsTech, Busey Bank or First Busey Corporation.

9.1.2 Conditions for Approval. The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval pursuant to this Section 9.1, that:

- (a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).
- (b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). The fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent

specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.

- (c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.
- (d) The Redeveloper and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of the Redevelopment Plan and this Agreement.

9.2 Transfer of Project After Completion of Construction. After Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof), the Redeveloper (and any subsequent owner) may transfer the Project (or any portion thereof) without the consent of the City by instrument in writing reasonably satisfactory to the City, and in a form recordable among the land records, pursuant to which the transferee shall expressly assume with regard to the Project (or any portion thereof) all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject with regard to the Project or any portion thereof. The fact that any transferee of, or any other successor in interest whatsoever to, the Project (or any portion thereof), shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project (or any portion thereof), or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer. No such transfer shall be deemed to transfer any rights of the Redeveloper to the reimbursements set forth under Article IV above, unless such rights are expressly set forth in the instrument of assignment.

- 9.3 Status of Assignee.** Any assignee of the Redeveloper prior to Substantial Completion, who is approved under the terms of 9.1 above, shall be considered the "Redeveloper" for all purposes of this Agreement as to such portion of the Project that has been assigned.
- 9.4 Assignment to Affiliated Entity.** Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided that such entity or its guarantors has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 9.1.2 (a) through (d) of this Agreement.
- 9.5 No Release of Redeveloper.** Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE X: DEFAULT AND REMEDIES

- 10.1 Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement:
- 10.1.1 Misrepresentation.** If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- 10.1.2 Breach.** Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.
- 10.2 Remedies Upon Default.** In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default. In case the City or the Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

10.3 Other Rights and Remedies of City and Redeveloper: Delay in Performance Waiver.

10.3.1 No Waiver by Delay. Any delay by the City or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or the Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or the Redeveloper with respect to any specific Event of Default by the Redeveloper or the City under this Agreement be considered or treated as a waiver of the rights of the City or the Redeveloper under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or the Redeveloper.

10.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

10.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper with respect to the beginning and completion of the construction of the Project, shall be extended for the

period of the enforced delay. Any party seeking the benefit of the provisions of this Section shall within thirty (30) days after the beginning of any such enforced delay notify the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

- 10.4 Limitation of the Developer's Liabilities.** In the event the Project is not substantially completed as set forth herein and prior to receipt of any Tax Increment abatement or rebate, City or Redeveloper may terminate this Agreement, in which case Redeveloper shall not be entitled to any Tax Increment abatement or rebate.

ARTICLE XI: TERMINATION OF AGREEMENT

- 11.1 Termination by the City.** The City has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the Redeveloper as follows if any Event of Default by the Redeveloper is not cured within the time frame set forth in Article XI above.
- 11.2 Termination by the Redeveloper.** The Redeveloper has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the City as follows if any Event of Default by the City is not cured within the time frame set forth in Article X above.

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to construction of the Project provided for in this Agreement that the following will apply:

- 12.1 Non-Discrimination.** The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- 12.2 Advertising.** The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- 13.1 Organization.** The Redeveloper is an Illinois corporation and is in good standing with the State of Illinois.
- 13.2 Authorization.** The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 13.3 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.
- 13.4 Pending Lawsuits.** There are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.
- 13.5 Location of Project.** The Project will be located within the Project Site.
- 13.6 Conformance with Requirements.** The Redeveloper represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE XIV: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

- 14.1 Organization and Authorization.** The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement. Any payments made by the City or assistance provided by the City pursuant to Article IV of this Agreement shall be authorized by the Act and all other Applicable Laws.

- 14.2 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.
- 14.3 Pending Lawsuits.** There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XV: MISCELLANEOUS

15.1 Authorized Representatives.

15.1.1 Redeveloper. By complying with the notice provisions hereof, each of FirsTech and Busey Bank shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the such entity, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of such entity.

15.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

- 15.2 Entire Agreement.** The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper with respect to the subject matter hereof.
- 15.3 Binding Upon Successors in Interest.** Subject to Section 9.1 above, this Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.
- 15.4 Titles of Paragraphs.** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.
- 15.5 Notices.** Notices or demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to:

the City:

with copies to:

City Clerk
1 Gary K. Anderson Plz.
Decatur, IL 62523

Assistant City Manager for Development Services
1 Gary K. Anderson Plaza
Decatur, IL 62523

Corporation Counsel
1 Gary K. Anderson Plaza

Decatur, IL 62523

the Redeveloper:

FirstTech, Inc.
Attn: Howard Mooney
130 N. Water St.
Decatur, IL 62523

Busey Bank
Attn: Sheri Boberg
201 W. Main St.
Urbana, IL 61801

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

- 15.6 Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.
- 15.7 Memorandum of Agreement.** At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project and the Project Site in the form attached as EXHIBIT 5.
- 15.8 Further Assistance and Corrective Instruments.** The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.
- 15.9 Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving said written amendment, as provided by law, and by the execution of said written amendment by the parties or their successors in interest.
- 15.10 Waiver.** Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any rights or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.
- 15.11 Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 15.12 No Joint Venture, Agency, or Partnership Created.** Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of the partnership, agency, or joint venture between or among such parties.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR
an Illinois municipal corporation

By:

Title: Mayor, City of Decatur, IL

Attest:

By:

FIRSTECH, INC.
An Illinois Corporation

By:

Print Name: Howard Mooney
Title: President

BUSEY BANK
An Illinois Banking Corporation

By:

Print Name:
Title:

**CITY OF DECATUR/FIRSTECH
REDEVELOPMENT AGREEMENT**

EXHIBITS

- 1. Project Narrative and Project Site**
- 2. Project Costs**
- 3. Tax Increment Eligible Project Costs and incentives**
- 4. Declaration of Covenants, Uses and Restrictions**
- 5. Memorandum of Agreement**

EXHIBIT 1

A: General Narrative Description of Project – The project consists of the demolition of the South East Buildings for increased parking, the remodel of both the interior and exterior façade of the North East buildings, the demolition of a bank drive thru and the construction of a new drive thru. This project will take place in the heart of the City’s \$14,000,000 Streetscape project adding to the further beautification of Decatur’s downtown.

B. Project Site

PARCEL 1: 04-12-14-156-005

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD LT 1 & 30 W & ADJ & W1/2 LT 4 BLK 7 TIF IRREG LT 2 (EXC E1/2 N1/2) & W1/2 LT 58 04 2 04 0306 000 00 (Commonly known as: 230 East Main, Decatur, Illinois)

PARCEL 2: 04-12-14-156-008

The East half (E ½) of Lot Four (4) in Block Six (6) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company’s Addition as per Plat recorded in Book “G”, Page 365, of the Records in the Recorder of Deeds of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). (Commonly known as: 253 South Park, Decatur, Illinois)

PARCEL 3: 04-12-14-156-009

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD E1/2 L 4 & ALL LT5 B7 TIF IRREG 1991 88BK2275/14 (Commonly known as: 254 East Main, Decatur, Illinois)

PARCEL 4: 04-12-14-156-004

Lot Six (6) in Block Seven (7) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company’s Addition to Decatur, according to the Plat thereof filed for record in the Office of the Recorder of Deeds in and for said County and State on April 21, 1837, and recorded in Book G, Page 365. (Commonly known as: 263-265 South Park, Decatur, Illinois.)

PARCEL 5: 04-12-14-156-001

L 0000 B 02 North Decatur ADD N/K/A ALLEN MCREYNOLDS & CO ADD ALL B2 & 60 E & ADJ N1/2 & / TIF IRREG 30E & ADJ S1/2 58 04 2 04 0281 000 00 (Commonly known as: 130 N. Water, Decatur, Illinois)

EXHIBIT 2

Project Costs

	FirsTech	Busey
SITE		
Site Construction (includes infill and paving)	\$150,000	
Demo of FirsTech Building	\$200,000	
Demo Auto Bank		\$50,000
Sub-Total	\$350,000	\$50,000
BUILDING		
Remodel Dewitt (7,700 sf @ \$125/sf)	\$962,500	
Finish Upgrade for Plaza 2 nd Floor(5,500 sf @ \$50/sf)	\$275,000	
Structural Upgrade for Plaza 1 st Floor(2,700 sf @ \$15/sf)	\$40,500	
Drive Up Construction		\$250,000
Paving		\$100,000
Teller Remodel		\$25,000
Sub-Total	\$1,278,000	\$375,000
<u>CONTINGENCY</u>		
Design Contingency	\$80,000	\$20,000
Bid Contingency	\$80,000	\$20,000
Construction Contingency	\$80,000	\$20,000
Sub-Total	\$240,000	\$60,000
TOTAL	\$1,868,000	\$485,000
ARCHITECTURAL FEES/COSTS		
Architect/Engineering Design Fees	\$156,500	\$48,500
Additional Site Observation	\$2,500	\$2,500
Reimbursable Expenses:		
Document Printing	\$2,500	\$2,500
Construction Testing	\$2,500	\$2,500
TOTAL	\$164,000	\$56,000
<u>OTHER COSTS</u>		
Technology/Telecom	\$360,000	\$185,000
Furnishings/Fixtures	\$150,000	
Drive-Up Equipment	\$25,500	\$11,500
TOTAL	\$535,500	\$241,500
OVERALL TOTALS	\$2,567,500	\$782,5000
TOTAL PROJECT COST: \$3,350,000		

EXHIBIT 3

Tax Increment Eligible Project Costs

ELIGIBLE REDEVELOPMENT PROJECT COSTS	ALLOCATED AMOUNTS
Land Acquisition	\$0
Site Preparation/demolition	\$400,000
Planning and Engineering	\$220,000
Rehabilitation Renovation/Remodeling	\$1,653,000
TOTAL ELIGIBLE PROJECT COST	\$2,273,000

OWNER/DEVELOPER SHARE OF TIF INCREMENT COLLECTED BY MUNICIPALITY AND NOT ABATED THROUGH ENTERPRISE ZONE

Real Estate	Developer*
Year 1	0%
2	20%
3	40%
4	60%
5	80%
6	100%
7	100%

* Subject to sufficiency of Estimated Redevelopment Project Costs and generation of incremental taxes.

EXHIBIT 4

Prepared By:

Patrick Hoban & Billy Tyus
City of Decatur
1 Gary K Anderson Plaza
Decatur, Illinois 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur 62523

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

FirsTech, Inc., an Illinois corporation (the "Declarant"), is the owner of certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site").

The Declarant and Busey Bank have entered into the Redevelopment Agreement (the "Agreement") dated as of _____, 2015, with the City of Decatur (the "City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site, which Project will further the development of the City of Decatur, Illinois Olde Towne TIF Tax Increment Redevelopment Plan adopted by the City _____, 2015 (the "Plan"). The Plan was recorded with the Macon County Recorder on _____, 2015 as Document No. _____. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement; and for the purpose of enhancing and protecting the purposes of the Plan as aforementioned, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement.
2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part thereof.

EXHIBIT 4

3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Decatur fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

GENERAL PROVISIONS

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until the earlier of (i) termination of the Plan or (ii) December 31, 2022; and the covenants provided in Section 2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

5. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event and without regard to technical classification or designation as legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 above, the City, the State of Illinois, and the United States of America.

6. Failure by the City or as the case may be, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

7. Invalidity of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

8. Covenants and restrictions of this Declaration may be amended by the Declarant only by duly recording an instrument, executed and acknowledged by the City.

EXHIBIT 4

Executed at Decatur, Illinois, on the date first above written.

FIRSTECH, INC.
an Illinois Corporation

By:

Print Name: Howard Mooney
Title: President

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Howard Mooney personally known to me to be the President of FirsTech, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such officer, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

EXHIBIT 4

EXHIBIT A

B. Project Site

Perimeter legal

PARCEL 1: 04-12-14-156-005

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD LT 1 & 30 W & ADJ & W1/2 LT 4 BLK 7 TIF IRREG LT 2 (EXC E1/2 N1/2) & W1/2 LT 58 04 2 04 0306 000 00 (Commonly known as: 230 East Main, Decatur, Illinois)

PARCEL 2: 04-12-14-156-008

The East half (E ½) of Lot Four (4) in Block Six (6) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition as per Plat recorded in Book "G", Page 365, of the Records in the Recorder of Deeds of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). (Commonly known as: 253 South Park, Decatur, Illinois)

PARCEL 3: 04-12-14-156-009

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD E1/2 L 4 & ALL LT5 B7 TIF IRREG 1991 88BK2275/14 (Commonly known as: 254 East Main, Decatur, Illinois)

PARCEL 4: 04-12-14-156-004

Lot Six (6) in Block Seven (7) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition to Decatur, according to the Plat thereof filed for record in the Office of the Recorder of Deeds in and for said County and State on April 21, 1837, and recorded in Book G, Page 365. (Commonly known as: 263-265 South Park, Decatur, Illinois.)

PARCEL 5: 04-12-14-156-001

L 0000 B 02 North Decatur ADD N/K/A ALLEN MCREYNOLDS & CO ADD ALL B2 & 60 E & ADJ N1/2 & / TIF IRREG 30E & ADJ S1/2 58 04 2 04 0281 000 00 (Commonly known as: 130 N. Water, Decatur, Illinois)

EXHIBIT 5

Prepared By:

Billy Tyus
City of Decatur
1 Gary K Anderson Plaza
Decatur, Illinois 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur 62523

MEMORANDUM OF AGREEMENT

FirsTech, Inc., an Illinois corporation, and Busey Bank, an Illinois banking corporation (collectively, the "Redeveloper"), and the City of Decatur (the "City") have entered into a Redevelopment Agreement dated as of _____, 2015 (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: _____, 2015

CITY OF DECATUR
an Illinois municipal corporation

FIRSTECH, INC.
An Illinois Corporation

By: _____
Its City Manager

By: _____
Print Name: Howard Mooney
Title: President

Attest:

BUSEY BANK
An Illinois Banking Corporation

By: _____
Its City Clerk

By: _____
Print Name:
Title:

EXHIBIT 5

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the City Manager and City Clerk, respectively, of the City of Decatur, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Howard Mooney, personally known to me to the President of FirsTech, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such officer and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public

EXHIBIT 5

EXHIBIT A

Project Site

B. Project Site

Perimeter legal

PARCEL 1: 04-12-14-156-005

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD LT 1 & 30 W & ADJ & W1/2 LT 4 BLK 7 TIF IRREG LT 2 (EXC E1/2 N1/2) & W1/2 LT 58 04 2 04 0306 000 00 (Commonly known as: 230 East Main, Decatur, Illinois)

PARCEL 2: 04-12-14-156-008

The East half (E ½) of Lot Four (4) in Block Six (6) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition as per Plat recorded in Book "G", Page 365, of the Records in the Recorder of Deeds of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). (Commonly known as: 253 South Park, Decatur, Illinois)

PARCEL 3: 04-12-14-156-009

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD E1/2 L 4 & ALL LT5 B7 TIF IRREG 1991 88BK2275/14 (Commonly known as: 254 East Main, Decatur, Illinois)

PARCEL 4: 04-12-14-156-004

Lot Six (6) in Block Seven (7) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition to Decatur, according to the Plat thereof filed for record in the Office of the Recorder of Deeds in and for said County and State on April 21, 1837, and recorded in Book G, Page 365. (Commonly known as: 263-265 South Park, Decatur, Illinois.)

PARCEL 5: 04-12-14-156-001

L 0000 B 02 North Decatur ADD N/K/A ALLEN MCREYNOLDS & CO ADD ALL B2 & 60 E & ADJ N1/2 & / TIF IRREG 30E & ADJ S1/2 58 04 2 04 0281 000 00 (Commonly known as: 130 N. Water, Decatur, Illinois)

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
November 3, 2015

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 12:00 P.M.

PRESENT: CHAIRMAN Robyn McCoy
VICE-CHAIRMAN Jerry Taylor
COMMISSIONER Lori Donley
SECRETARY Penny Frank
PERSONNEL SPECIALIST Melissa Rowcliff
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: COMMISSIONER Tony Wilkins

The Minutes of the October 14, 2015 regular meeting were presented. Commissioner Taylor moved that the October 14, 2015 minutes be approved, with the necessary corrections, seconded by Commissioner Donley, and upon call of the roll, Commissioners Donley, Taylor, and McCoy voted aye. Secretary Frank declared the motion carried.

Commissioner Donley moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Taylor, and upon call of the roll, Commissioners McCoy, Donley, and Taylor voted aye. Secretary Frank declared the motion carried.

Commissioner Taylor moved to recess to Open Session, seconded by Commissioner Donley, and upon call of the roll, Commissioners Donley, Taylor, and McCoy voted aye. Secretary Frank declared the motion carried.

Commissioner McCoy called for New Business:

Personnel Actions

Commissioner Donley moved that the appointment, civil service status request, oral and written reprimands, administrative leave with pay, suspensions, leave of absence request, and retirement be received, placed on file, and approved, seconded by Commissioner Taylor, and upon call of the roll, Commissioners, McCoy, Donley, and Taylor voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Fleet Mechanic, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Donley, and upon call of the roll, Commissioners Taylor, McCoy, and Donley voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Fleet Mechanic, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Donley, and upon call of the roll, Commissioners Taylor, McCoy, and Donley voted aye. Secretary Frank declared the motion carried.

There being no further business, Commissioner Taylor moved to adjourn the meeting, seconded by Commissioner Donley, and upon call of the roll, Commissioners Taylor, Donley, and McCoy voted aye. Secretary Frank declared the meeting adjourned at 12:07 P.M.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Penny Frank".

Penny Frank
Secretary

MINUTES OF THE MEETING
OF THE
DECATUR PLAN COMMISSION
Thursday, December 3, 2015
City Council Chamber, Decatur Civic Center

The December 3, 2015 meeting of the Decatur City Plan Commission was called to order at 3:03 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, Jack Myatt,
Kent Newton, Terry Smith, Glenn Livingston

Members Absent: Ed Harris, Susie Peck, Mike Sotiroff

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

It was moved and seconded (Myatt/Smith) to approve the minutes of the October 1, 2015 meeting of the Decatur City Plan Commission as presented. Motion carried unanimously.

New Business

Cal. No. 15-57	Petition of B & R DEVELOPMENT, LLP to rezone property located at 5285 EAST MARYLAND STREET from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.
----------------	---

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

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 7.39 acres and is located at 5285 East Maryland Street. The site is currently developed with a single family residential structure and two (2) accessory structures.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the west and R-6 Multiple Dwelling District to the south. The Village of Long Creek is to the east and there is City ROW, State ROW and Railroad ROW to the north. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The permitted land uses in the M-1 District are compatible with the land uses to the west, north and south and the zoning district to the west.

Although the Comprehensive Plan shows this area as retail, staff is of the opinion that uses permitted in the M-1 District will not alter the essential character of the general area.

If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development 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 15-57 to the City Council with a recommendation for approval is suggested.

Mr. Robert Cox, representative, was sworn in by Mrs. Poland.

Mr. Cox stated the current plan for the property is to have a two (2) lot minor subdivision with plans for having a retail business on the front lot and some type of storage units on the rear lot.

There were no questions and no objectors present.

It was moved and seconded (Smith/Myatt) to forward Calendar No. 15-57 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 15-58	Petition of BILLY TYUS, ASSISTANT CITY MANAGER, to rezone property located at 2800 NORTH WATER STREET from M-1 Intense Commercial-Light Industrial District to B-2 Commercial District.
----------------	---

Ms. Stickle presented the recommendation of staff:

The subject site located at 2800 North Water Street is currently zoned M-1 Intense Commercial/Light Industrial District and consists of approximately 6.64 acres. The eastern half of a commercial strip center is located on the subject site.

The petitioner proposes to rezone from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District.

Rezoning the site from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District will 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. It will also allow the entire commercial strip center to be located in the same zoning district.

Additionally, the City has in recent years made efforts to promote this corridor as Commercial/retail, providing Enterprise Zone incentives for retail development both here and along Eldorado St. It represents one of the city's most heavily traveled corridors and currently stands ripe for retail redevelopment. Both corridors currently facilitate high traffic counts, infrastructure is in place for development, they are highly visible and represent areas that can provide the best return for our investment of incentives. This site has for decades existed as a retail center.

The surrounding zoning includes M-1 Intense Commercial-Light Industrial District to the north, south and east and B-2 Commercial District to the east and west. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The existing uses of the property are permitted uses in the B-2 Commercial District. The permitted uses of the B-2 District 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 15-58 to the City Council with a recommendation for approval is suggested.

There were no questions and no objectors present.

It was moved and seconded (Frantz/Newton) to forward Calendar No. 15-58 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 15-60	Petition of BILLY TYUS, ASSISTANT CITY MANAGER, for amendments to the City of Decatur Zoning Ordinance Section XXIV.C.-Off-Street Parking and Loading Requirements-Required Number of Spaces by Use.
----------------	--

Mr. Billy Tyus was sworn in by Mrs. Poland.

Mr. Tyus presented the recommendation of staff:

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION XXIV. Off-Street Parking and Loading Requirements. It is Staff's hope that this change will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendment will make parking requirements specifically for a video gaming parlor as it was added to the Zoning Ordinance as a separate permitted use in the B-2 Commercial District and M-1 Intense Commercial/Light Industrial District earlier in the year.

The proposed amendment will call out specific parking requirements for a video gaming parlor. Currently, video gaming parlors are following the requirements of restaurant, night club, café, bar, cocktail lounge, or similar food service, recreation or amusement establishment. The proposed amendment will have parking will be based on the number of video gaming machines in the establishment as well as the number of employees on the maximum working shift and the square footage of the establishment.

Staff recommends approval of the amendment as proposed.

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 15-60 to City Council with a recommendation of approval is suggested.

Mr. Tyus said currently the parking requirements for the video gaming parlors are the same as it is for restaurants and bars. Staff has found these parlors typically do not have a large number of vehicles parked at the establishment and felt this recommendation was fair. This does not affect restaurants and bars, only the video gaming parlors.

Mr. Jack Myatt asked how many video gaming parlors the City has now. Mr. Tyus said he believes there are approximately 54 establishments that have video gaming machines, he is not certain of the number of video gaming parlors.

Mr. Tyus said the video gaming parlors are places where video gaming is the primary use. It is not a restaurant. They are normally between 1,500 and 2,000 square feet. This amendment will lower the parking requirement to one (1) parking space per machine and one (1) parking space per employee. The video gaming parlors are only allowed five (5) machines per establishment. If the facility is more than 2,000 square feet, an additional parking space will be required for each additional 200 square feet.

Mr. Bruce Frantz asked if groups of people go to these establishments. Mr. Tyus said he visited a number of these facilities and found there were not gatherings of people who were waiting for machines. Mr. Tyus said a number of these establishments are located in shopping centers which have ample parking.

Chairman Glenn Livingston asked if there has been an increase in the video gaming parlors since last year. Mr. Tyus said absolutely. Chairman Livingston asked if the number of video gaming parlors is projected to expand in the future. Mr. Tyus said he has not seen a slowdown in the last couple of months.

Mr. Frantz asked if there was a limit to the number of establishments in the City. Mr. Tyus said no. There will be a study session coming up concerning these facilities. Mr. Tyus said State Statute governs the number of machines you can have in a facility which is presently five (5).

Chairman Livingston asked what the requirements to get a video gaming license are. Mr. Tyus said the State governs them and one of the requirements is a liquor license that allows them to pour. Fraternal organizations are also allowed to have the gaming machines. Certain standards have to be met in order to have the machines. They are considered businesses and have to obtain a Class P liquor license. The City does regulate where they can be located within the City.

Mr. Frantz asked if the establishment had to sell liquor. Mr. Tyus said yes. Mr. Frantz asked if even the fraternal organizations had to sell liquor. Mr. John Robinson stated yes.

There were no objectors present.

It was moved and seconded (Myatt/Newton) to forward Calendar No. 15-60 to the City Council with a recommendation for approval. Motion carried unanimously.

There being no further business, it was moved and seconded (Harris/Sotiroff) to adjourn the meeting. Motion carried unanimously. Chairman Glenn Livingston declared the meeting adjourned at 3:21 P.M.



Kent Newton, Secretary
Decatur City Plan Commission

City Clerk

DATE: 1/13/2016

MEMO: 2016-01

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Investment Advisory Committee, Fire Rescue and Response Advisory Board,
Landmark Mall Maintenance Committee

SUMMARY RECOMMENDATION:

On the Agenda for the January 19, 2016, Council meeting are three (3) items related to a Board and two (2) Committees that are no longer active and functioning but still remain in the City Code or related Resolutions.

An Investment Advisory Committee was established by a Resolution in 1959. This committee has not functioned in any manner for at least fifteen (15) years. The City Council recently appointed the City Manager and the City Treasurer as investment agents for the City. The Investment Advisory Committee is no longer needed.

Chapter 44.1 of the City Code created the Fire Rescue and Response Advisory Board. This Board was created following the advent of the Hazardous Materials Team of the Decatur Fire Department approximately fifteen (15) years ago. Some of our local corporations provided monies for the creation of this Board. These monies are no longer accepted for this team and therefore, the Board is no longer active in any capacity.

The Landmark Mall Maintenance Committee was established in the 1970's to provide for the annual maintenance of the Landmark Pedestrian Mall which in turn provided for the amount necessary to assess the property owners in that area. The Finance Department indicates that there are no more assessments being made. The purpose for which the Committee was formed no longer exists and the Committee is no longer active.

Staff recommends the approval of the Resolution repealing the Resolution establishing the Investment Advisory Committee, the Ordinance repealing Chapter 44.1 of the City Code Fire Rescue and Response Advisory Board and the Ordinance repealing Ordinance No. 5420 establishing the Landmark Mall Maintenance Committee.

ATTACHMENTS:

Description	Type
Resolution Repealing Resolution No. 37884	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	1/14/2016 - 1:05 PM

RESOLUTION NO. _____

RESOLUTION REPEALING RESOLUTION NO. 37884

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

Section 1. That Resolution No. 37884, passed by the Council on July 27, 1959,
establishing the Investment Advisory Committee, be, and the same is hereby repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of January,
2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

PUBLISHED this _____ day of January, 2016

City Clerk

ORDINANCE NO. _____

**ORDINANCE REPEALING CITY CODE CHAPTER 44.1
FIRE RESCUE AND RESPONSE ADVISORY BOARD**

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

Section 1. That City Code Chapter 44.1, Fire Rescue and Response Advisory Board, of
the City Code be, and the same is hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of January,
2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

PUBLISHED this _____ day of January, 2016

City Clerk

ORDINANCE NO. _____

ORDINANCE REPEALING ORDINANCE NO. 5420

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

Section 1. That Ordinance No. 5420, passed by the Council on January 18, 1971,
establishing the Landmark Mall Maintenance Committee, be, and the same is hereby repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of January,
2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

PUBLISHED this _____ day of January, 2016

City Clerk

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
#2016 - 01

DATE: January 10, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Informational Letter Concerning City Funding to Various Entities within the City of Decatur for Calendar Year 2016

The City Council has approved through prior action certain operational funding to various entities within the City of Decatur.

This letter will serve in providing Council Members with the current status of operational funding to the various entities during fiscal year 2016.

Community Investment Corporation of Decatur ("CICD") – original agreement dated January 7, 1997, for a one year period, with annual evergreens unless terminated by either party with 90 day notice period. This agreement remains in effect. Per the agreement, CICD is responsible for the *"administration of the Decatur Industry and Technology Center ("DITC")"*, and CICD is responsible for the *"administration of current and future HOME funds for the purpose of selection of the participating Community Housing Development Organization ("CHDO") and for providing technical assistance to the CHDO's"*. Per the agreement, the City would provide annual funding in the amount of \$84,000. The current funding level provided by the City to the CICD is \$70,000. The amount was reduced from the original agreement amount sometime under the administration of City Manager Garman.

Decatur Area Convention and Visitors Bureau ("CVB") – original agreement dated August 19, 1981, for an original term ending April 30, 1982. Subsequent one year agreements (with gaps) were entered into between the parties through the period ending April 30, 2000, thus being the last agreement of record on file with either party. Per the agreement, the *"City will provide operational funding to the CVB in exchange for CVB efforts in the promotion of conventions and tourism in the Decatur, Illinois area and to acquaint and inform the public as to these objectives by providing information and other civic and educational features as will foster, encourage and stimulate these purposes"*. City funding levels have increased over the period from an original annual funding of \$118,000 to the present 2016 annual funding level of \$240,000. Further, in recent years, the City has provided annual funding of \$20,000 for City sponsorship of the Decatur/Forsyth LPGA Semetra Golf Classic and \$10,000 for City sponsorship of the Farm Progress Show exhibitor dinner. Both of these sponsorships transact through the CVB. In 2016, the City will provide funding to the CVB in the amount of \$240,000 and fund an additional \$20,000 for the golf event sponsorship for a total of \$260,000.

Decatur/Macon County Senior Center – original agreement dated September 21, 1988 when the City transferred responsibility for the City former Office on Aging to the Decatur/Macon County Senior Center. Agreement stipulated that the Senior Center shall act as an independent contractor whereas the City has no rights or obligations in the management of Senior Center operations. The term of the original agreement expired August 31, 1999, with two automatic one

year renewals to August 31, 2001. This is the last agreement on file with the City of Decatur. Over the years since 1998 the City has provided a variety of funding support to the Senior Center, including annual operational subsidy payments, circa 2003 purchase of the Senior Center property located at 355 N. Water Street for \$250,000, circa 2003 parking lot construction payment of \$37,224 at the current 22nd Street location, and circa 2006 payment of \$20,000 for general maintenance and upkeep of the 22nd Street facility. Per the 1998 agreement, the City would provide an annual funding payment in the amount of \$71,000. The current annual funding provided by the City of Decatur is \$67,000. The amount was reduced from the original agreement amount sometime under the administration of City Manager Garman.

Decatur Economic Development Corporation ("EDC") – City provides an annual funding payment to the EDC in the amount of \$60,000.

Civic Center Authority ("Authority") – original agreement dated December 20, 1976, as amended on March 14, 1977, and as amended November 24, 1980. Agreements defined the Authority acquisition of a site for construction of a Civic Center to include an arena, municipal offices, theater, meeting rooms, mall and parking at a project cost of \$11.244 million funded by State of Illinois contribution in the amount of \$8.433 million and City of Decatur contribution in the amount of \$2.811 million; and the agreements defined the duties and obligations of the Authority and the City in the operation of the Civic Center. *Agreement stipulates that the City is entitled to possession of office space in the facility for a period ending June 30, 2079, rent free, and in consideration the City shall be responsible to pay the cost of maintenance of space, including all utilities, janitorial services and non-structural repairs within the municipal office space; City shall maintain an operating reserve of \$100,000 and if said operating reserve fund is exhausted, the City shall pay any deficit in operating expense incurred by the Authority in operation of the Civic Center; Authority is not obligated to repay the City for any funds contributed to the Authority, and the Authority is obligated to pass any operating surplus beyond the \$100,000 operating fund reserve to the City to aid in the retirement of any debt service cost of the City investment of \$2.811 million that constructed the Civic Center.* In 1998 and 1999, the City entered into agreement(s) with the Authority to participate in the funding of certain HVAC and facility repair and maintenance costs of \$640,000, whereby the agreements stipulated the City would fund the projects and the Authority would repay the City for Authority share of the cost of \$377,000 over a period of time defined in the agreements. The Authority was only able to repay the City \$73,000 of the \$377,000 agreement obligation to the City in the period from 1998 and 1999. In December 2013, the City forgave the remaining outstanding Authority obligation to the City in the amount of \$304,000, with consideration of City equity in the Civic Center enterprise, whereby, the City shall be reimbursed upon dissolution of the Authority if and only if the Authority, upon dissolution, has sufficient assets and equity to reimburse the City. At present, the City makes an annual operational subsidy payment to the Civic Center at the beginning of the fiscal year to finance the Authority operation. In 2016, the annual subsidy payment is \$406,614, an increase from the 2015 annual subsidy payment of \$405,803.

Sister City Program – The City has funded the Sister City Program in the amount of \$7,500 in recent years. The 2016 funding level is \$7,500.

CONO Program – The City has funded the program in the amount of \$9,000 in recent years. The 2016 funding level is \$9,000.

Summary – All of aforementioned funding levels have been contemplated in the 2016 Budget approved by the City Council with Council Resolution 2015-1314 passed by Council December 7, 2015.

Water Management

DATE: 1/11/2016

MEMO: WM 2016-02

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: December Progress Report

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

BACKGROUND:

Major Work Completed:

- Winter shut down of dredging activities on Lake Decatur.
- Move all equipment to Lost Bridge Road worksite.

Major Work Planned for the Near Term:

- Continue Oakley sedimentation basin earthwork and weir box walkway installation in the spring. The basin is approximately 80% complete.
- Continue dredging Big Creek in the spring. Big Creek is almost 75% complete.
- Continue Sand Creek dredging planning including mobilization of a smaller dredge to be used there.
- Winter maintenance on dredge equipment and booster pump stations.
- Continue planning for spring start up.

Budget and Schedule:

- Great Lakes Dredge & Dock dredged 78,331 cubic yards of material in December 2015 and 2,921,323 cubic yards of material since dredging began in November 2014.
- The project is 27% complete, on budget and on schedule to be completed by December 31, 2019.

Attached is a map showing the areas of Basin 1 and Big Creek that have been dredged to date. The colored segments indicate where dredging was completed each day.

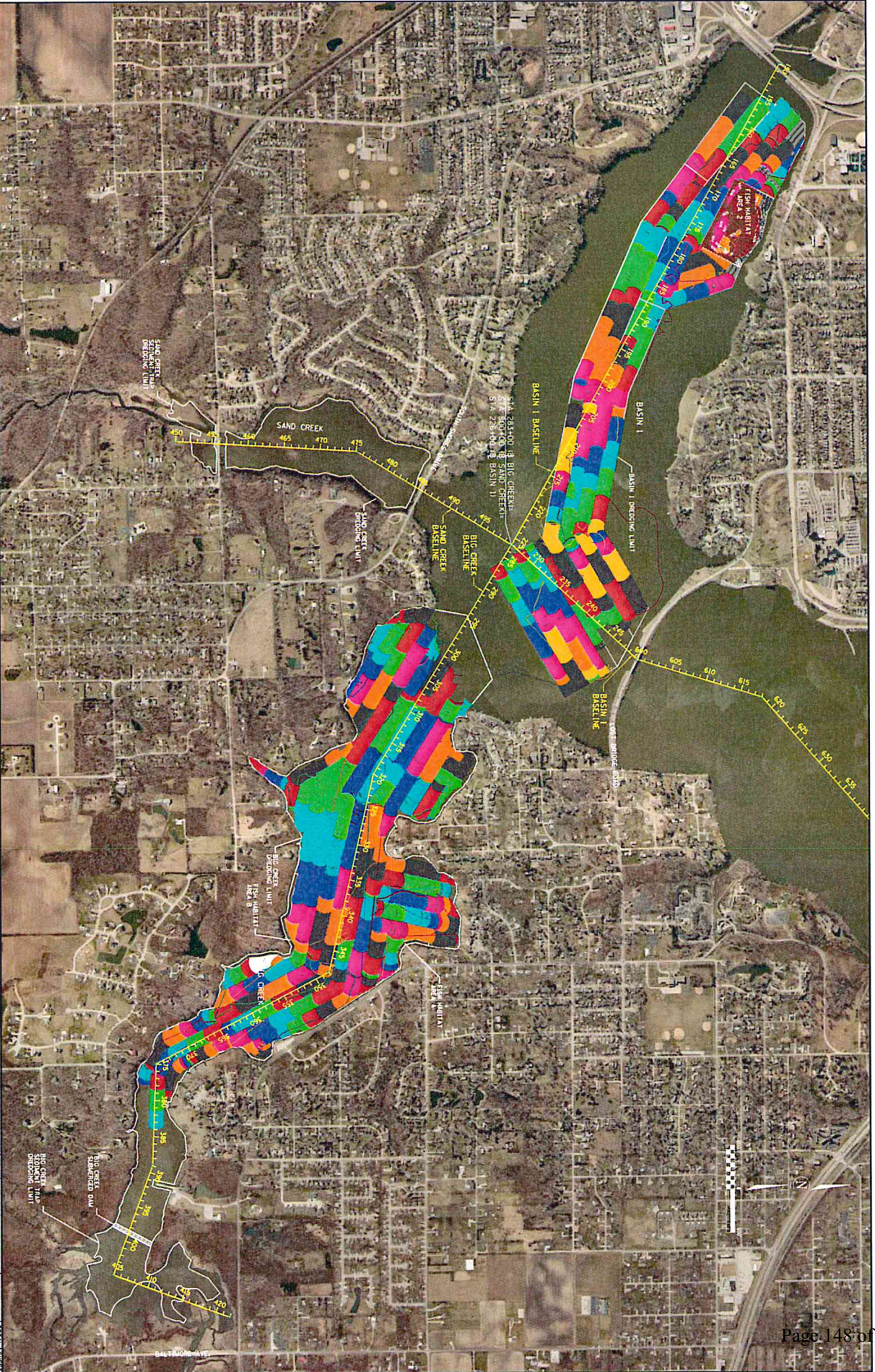
ATTACHMENTS:

Description	Type
-------------	------

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	1/14/2016 - 1:00 PM

USER NAME = WFILE#	DESIGNED -	REVISOR -	12/27/2015	 CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS DECATUR (270) 424-8844 ROCKFORD (800) 480-9080 FAX (270) 397- 1400-9080	BASIN 1, SAND CREEK AND BIG CREEK DREDGING PROGRESS LAKE DECATUR DREDGING OF BASINS 1-4				MUNICIPALITY	COUNTY	SHEET
NOT SCALE - 850x450	CHECKED -	REVISOR -			CITY OF DECATUR	ALCON	1				
NOT DATE - 10/15/15	DATE -	REVISOR -			ILLINOIS REG. NO. 0607	H.C. PROJECT 6067					



City Clerk

DATE: 1/14/2016

MEMO: 2016-1

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: December 2015 Monthly Reports

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	1/14/2016 - 1:00 PM

**DEVELOPMENT SERVICES
DECEMBER MONTHLY REPORT**

BUILDING INSPECTIONS - For the month of December 2015, a total of 122 permits were issued with a total work value of \$10,167,975. Among those were 3 new commercial buildings the largest of which was a hotel valued at \$5,800,000 and 4 interior renovations of commercial buildings the largest being a medical facility renovation valued at \$2,605,924.

**Monthly Summary
12/1/2015 – 12/31/2015**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	20	\$9,763,224.00
Demolition	3	\$35,000.00
Electrical	19	\$31,372.00
Mechanical	34	\$230,634.00
Other	3	\$9,495.00
Plumbing	37	\$59,700.00
Sign	6	\$38,550.00
Tent	0	0
TOTAL	122	\$10,167,975.00

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 8 submittals which included 7 site plans and 1 subdivision plat. Additionally, the division reviewed and facilitated 2 zoning cases that were approved by the City Council at the December 21st 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 program and the Emergency Program
- Staff continued to prepare Environmental for Residential Rehab, potential replacement projects
- Staff participate in several HUD webinars and tutorials

- Staff attended training on Munis, GMS,
- 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 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 CONO monthly meeting.
- Staff continues to have discussions or contact with potential CHDO's
- Staff discussed the potential use of HOME funds for multi-unit rental projects
- Staff participated in the first 2016 Money Smart Week meeting
- 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 met with City Manager and Legal to continue discussions on Landbanking and Housing projects



DECATUR FIRE DEPARTMENT
MEMORANDUM
16-01

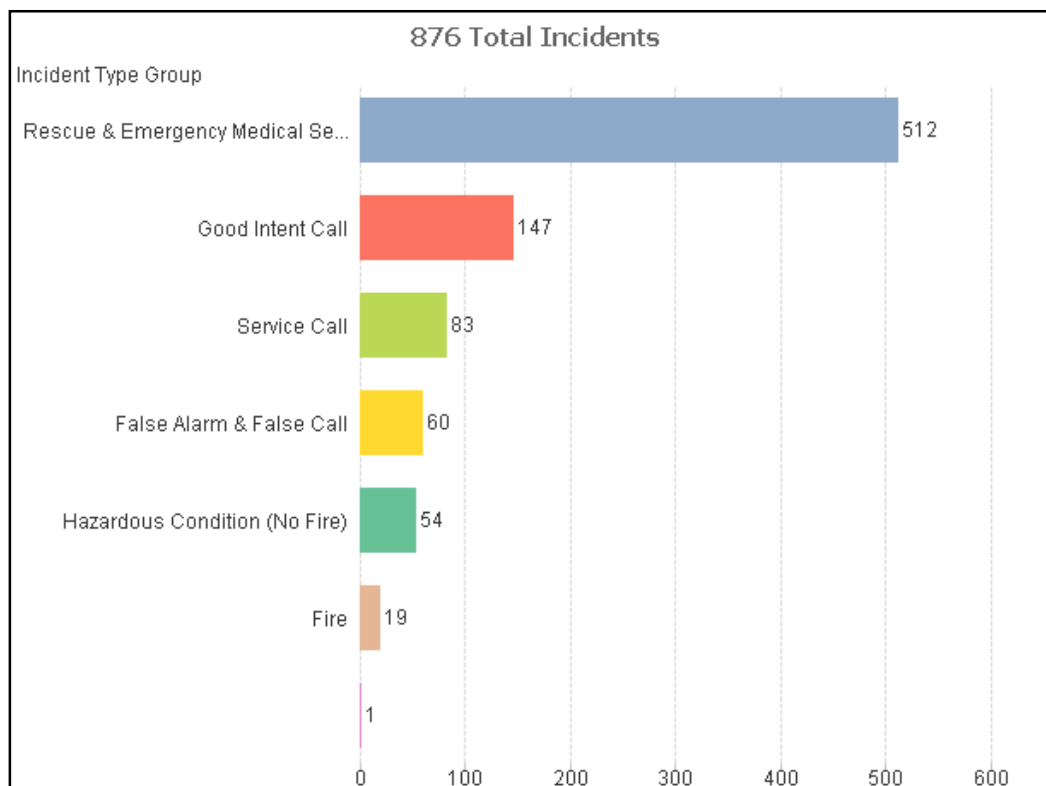
December 8, 2015

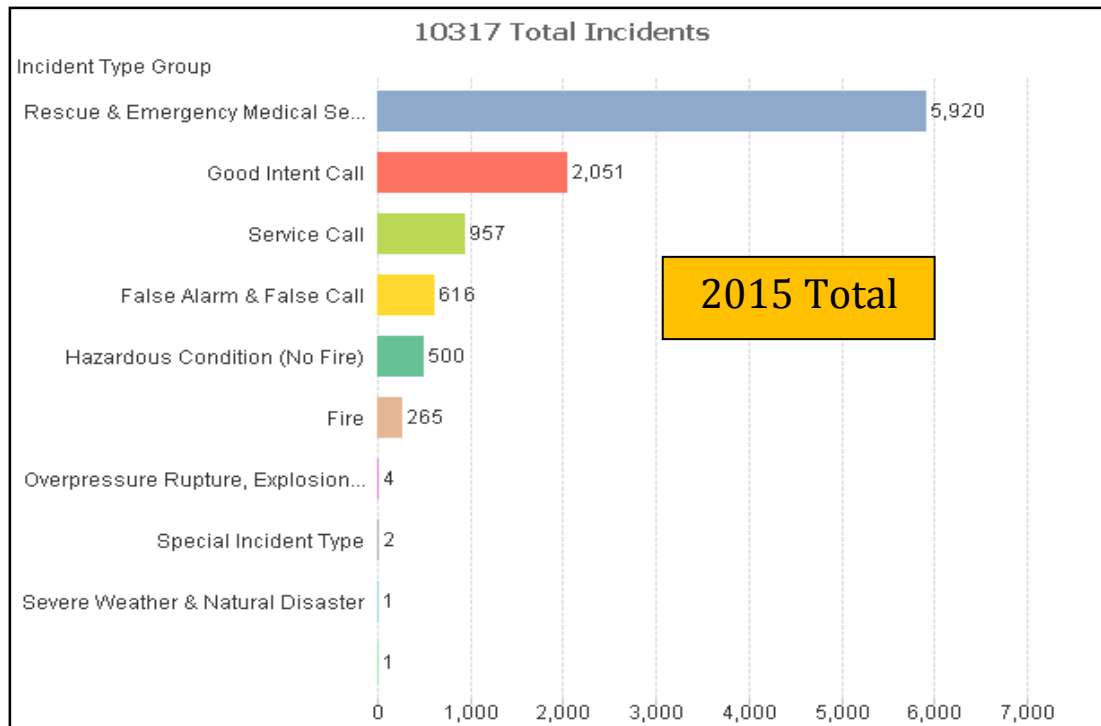
TO: Tim Gleason, City Manager

FROM: Jeffrey S. Abbott, Fire Chief

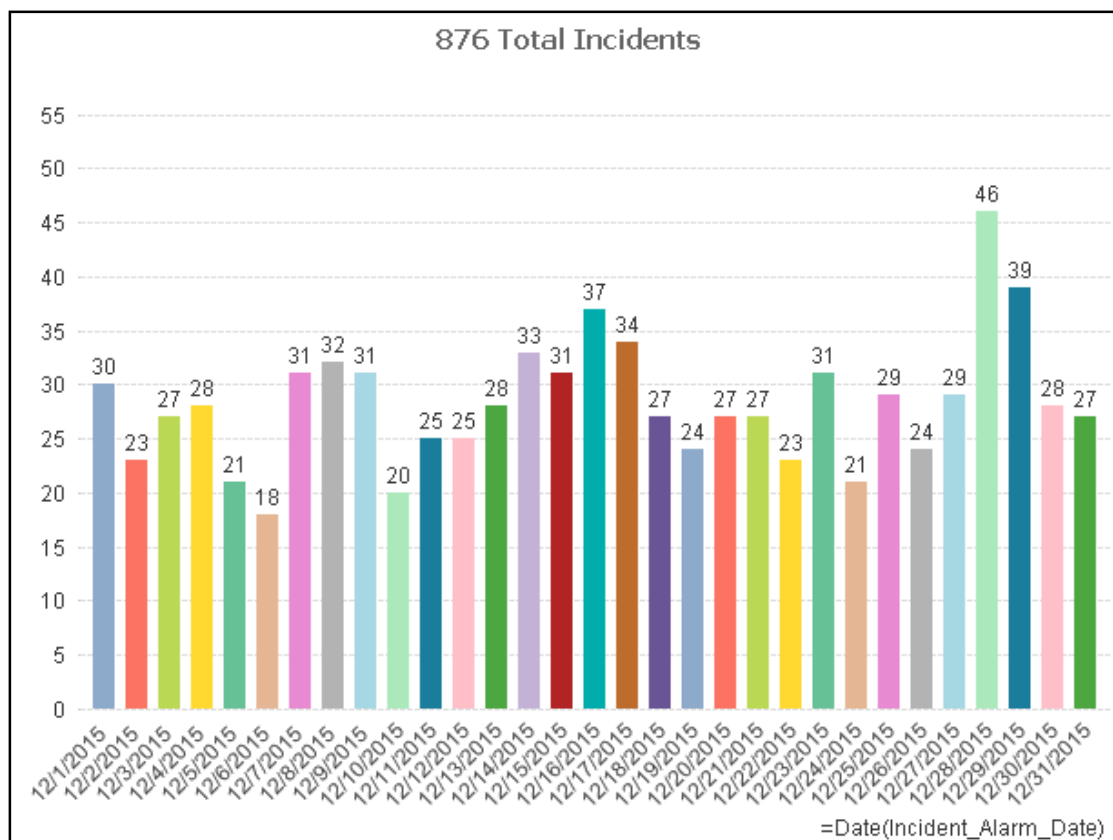
RE: Monthly Report – December 2015

The fire department responded to 876 alarms in the month of December. That brought the yearly alarm total to a record 10,317 for 2015. Medical emergencies continue to be the leading alarm type that the fire department answers. Every day the department has at least 25 Emergency Medical Technicians (EMT) on-duty. Each fire station has at least one EMT on-duty that is trained to start IV's and administer certain life saving drugs.





The chart below indicates how many alarms we responded to by day in December.



Fire Prevention Division

In December, the Fire Prevention Division conducted 34 amusement license, second-hand store, and mobile home park inspections. This provided the bulk of our work. We only had a single fire investigation this month (accidental cause) and that was the lowest amount for the entire year. Seven Plan reviews were conducted, and 7 key boxes were installed. Again, this was a near record low for monthly key box installations over the course of the year. One number that was up was fire extinguisher classes in which we conducted 7. This was more than likely due to the year ending and employers needing the documentation that they did in fact provide the annual training for their employees. Lastly, all members of the Fire Prevention Division completed the annual CPR re-certification class and test.

Training

In December, we did our yearly SCBA confidence training. The course consists of six obstacles that each firefighter must navigate. All this is done while following a 1 ¾ hose line.

- Going between wall studs
- Crossing rafters
- Going down through a small opening
- Going through a small opening while crawling
- Going through an entanglement hazard (wires and twine hanging down)
- Crawling through a very low space

The course is set up in the basement of station 1 and is conducted in the dark. This simulates a smoke filled environment. The course challenges each fire fighter to move through openings and crawl through areas where they have to manipulate their SCBAs to complete the course. All fire fighters and the Chiefs participated in the drill.

Ice rescue was a topic this month. The training covered the look of different ice and how safe each might be. The training covered ice thickness and how much weight it may be able to hold. Training discussed what tools you would need to help accomplish an ice rescue.

DEPARTMENT OF MANAGEMENT SERVICES
Monthly Report of Priorities and Projects
Fiscal Year 2015
December 2015

Highlights for this month include:

City Clerk's Office

- Preparing agendas, packets and minutes for City Council meetings;
- Processing and releasing 15 Freedom of Information Act (FOIA) requests; and
- Issuing five (5) liquor licenses;

Human Resources Division

- Facilitating the hire and promotion of various employees, including two Police Patrol Officers;
- Facilitating the monthly meetings of the City's Civil Service and Human Relations Commissions;
- Attending the monthly Society for Human Resource Management (SHRM) meeting; and
- Collecting and reviewing management employee performance evaluations;

MIS Division

- Initiating T-2 Parking Enforcement system project, requiring more than 10 person-hours weekly;
- Providing technical expertise to Water for the WaterGEMs Application for Water modeling;
- Creating GIS Application for the NSOs to track locations of dangerous situations in the city;
- Kicking off a consultant-supported full Network Risk Assessment for the City's Data Network;
- Upgrading Exchange Email Server to Version 2013;
- Completing work related to the year-end ACA Federal Report Data Export; and
- Completing the Server Room cleanup;

Mass Transit System

- Submitting 3rd quarter payment request to IDOT;
- Completing a training webinar on Trams (the FTA's new on-line reporting package);
- Conducting regular staff meetings;
- Sharing holiday handouts with children at the Transit Center;
- Preparing material for staff ADA training; and
- Conducting additional planning for possibly extending service hours;

Director's Office

- Participating in an AFSCME impact bargaining session on Water Services Division positions;
- Participating in a collective bargaining session with the PBPA labor committee;
- Sitting in on a webinar on Fire Department performance measurement; and
- Attending the monthly meeting of the Decatur Civic Center board.

DECATUR ILLINOIS POLICE DEPARTMENT

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

FROM: Bradley L. Sweeney, Chief of Police

RE: December 2015 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 164 authorized sworn police positions. At end of November 2015 staffing was at 161. 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	138	138	134
TOTAL	164	164	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	18
<u>ECS Level II</u>	<u>1</u>	<u>1</u>	<u>1</u>
Total	28	24	24

The communications center manager is projecting 28 (4- hour) slots of overtime in January.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	2	30
Directed Patrols	63	618
Active Problem Oriented Policing Projects	2	2
Completed Problem Oriented Policing Projects	0	0
Parking Citations	66	892
Criminal Arrests	422	5382
Felony Drug Arrests	14	201
Firearms Seized	8	87
Traffic Citations	676	8938
Field Interviews	77	988
Written Warnings	494	5180
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	4304	59072
Unlawful use of Motor Vehicle tows	110	1570
Driving Under the Influence Arrests (DUI)	42	399
DUI involving accidents	2	91
Fatal Accidents	1	8
Traffic Accidents	216	2826
Accidents with Personal Injury	38	483

City Ordinances

The Decatur Police Department made 29 Ordinance arrests during the month of December 2015; YTD total is 372

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	596 grams	128,912 grams @ \$10-gram	\$ 1,283,912
Cocaine-Powder	176 grams	5,624.8 grams @ \$100-gram	\$562,480
Cocaine-Crack	26 grams	407.5 grams @ \$100-gram	\$ 70,750
Heroin	2 grams	251.3 grams @ 300-gram	\$75,390
Ecstasy	0 hits	2867@ 20 hit	\$ 57,340

Meth	2grams	83 grams @ 100-gram	\$8,300
------	--------	---------------------	---------

Criminal Arrests: 53	YTD: 681
Search Warrants: 7	YTD: 97
US Currency Seized: \$91,910	YTD: \$454,814
Firearms seized: 7	YTD: 49
Vehicles seized: 0	YTD: 16
Interdiction Drug Arrests: 16	YTD: 141
Interdiction Wanted Persons Arrests: 0	YTD: 0
Interdiction Narcotic Seizure: 15	YTD: 113
Interdiction weapons seized: 4	YTD: 19
Interdiction Currency Seizure: \$18,588	YTD: \$202,506

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 226	YTD: 2350
Cases closed/resolved: 140	YTD: 1208
Criminal Arrests: 130	YTD: 724
Homicides: 0	YTD: 7
Infant Death Investigations: 0	YTD: 2
Suicide Detective Investigations: 0	YTD: 3
Missing person Investigations: 9	YTD: 54
Computer forensic Exams: 22	YTD: 375
Sex Offenders Registered: 77	YTD: 724

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: 27	YTD fugitive arrests: 375
----------------------	---------------------------

Freedom of Information (FOIA)

The Professional Standards Unit received **220** Freedom of Information Act requests for the month; **1902** total requests YTD in 2015.

**Public Works Department
Monthly Activity Report
December 2015**

Engineering:

Union Street Sewer Rehabilitation: The project is completed. Final paperwork is being completed.

Franklin Street Streetscape Improvements: This project is completed.

2015 Street Improvement Projects: This project is completed.

Sewer Televising: 52650 feet of sewers were televised. 10 special inspections / investigations were performed. No manholes were inspected.

**Municipal Services Division
Monthly Activity Report
December 1 – December 31, 2015**

TASKS	QUANTITIES	MANHOURS	ADDITIONAL INFORMATION
Street Sweeping	892 miles	1,026.8 hrs.	
Potholes Filled	5,768 each	423.7 hrs.	
Tree Trimming	107 each	N/A	
Parking Citations Issued Downtown	520 each	N/A	
Signs Installed	153 each	N/A	

Department of Water Management
December 2015
Monthly Report

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 in the spring of 2016.

Corley Landfill Conversion to Bioenergy Crop Production: Last year Lake Decatur dredged sediment was trucked and spread over the former Corley Landfill site. Bioenergy plants were successfully established this summer. The project and final report were completed in December.

Energy and Water Efficiency Services Agreement: Johnson Controls and City staff have completed 98.5% of the 31,399 water meter replacements and upgrades (excluding 1,263 inactive customer accounts and 19 upgrade refusal customers). HVAC energy efficiency improvements at City facilities are 99.9% complete. Lighting efficiency improvements, South Water Treatment Plant SCADA upgrades and the advanced water metering infrastructure system have been completed.

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock continued dredging the Big Creek area of Basin 1 and rehabilitating the Oakley sediment storage basin until shutting down for winter in mid December. 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: This year's tree and brush removal project at Lake Shore Drive and the US 51 Bridge over Lake Decatur was completed in August.

Lake Services: Staff began repairing city owned barges, removed debris from the lake due to high water inflows and removed 3 abandoned docks in Nelson Park.

Nelson Park Basin Marina Management: Last year a joint City/Park District Marina Management Request for Qualifications (RFQ) was issued. Qualifications were received from two firms that were interviewed by City, Park District and Edgewater Resources staff. Based on the interviews, a recommendation will be made to the City Council and Park District Board 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 are being evaluated by City staff.

South Water Treatment Plant Concrete Replacement: This project will replace deteriorating concrete at several locations at the plant. One bid was received in August. Due to the significantly higher than estimated bid price, it was decided to let the bid expire. The project will be rebid in the spring of 2016.

Water Distribution System Hydraulic Model and Master Plan Updates: This project was completed by Strand Associates in July.

Water Distribution System Leak Detection Survey and Repair: This year's survey was completed by ADS LLC in October. City staff are repairing the detected leaks in priority order as time permits. 15 of the 37 leaks have been repaired.

Water Production: Due to near record amounts of rain, Lake Decatur was maintained at an average level of 96% full for the month. 548.36 million gallons of potable water were pumped to customers which was a 0.84% increase compared to December 2014. In late December a clarifier gearbox failed which reduced the South Water Treatment Plant's purification capabilities by 25%. It is scheduled for repair and reinstallation in January.

Water Services: Staff repaired 9 water main breaks, inspected 11 water control valves, completed 1,310 billing service orders and 116 distribution system service orders.

William Street & South Water Treatment Plant Reservoir Rehabilitation: Advertisements for qualifications and proposals for detailed inspections and preventative maintenance services for the two reservoirs were issued in October. Two proposals were received in December that are being evaluated by City staff.

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