



**Monday, December 7, 2015
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Approval of Minutes

Minutes of November 16, 2015 City Council Meeting

III. Unfinished Business

IV. New Business

1. Proclamations and Recognitions
2. Presentation by System Administrator Seth Stark - New Decatur Website Map Feature
3. Resolution Receiving and Filing Proposed Redevelopment Agreement Pace Hospitality LLC
4. Resolution Authorizing Application to United States Environmental Protection Agency Brownfields Assessment Grant Program (FY 2016)
5. Public Hearing on the Tax Levy
6. Resolution Approving the Budget for the City of Decatur for the Fiscal Period Beginning January 1, 2015 and Ending December 31, 2016
7. Ordinance Amending City Code Chapter 51.5 Hotel Use Tax
8. Ordinance Amending City Code Chapter 51.3 Utility Taxes
9. Ordinance Amending Council Ordinance 2010-79 to Amend the Definition of 2010B Project Work Scope
10. Resolution Authorizing an Agreement with Carl Walker, Inc. for Design and Construction Engineering Services for the Improvement of City Parking Garages B & C, City Project 2015-03
11. Resolution accepting Bids for Water Treatment Chemicals - Water Department
12. Resolution Authorizing An Agreement With Hanson Professional Services, Inc. To Design The Lake Decatur Dam Emergency Action Plan
13. Resolution Authorizing An Agreement With Macon County Soil and Water Conservation District
14. 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 Board
- B. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings
- C. Ordinance Prohibiting the Use of Groundwater Christy-Foltz, Inc., 740 South Main Street

15. 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.

16. Other Business

V. Adjournment

Council Information - Sunset Levee In-Line Check Valve Installation Project Final Report, City Project 2015-13

Council Information - 2015 Clean-Up Summary

CITY COUNCIL MINUTES
Monday, November 16, 2015

On Monday, November 16, 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 Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Bill Faber. Seven members were present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

The minutes of November 2, 2015 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Dana Ray, and on call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

This being the time set aside for Proclamations and Recognitions the City Clerk called Richelle Irons to the podium. Richelle Irons recognized Jeanne Mears of Decatur, Illinois, who was selected as the Stella Stewart Doing Good in the Neighborhood Award winner at the Regional Neighborhood Network Conference. Mayor Julie Moore Wolfe presented Jeanne Mears with a plaque.

Mayor Julie Moore Wolfe called Sue Lawson with the Coalition of Neighborhood Organization up to give a presentation. Sue Lawson gave a brief presentation about the Beautify Decatur project that was held in October. Forty-four kids participated by cleaning one block in their own neighborhood the whole month of October and CONO gave three prizes away. The CONO Christmas party will be held at the First Presbyterian Church and everyone is invited on Tuesday, December 8, 2015, at 6:00 p.m. The next CONO meeting will be held at the Library in the Staley Room on Tuesday, November 24, 2015, at 5:30 p.m. Sue Lawson informed the Council about the Inside Out Project they are currently doing. They are currently remodeling one room in a home. Ms. Lawson thanked the Council for allowing 17 people to go to the Neighborhood Network Conference. Citizens Verlyn Rosenberger, Francie Johnson, Paul Rosenberger, Verle Janes, and Councilman Pat McDaniel gave brief presentations about the sessions they attended at the Neighborhood Network Conference. Sue Lawson announced that next year's conference will be held in Champaign-Urbana, Illinois.

Ordinance Amending City Code – Chapter 51.4 – Local Motor Fuel Tax.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Gregory. City Manager Tim Gleason said this opportunity was to address Urban Redevelopment and the overall desirability of the community. Staff was proposing a tax of \$0.05 per gallon on non-diesel motor fuel and \$0.01 per gallon on diesel motor fuel that is purchased at retail or bulk.

Comments from the audience:

John Phillips operates a gas station/convenience store in the City. Mr. Phillips said he was an advocate for the additional fuel tax to improve our roads. Mr. Phillips gave the Council a fact sheet he had prepared to review regarding the price and taxation of fuel. Mr. Phillips suggested making the tax increase broader because Decatur already had a 3% differential than the outlying areas. Mr. Phillips also suggested making the tax increase be the same across the board for gasoline and diesel.

Sherry Procarione expressed that the proposed tax increases are job killers for businesses. Ms. Procarione requested that the City do away with the neighborhood organizations because they are not needed. Ms. Procarione stated the City has a spending problem. Ms. Procarione suggested that the City practice a lower tax model and attract businesses here. She requested Council vote no on all new taxes, fees and the minimum wage.

Chris Johns asked the Council to consider the ramification on the entire situation before increasing taxes and fees. Mr. Johns questioned the curb to curb street repairs. The City needs to get off the tax and spend cycle and into the cut cycle.

Councilman Bill Faber was not prepared to make a decision on Motor Fuel Tax. He would like to see a Study Session to evaluate revenue tools, including a City Sticker Tax and a City Service Fee. Councilman Faber recommended postponing the vote on Motor Fuel Tax and having a Study Session.

Councilman Pat McDaniel shared he wanted to make sure that whatever the Council did it was comprehensive and the money would be in a separate line in the budget. He would not support a tax unless it was put in the Ordinance that it was to be used for all community streets and specified the budget line item. Councilman McDaniel said Council needs to look at a Sunset Law. He wants to see details.

Councilman Jerry Dawson said that Council had been talking about Motor Fuel Tax for approximately four years and the Council had one Study Session. Mr. Dawson would like the money earmarked strictly for repairing the City's worse streets.

Mayor Julie Moore Wolfe asked City Manager Tim Gleason what kind of assurances would the Council have that the revenue would be strictly for roads and the projects would be determined by Council. City Manager Gleason said it was very important to him that he let the Council and the community know that this money is going to be used for neighborhood projects. There is already a line item created in the budget.

Councilman Dana Ray was in favor of sidewalk to sidewalk repairs. She wants to make the sidewalks safer for people to use. Councilman Ray suggested reviewing the Motor Fuel Tax in a Study Session for the benefit of the three new Council members.

Councilman Pat McDaniel motioned that the item be tabled; seconded by Councilman Bill Faber.

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

Ordinance Amending City Code – Chapter 52 Alcoholic Liquor.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel. City Manager Tim Gleason said the liquor license fees have not been increased since 2002. This increase to the General Fund would be used exclusively for the Urban Redevelopment.

Comments from the citizens:

Rodney Powell owner of a bar on Merchant Street spoke in opposition of the proposed amendments to City Code Chapter 52 and 54.1. Locally owned businesses cannot afford these increases. The food and beverage tax increases, insurance increases, no smoking bans and economic down turns have businesses operating at low profit margins. Mr. Powell gave Council 63 signatures urging the Council to vote no.

John Betscher has been in the liquor business for 35 years and he said he had never seen anything like the proposed increases. Video gaming is keeping these small mom and pop places in business. He questioned increasing liquor licenses to improve the neighborhoods.

Kevin Watkins, owner of two liquor establishments in Decatur, spoke about when the Food and Beverage tax was implemented. The Food and Beverage tax was supposed to be lowered or rescinded when the City was back in the black. The Food and Beverage tax brings in \$3 million dollars a year now and where does that money go. Mr. Watkins said the money the Gaming Parlors are making is not staying in Decatur. Chicago is the only City that pays more for liquor licenses. It will be impossible for businesses to stay open with the proposed fee increases.

Russell Shulke expressed raising fees is not the answer to Decatur's desperate need for tax dollars.

Sherry Procarione wanted to know where the proposed cuts are from the City's budget. Ms. Procarione suggested lowering the liquor license fees to bring in more revenue and lifting the no smoking bans.

Judy Lawrence stated the liquor license fees are already higher than most other places. Raising the liquor license fees will cause hardships for everyone. Ms. Lawrence challenged the Council to live within their means. Ms. Lawrence asked what happened to the \$1 million surplus the City had a few years ago. The citizens of Decatur do not deserve these increases and the resulting effects.

Mike Monseur owns several restaurants in different Cities and as an investor looking at this City did the Council think he would look at Decatur with these types of proposals. Mr. Monseur requested Council lower everything to get people to invest in Decatur.

Richard Cairns, Post Commander, Post 99, expressed what the Council is proposing to do would put the Post out of business. The Post is trying to move and expand but these proposals would put the Post out of business. These machines were supposed to help the Post get by, but these proposals will stop business.

Bekim Ballazhi operates Benny's Grill. He is concerned with these proposed fees that his business will fail.

Matt Neflevisky, Millikin University student, stated if the City kept increasing taxes it would make it impossible to live in Decatur.

Brandon Curran represents seven different businesses that are directly impacted by the proposed increases. He would have to shut down three businesses and cut jobs if these proposed increases go through.

Jeff Miller understands we need to have these projects done but he doesn't understand why we have to raise taxes to do it.

Deedee Luttrell owns a liquor establishment in Decatur and she would not be able to afford the increases. She would have to lay off employees or close her doors.

Councilman Dana Ray said she cannot support such a huge increase.

Councilman Jerry Dawson knows the mom and pop places are struggling. Councilman Dawson didn't feel it was proper to target specific businesses. He would not support this increase.

Councilman Pat McDaniel would not support the increase.

Councilman Bill Faber said these revenue raising tools are not the best planning and he was opposed to the idea.

Councilman Chris Funk said the discussion here is bigger than any single fee and made a motion to table the item; Councilman Lisa Gregory seconded the motion.

Councilman Lisa Gregory explained as Councilmen they are to come to the meeting and be prepared to make the votes. The Council had the ability to have a conversation with City Manager Tim Gleason weeks ago and Council had the responsibility to talk to individuals. Council has to decide what critical services to provide and at what level to provide services. Council can't provide services without either increasing taxes or cutting services and employees.

On call of the roll, Councilmen Chris Funk, Lisa Gregory, and Mayor Julie Moore Wolfe voted aye. Councilmen Pat McDaniel, Dana Ray, Jerry Dawson and Bill Faber voted nay. Three ayes and four nays; Mayor Julie Moore Wolfe declared the motion failed to carry.

Mayor asked roll be called for the Ordinance Amending City Code – Chapter 52 Alcoholic Liquor. On call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber and Mayor Julie Moore Wolfe voted nay. No ayes and seven nays; Mayor Julie Moore Wolfe declared the motion failed to carry.

Ordinance Amending City Code – Chapter 54.1 Video Gaming License.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Lisa Gregory. City Manager Tim Gleason explained it was the third of three revenue streams that were proposed to address Urban Redevelopment. It is a license fee on the gaming terminal itself. The State reports show substantial revenues being generated by video gaming.

Comments from citizens:

Kevin Watkins said owners already are paying a fee on the machines. Council would hurt the local small bar owners.

Seth Black suggested instead of going after the small business owners, go after a tax on the kiosks that eliminate jobs.

Richard Cairns asked Council why the liquor establishment owners are going to be taxed to tear down houses.

Bekim Ballazhi said they are barely keeping their heads above water. Increasing fees would make Decatur's fees the most expensive in Illinois.

Mike Monseur said the video gaming was intended to let businesses get back on their feet and they are beginning to get back on their feet.

Kim Logan owns a small neighborhood bar. The video gaming parlors haven't been here long enough to be established to determine what the revenue is going to be. It would be devastating for the industry.

Brandon Curran did not support the gaming machine tax.

John Leskovisek owner of several Godfather restaurants, suggested looking at the fee and being reasonable in considering increasing the fee.

Councilman Dana Ray agreed the \$25 fee is low. The rate should be adjusted. Councilman Ray was not prepared to change the fee schedule; she was prepared for more discussion.

Councilman Pat McDaniel made a motion to table the item until December 7, 2015; Councilman Chris Funk seconded the motion.

Councilman Pat McDaniel amended his motion to postpone the item indefinitely; Councilman Chris Funk seconded the motion.

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

Ordinance Amending City Code – Chapter 54 – Amusement Devices.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Dana Ray. City Manager Tim Gleason explained that the item could be pulled since the previous Council item did not pass. Councilman Jerry Dawson withdrew his motion; seconded by Councilman Dana Ray.

R2015-124 Resolution Authorizing City Manager to Execute Professional Service Agreement with Dewberry Architects, Inc. for the Fire Department Facility Assessment Study.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. City Manager Tim Gleason explained this is for Phase I of the Professional Agreement with Dewberry Architects. The fee is approximately \$52,000.00 to evaluate the Fire Department Facilities.

Sherry Procarione asked Council to consider how those funds were going to be spent and where are the cuts.

Councilman Lisa Gregory reminded everyone that Council just discussed increasing revenues and no one was happy. Now Council had come to an issue about services and Council would have to pay for those services some way.

Councilman Bill Faber said citizens appear to be making demands for services of government but when it comes to paying for those services there is a reluctance. Paying taxes is not always a bad thing to make the City work.

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

R2015-125 Resolution Authorizing City Manager to Execute Professional Service Agreement with CliftonLarsonAllen Wealth Advisors, LLC to Conduct an Independent Fiduciary Performance Review of the Firefighter Pension Fund Investment Advisors.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. City Manager Tim Gleason explained Items Number 8 and 9 are very similar, one is for the Firefighter Pension Fund and one is for the Police Pension Fund. Both items are under \$20,000.

Sherry Procarione said the pensions are adding a burden to the budget and she suggested making Fire and Police non-union.

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

R2015-126 Resolution Authorizing City Manager to Execute Professional Service Agreement with CliftonLarsonAllen Wealth Advisors, LLC to Conduct an Independent Fiduciary Performance Review of the Police Pension Fund Investment Advisors.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. Gregg Zientara clarified State Statutes define what the pension are for Fire and Police. The pensions have nothing to do with the union situation.

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

R2015-127 Resolution Authorizing an Agreement with Blank, Wesselink, Cook & Associates to Design the Nelson Park Neighborhood Storm Sewer, City Project 2012-22.

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

Russell Shulke asked if the project had to be done.

Public Works Director Rick Marley explained the project has been put off for a long time. The project was first identified in 1966. Mr. Marley shared how important this project is to fix the neighborhood sewer issues.

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

2015-61 Ordinance Rezoning Property B-2 Commercial District to R-6 Multiple Family Dwelling District 1096 West Decatur Street.

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

2015-62 Ordinance Granting Conditional Use Permit Roof Top Cell Tower 1096 West Decatur Street.

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

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

- A. Receiving and Filing of Minutes of Boards.
- B. 2015-63 Ordinance Establishing Handicap Parking space in Front of 1087 West King Street.
- C. 2015-64 Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Warren Street and East King Street Facing East King Street.
- D. R2015-128 Resolution to Amend Agreement with the Illinois Department of Transportation to Revise the Estimated Ending Date for Completion for Illinois Transportation Enhancement Program Project TE-00D7- (40) Job P-97-011-11.

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

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

Jacquelin Goetter stated two Planning Commission members had a conflict of interest because of the organizations they work for and they should have abstained from the vote at the Plan Commission meeting on the rezoning of Ash and N. Water. Bill Clevenger represents the Decatur Park District and Mike Sotiroff represents School District 61 which are both taxing bodies that stood to benefit from the vote taken at the Plan Commission meeting. Ms. Goetter requested Council make sure that the function of the commission members is for the greater good of all Decatur.

Mayor called for Other Business.

Councilman Pat McDaniel thanked City staff for putting in the newsletter the reminder to clean out storm sewer grates. Councilman McDaniel requested City staff prepare a complete comprehensive report on the proposed Urban Renewal Program and the effect it will have on the tax levy.

City Manager Tim Gleason announced the next Council meeting will be December 7, 2015 for a Public Hearing on the tax levy and a regular Council meeting.

Mayor called for Recess to Study Session.

Councilman Jerry Dawson moved to recess to Study Session for the Treasurer's Financial Report and Video Gaming Parlor Regulation Alternatives; seconded by Councilman Pat McDaniel. On call of the roll Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Gregg Zientara, City Treasurer and Finance Director, explained the Local Motor Fuel Tax fund is defined in the budget and it is only for street repairs. The liquor license fees and video gaming fees are defined in the budget as Urban Revitalization to clean up neighborhoods in the City. Regarding the Financial Report, Finance Director Zientara stated the City is down 3% on expenses and down 3% on revenue. The City is one pay check away in the General Fund from having no money. The City has not

received \$1.1 million from the State. If the City doesn't receive distribution from the State it will not have any cash in the General Fund.

City Manager Tim Gleason explained Councilman Dana Ray requested a Study Session and had support amongst the Council to discuss the number of video gaming opportunities, the number of terminals, and as a Home Rule community what are the City's opportunities to limit the number of video gaming. Corporation Counsel Wendy Morthland clarified the Council can control the number of liquor licenses not video gaming. Councilman Dana Ray said after all the discussion the Council had this evening the Council needs to look at the more comprehensively. City Manager Tim Gleason requested Council give him specific directions so he knew what to prepare for in the next Study Session. Councilman Dana Ray requested Council review restricting the number of liquor licenses, limiting the number of video gaming parlors, reexamining the rate for video gaming and research what are other communities are doing. Councilman Jerry Dawson felt the market should dictate how many Class P licenses the City has. Councilman Bill Faber recommended asking other communities to see how they have dealt with similar situations. Councilman Pat McDaniel wanted to include a discussion about casinos along with the video gaming Study Session.

Mayor Julie Moore Wolfe called for Recess to Closed Executive Session for the Purpose of Discussing the Purchase or Lease of Real Property for the Use of the Public Body and Collective Bargaining Matters.

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

Council went into Closed Executive Session at 8:37 p.m.

There being no further business, Councilman Dana Ray moved the regular Council meeting be adjourned; seconded by Councilman Lisa Gregory and all were in favor by voicing no objections. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 9:35 p.m.

Approved _____
Debra G. Bright
City Clerk

Development Services

DATE: 12/2/2015

MEMO: No. 15-49

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: Receive and File Redevelopment Agreement – Holiday Inn

SUMMARY RECOMMENDATION:

Staff recommends that the attached redevelopment agreement between the City of Decatur and Pace Hospitality LLC to redevelop the now vacant 3.55 acres at 5150 Wingate Drive be received and placed on file. The agreement would be scheduled for final action at the December 21, 2015 City Council meeting.

BACKGROUND:

The proposed project would involve the construction of a four story, 114 room Holiday Inn and Suites with conference space and an associated Burger Theory full-service gourmet burger restaurant on what is currently a 3.55 acre unimproved site within the northern city limits of Decatur. The project would represent an investment of more than \$9 million with construction to provide 65 local construction jobs and begin in the first quarter of 2016. The construction period is expected to take 9-15 months and the hotel is expected to support fifty full-time equivalent employees once it opens.

The Redevelopment agreement if approved would include sharing 50% of the current Hotel Use Tax received by the City for 5 years. As we have discussed, Staff is being aggressive in our recruitment of retail business to the City of Decatur with this proposal being representative of those efforts. We believe that this project will strengthen Decatur's current share of the hotel cluster north of I72 and attract more restaurants and additional retail to the area.

Pace Hospitality is an arm of Sunrise Hospitality Inc., a 37-year old hotel development company with a portfolio of more than 35 hotels in Illinois, Indiana, Ohio and Michigan. Brands include but are not limited to Hilton, Marriott, Holiday Inn and Holiday Inn Express, Candlewood Suites and Country Inn and Suites. The company's hotel products include full-service, all-suite, extended stay and limited service operations.

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 hotel motel taxes generated to the City of Decatur.

ATTACHMENTS:

Description	Type
resolution	Cover Memo
Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	12/3/2015 - 9:53 AM

RESOLUTION NO. R_____

**RESOLUTION RECEIVING AND FILING
PROPOSED REDEVELOPMENT AGREEMENT
PACE HOSPITALITY LLC**

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

Section 1. That the Proposed Redevelopment Agreement presented to the City Council herewith between the City of Decatur and Pace Hospitality LLC regarding the redevelopment of a Holiday Inn located at 5150 Wingate Drive and legally described on said Agreement, be, and the same is hereby, received and placed on file.

Section 2. That the Clerk be, and she is hereby, authorized and directed until further order of the City Council, to place and keep said Proposed Redevelopment Agreement on file in the office of said Clerk and to make the same available at all times during regular business hours for public inspection.

PRESENTED and ADOPTED this 7th day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR/PACE HOSPITALITY LLC
REDEVELOPMENT AGREEMENT**

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THIS CITY OF DECATUR/ PACE HOSPITALITY LLC REDEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the __ day of _____, 2015, by and between the City of Decatur, Illinois, a home rule municipal corporation, (hereinafter referred to as the "City") and PACE HOSPITALITY LLC an Illinois Limited Liability Company (hereinafter referred to as the "Redeveloper").

RECITALS

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of Premises and is authorized and empowered to enter into agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and

WHEREAS, there exists certain property more fully described on Exhibit 1 attached hereto and by reference made a part hereof that is currently vacant and has remained less than significantly occupied and/or underutilized for a period in excess of one (1) year; and

WHEREAS, the Redeveloper wishes to substantially redevelop and improve the Development Area more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"); thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serve to further maintain the development of adjacent areas, and the City is willing to enter into an agreement with the Redeveloper to assure that said redevelopment and improvements occur; and

WHEREAS, the Redeveloper has requested that incentives related to the Project be provided by the City from the resulting hotel/motel tax revenues derived solely from the operations of an Holiday Inn & Suites located in the Project; and

WHEREAS, the City has the authority to pay and/or reimburse the Redeveloper for Eligible Redevelopment Project Costs; and

WHEREAS, the construction cost of the Project (including land acquisition and soft costs) is estimated to be \$9,503,330 as more fully shown on Exhibit 2 attached hereto and made a part hereof; and

WHEREAS, the City has determined that the Redevelopment Project requires the incentives requested as set forth in Exhibit 2 and that the Redevelopment Project will promote the health, safety and welfare of the City and its citizens, strengthen the commercial sector of the City by attracting private investment to prevent blight and deterioration, enhance the tax base of the City and provide employment and generally to enhance the economy of the City and is made and entered into in the best interest 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

"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.

"Exterior Façade" 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 which 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.

"Preliminary Plans" means plans and drawings, including a Preliminary Site Plan for the Project which 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, parking, if any, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project or any phase thereof.

"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 hotel 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.

"Project Revenues" means for a calendar year an amount equal to the 6% Hotel Use Tax in effect when this agreement was executed, and that has been collected by the City of Decatur in that year from the operations of a Holiday Inn on the project site more fully described on Exhibit 1. Project revenues shall not include incremental increases in Hotel Use Tax receipts realized as a result of increase(s) in the Hotel Use Tax rate above 6%.

"Project Site" means the real property to be utilized for the Project as more fully shown on Exhibit 1 attached hereto and made a part hereof.

"Public Investment" means the rebate of Hotel Use Tax Increment actually received by the City in the manner provided in Article IV of this Agreement.

"Redevelopment Area" means 5150 Wingate Drive, Decatur IL 62526

"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 this Agreement and Applicable Law.

2.2 Changes in Plans.

Any substantial deviation from the Preliminary Plans will require City approval.

2.3 Final Site Plan.

No later than the submission of the Construction Plans, the Redeveloper shall submit to the City a Final Site Plan if applicable. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, this Redevelopment Agreement and Applicable Law.

2.4 Construction Plans.

The Redeveloper shall submit to the City no later than forty-five (45) days prior to the commencement of construction the construction plans for each Phase of the Project (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.

2.5 Amended Construction Plans.

Prior to completion of the Project if the Redeveloper desires to make any substantial change in the Construction Plans which significantly affects 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 this Redevelopment 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) working days of receipt of the submission to the City from the Redeveloper, such change will be deemed approved.

2.6 Commencement and Completion Requirements.

2.6.1 Commencement.

The Redeveloper shall commence construction of the Project in accordance with the redeveloper's approved plans within (90) ninety days after execution of this agreement.

2.6.2 Completion.

The Redeveloper shall Substantially Complete construction of the Project and open for business a hotel under the name "Holiday Inn" within (18) eighteen months after closing.

2.7 Certificate of Completion.

Promptly after Substantial Completion of construction of the Project 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.

2.8 Form of Certification.

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 describing in adequate detail applicable sections of the appropriate building, zoning or municipal codes or requirements that have not been met in accordance with the provisions of this Agreement, or is otherwise in default. 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 2.8 and this Section 2.9.

2.9 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 2.5 above, it will be deemed to be in conformance with Building Codes of the City.

2.10 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; however, the City, if requested by the Redeveloper, shall make reasonable efforts to assist in obtaining utility rights, approvals and permits.

2.11 Insurance.

2.11.1 Liability Insurance Prior to Completion.

Prior to commencement of construction of the Project, the Redeveloper shall procure and deliver to the City, at the Redeveloper'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 additional insured 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.

2.11.2 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 additional insured. 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.

2.12 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.

2.13 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 Zoning.

The Project currently has a zoning classification which will permit the use of the Project as intended by this Agreement.

3.3 Easements.

The City agrees to grant such temporary easements to the Redeveloper as deemed necessary by the City 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 Project Revenues for each calendar year received by the City from the Project and the Project Site as set forth below:

(A) Commencing in the year following the year in which the redeveloper shall open an Holiday Inn on the project site and continuing for five (5) years after redeveloper opens such business on the property, the Redeveloper shall receive an amount equal to 50 Percent of the Project Revenues actually received by the City. Payments shall be made every four months commencing on March 15 of the year following the year in which the redeveloper shall open an Holiday Inn on the project site.

(B) The obligation for the annual reimbursement of Project Costs shall terminate five (5) years after redeveloper opens an Holiday Inn for business with total payments based upon 60 consecutive months of hotel sales activity calculated from date of opening. If Redeveloper does not open for business a hotel under the name "Holiday Inn" on the Project Site by (18) eighteen months after the execution of this agreement on the Project Site more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"), then this agreement shall be terminated.

4.2 Adjustment of Public Investment.

Upon completion of the Project, the Redeveloper shall submit to the City a Final Project Cost Analysis of all costs connected with the construction of such building.

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 each phase of the Project, be subject to:

- (a) **Insurance.** Proof that the policies of insurance of the types and coverages specified in Section 2.11 hereof have been obtained and are in force with regard to that phase.
- (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 3 executed by the Redeveloper
- (e) **Project Financing.** Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project as evidenced by one or more of the following
 1. A corporate debenture rating of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investor Service, Inc.;
 2. A letter from a financial institution with assets of \$10,000 or more attesting to the financial strength of the developer; or
 3. Specific evidence of equity financing for not less than 10% of the total project cost.
- (f) **Approvals.** A certificate by an authorized officer of the Redeveloper 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.

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. 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 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 nor shall the Redeveloper be penalized for contesting said assessment, 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; provided, however, that the Redeveloper covenants and agrees that 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. This Section 7.3 shall be an obligation of the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) only during the period that the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) owns a direct or indirect interest in the Project or Project Site or any portion thereof.

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 termination of the redevelopment plan; 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 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. Provided, however, this Agreement is not intended to create any obligations for a bona fide purchaser of a condominium unit beyond the ownership of that unit.

7.6 Covenants Binding for the Benefit of City.

Subject to Section 7.5, it is also intended and agreed that the foregoing covenants set forth in Sections 7.1, 7.2 and 7.3 above 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 IIX shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 3 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 or any phase thereof.

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) and notwithstanding anything to the contrary in this Agreement, the Redeveloper agrees to indemnify, defend and save the City, its officers, employees, Council members, Mayor, agents and representatives and each of their successors and assigns harmless from and against any and all claims, liabilities, demands, suits, administrative proceedings, causes of action, costs, damages, personal injuries and property damages, losses, attorneys fees and costs of litigation and other expenses, both known and unknown, present and future, at law or in equity by or on behalf of any person, firm or corporation 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, terms, conditions, representations or warranties 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; (v) any violation of Applicable Law or (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of interests in the Redeveloper, its affiliates or any part of the Project. 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 X 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. Provided, 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, employees and agents from any and all claims, damages, costs, and expenses, caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) 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 (iii) 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 its 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, 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.

Except only by way of security for a mortgage, deed of trust or other facility only for the purpose of obtaining equity or debt financing necessary to enable the Redeveloper to construct the Project, 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.

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). Provided, that 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 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 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 this Agreement.
- (e)** The consideration payable for the transfer or assignment by the transferee or assignee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Project (or allocable part) and the purpose of this provision is to preclude assignment of this Agreement or transfer of the Project or the Project Site (or any parts thereof) for pecuniary gain or profit prior to Substantial Completion of the Project and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the purchase price of the Project Site to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this Section 9.1.2(e) and such consideration shall, to the extent it is in excess of the amount so

authorized, belong to and forthwith be paid to the City at the same time as or prior to the transfer.

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 of any part thereof) may transfer the Project (or any portion thereof) without the consent of the City upon notification to the City by instrument in writing, 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. Provided, that 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 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 has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement (though the City may not require any more financial capacity than that possessed by the Redeveloper on the date hereof) 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, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

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.

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 thirty (30) days prior written notice to the Redeveloper as required under Section 15.2 of this Agreement, if any Event of Default by the Redeveloper is not cured within the time frame set forth in Article X above.

11.2 Termination by the Redeveloper.

The Redeveloper has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the City as required under Section 15.2 of this Agreement 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 Nondiscrimination.

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 Limited Liability Company 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.

To the knowledge of the Redeveloper, 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.

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.

To the knowledge of the City, 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, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the Redeveloper, 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 the Redeveloper.

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 Limited Liability to Others.

Except as otherwise expressly provided herein, the City shall not be obligated to make any payments to any person other than the Redeveloper (and its permitted assignees), nor shall the City be obligated to pay any contractor, subcontractor, mechanic, materialman providing services or materials to the Redeveloper for or in respect of the Development Project.

15.3 Binding Upon Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of 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.

All notices, requests, consents, approvals, demands or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as the date of actual service, if personally served, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

the City:

City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

with copies to:

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

and to:

Corporation Counsel
One Gary K. Anderson Plaza
Decatur, IL 62523

the Redeveloper:

PB Pattel
PACE HOSPITALITY LLC
310 Eastgate Dr
Danville, IL 61834

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.

15.7 Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

15.8 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 4.

15.9 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.

15.10 No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the City and/or the Redeveloper under this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or employee of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

ARTICLE XVI: TERMS OF THE AGREEMENT

16.1 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.

16.2 Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

16.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

16.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

16.5 The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party, regardless of which is the drafter.

16.6 All headings contained in this Agreement are for convenience of reference only and shall not be interpreted to expand or limit any provision hereof.

16.7 Each of the above said parties represents and warrants that each of the above said parties has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

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

PACE HOSPITALITY LLC a IL Limited
Corporation

By: _____
Julie Moore Wolfe
Mayor of Decatur

By: _____
PB Pattel
Managing Member

Attest:

By: _____
Debra Bright
City Clerk

**CITY OF DECATUR/PACE HOSPITALITY LLC
REDEVELOPMENT AGREEMENT**

EXHIBITS

1. Project Description
2. Project Costs
3. Declaration of Covenants, Uses and Restrictions
4. Memorandum of Agreement

EXHIBIT 1

PROJECT DESCRIPTION

A. GENERAL NARRATIVE DESCRIPTION OF REDEVELOPMENT PROJECT: At 5150 Wingate Dr Developer will construct at its expense a new 4 story Holiday Inn Hotel. The subject property is 3.55 acres and is currently unimproved.

B. LEGAL DESCRIPTION: Lot Four (4) of Hickory Point Square Second Addition, As Per Plat Recorded in Book 1832, Page 711 of the Records in Recorder's Office of Macon County Illinois, Situated in Macon County, Illinois

Tax I.D.: 07-07-23-301-021

EXHIBIT 1

SITE PLAN

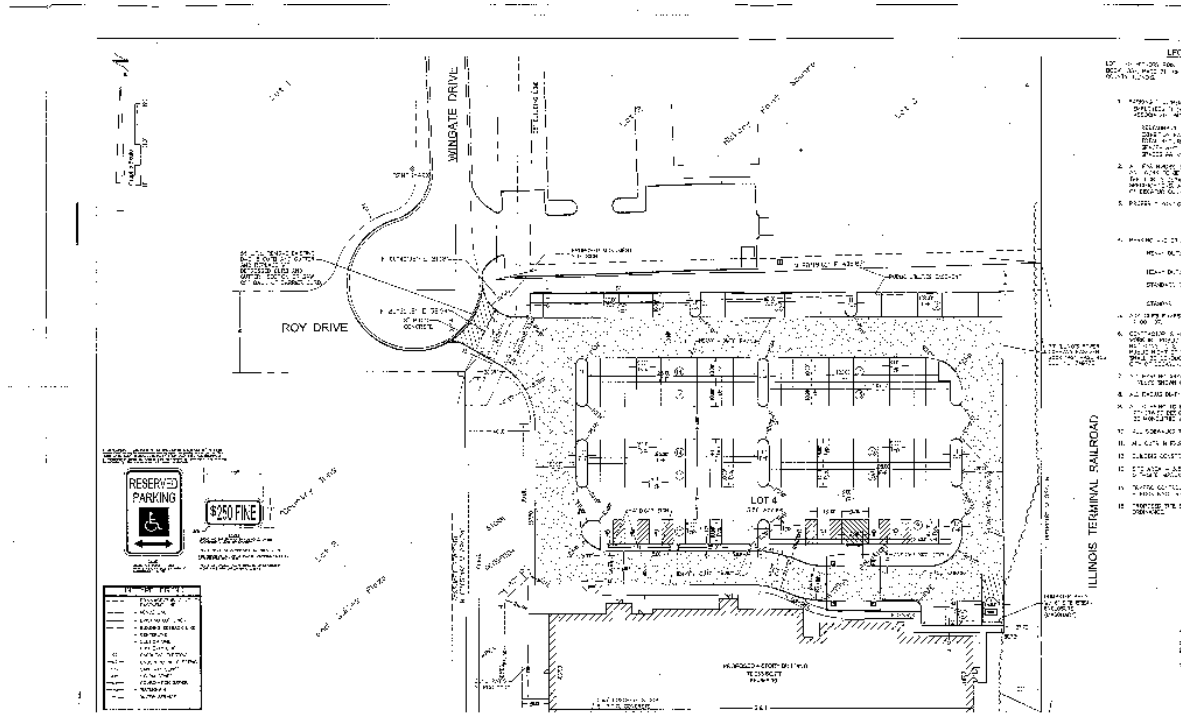


EXHIBIT 2

A. PROJECT COSTS

Land Acquisition	\$750,000
New Construction	\$7,262,750
Furniture, Fixtures, Equipment & Misc	\$1,490,800
TOTAL PROJECT COSTS	\$9,503,550

B. INCENTIVES

The City will provide a reimbursement for Project Costs to be paid from Project Revenues for each calendar year received by the City from the Project and the Project Site as set forth below:

(A) Commencing in the year following the year in which the redeveloper shall open a Holiday Inn on the project site and continuing for five (5) years after redeveloper opens such business on the property, the Redeveloper shall receive an amount equal to 50 Percent of the Project Revenues actually received by the City. Payments shall be made every four months commencing on March 15 of the year following the year in which the redeveloper shall open a Holiday Inn on the project site.

(B) The obligation for the annual reimbursement of Project Costs shall terminate five (5) years after redeveloper opens a Holiday Inn for business with total payments based upon 60 consecutive months of hotel sales activity calculated from date of opening. If Redeveloper does not open for business a hotel under the name "Holiday Inn" on the Project Site by (15) fifteen months after the execution of this agreement on the Project Site more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"), then this agreement shall be terminated.

Exhibit 3

Prepared By:

Billy Tyus
Assistant City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

_____, an Illinois _____ (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 has entered into the City of Decatur/Pace Hospitality LLC 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. 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, 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.
3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of

Exhibit 3

general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Decatur. 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 termination of the Agreement; 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. Invalidation 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.

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

PACE HOSPITALITY LLC

Illinois Corporation

By: _____

Print Name: _____

Title: _____

Exhibit 3

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, an Illinois _____, 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 _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on his respective 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 3
EXHIBIT A

Project Site

Lot Four (4) of Hickory Point Square Second Addition, As Per Plat Recorded in Book 1832, Page 711 of the Records in Recorder's Office of Macon County Illinois, Situated in Macon County, Illinois
Tax I.D.: 07-07-23-301-021

Exhibit 4

Prepared By:

Billy Tyus
Assistant City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

MEMORANDUM OF AGREEMENT

SUNRISE HOSPITALITY (the "Redeveloper") and the City of Decatur (the "City") have entered into a City of Decatur/ PACE HOSPITALITY LLC 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

By: _____
Its City Manager

Attest:

By: _____
Its City Clerk

PACE HOSPITALITY LLC Illinois Corporation
By: _____

Print Name: P B
Patel _____

Title: _____

Attest:
By: _____

Print Name: _____

Title: _____

Exhibit 4

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 _____, 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

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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 _____ and _____ of _____, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 _____ and _____, and as the free and voluntary act of _____, 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

Exhibit 4
EXHIBIT A

Project Site

Lot Four (4) of Hickory Point Square Second Addition, As Per Plat Recorded in Book 1832, Page 711 of the Records in Recorder's Office of Macon County Illinois, Situated in Macon County, Illinois
Tax I.D.: 07-07-23-301-021

Development Services

DATE: 12/2/2015

MEMO: No. 15-50

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Patrick Hoban, Economic Development Officer
Richelle Irons, Neighborhood Services Director

SUBJECT: Resolution Authorizing Application - U.S. EPA Brownfield Assessment Grant

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached resolution authorizing the submittal of a U.S. EPA Brownfield Assessment Grant.

BACKGROUND:

The United States Environmental Protection Agency recently announced the availability of a second round of funding to communities to assist with environmental assessment of sites potentially contaminated with petroleum based leakage or hazardous materials. As you may recall, the City's Planning Department applied for and received two grants from this program totaling \$400,000 and has been able to utilize the funding to assist in the development of several local economic and community development projects including but not limited to:

- New 38,000 square foot County Market Project at Grand Avenue and IL 48 (\$15 million)– helped to fund Phase I and some Phase II work.
- Akorn Pharmaceuticals Expansion along West Grand Avenue (\$18 million) - Funded Phase I for purchase of adjacent property for expansion.
- Healthcare Crossing (formerly CHIC Clinic) new construction/expansion - funded Phase I environmental study.

In most cases, Phase I environmental studies are required as a condition of a project moving forward. Approval of the attached resolution would be required to apply for the next round of funding with plans to continue ongoing work along Brush College Road corridor and to support other projects that are now in the work.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

U.S. EPA

STAFF REFERENCE: Any additional questions may be forwarded to Billy Tyus at 217-424-2727.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
RESOLUTION	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	12/3/2015 - 3:59 PM

**RESOLUTION AUTHORIZING APPLICATION TO UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS ASSESSMENT
GRANT PROGRAM (FY 2016)**

RESOLUTION NO. _____

WHEREAS, the City of Decatur is interested in applying to the United States Environmental Protection Agency (USEPA) for a grant to fund Brownfields Assessment, and

WHEREAS, USEPA's Brownfields Program empowers communities to work together to assess, safely clean up and sustainably reuse brownfields; and

WHEREAS, the USEPA Brownfields Program helps communities realize additional benefits, including stimulating private investment; creating new jobs; and contributing to increased property values; and

WHEREAS, a USEPA Brownfields Assessment Grant would provide the City of Decatur with funding to inventory, characterize, assess, and conduct planning and community involvement related to brownfields sites; and

WHEREAS, it is necessary for the City of Decatur to complete and file a written application and then enter into a written agreement(s) with the USEPA.

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

Section 1. The foregoing Recitals are not mere preparatory language, but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

Section 2. The City of Decatur is hereby authorized to apply for a Four Hundred Thousand Dollar (\$400,000) USEPA Brownfields Assessment Grant for the purposes as outlined above and under the terms and conditions as required by the United States Environmental Protection Agency and the State of Illinois and hereby agrees to the understandings and assurances contained in said application. This grant requires no local matching funds.

Section 3. The Mayor is authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. The City Council authorizes the Mayor to sign and execute any and all documents necessary for the completion of said application, acceptance of such grant, and execution of grant agreements to fulfill the intent of this Resolution.

Section 5. The provisions of this Resolution are severable and if any court of competent jurisdiction shall declare any portion of this Resolution to be invalid or unenforceable, said decision shall not affect any portion of this Resolution, other than the part declared invalid or unenforceable. This City Council hereby declares that it would have enacted this Resolution even with the invalid or unenforceable portion deleted.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Section 7. That any resolution or motion in conflict with this Resolution is hereby repealed insofar as it conflicts with this Resolution.

**RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS, this _____ day of _____, 20____.**

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Financial Management

DATE: 12/3/2015

MEMO: Financial Management 2015-20

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving the Budget for the City of Decatur for the Fiscal Period
Beginning January 1, 2016 and Ending December 31, 2016

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Resolution approving the budget for the fiscal period January 1, 2016 to December 31, 2016.

BACKGROUND:

City Administration presented the budget to City Council members at the December 3, 2015 Council meeting in Study Session. In addition, City Administration communicated and discussed the budget with City Council Members in one-on-one sessions.

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

This action will affix the City budget for the fiscal period January 1, 2016 to December 31, 2016.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Budget statement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/3/2015 - 3:57 PM

RESOLUTION NO. 2015-

**RESOLUTION APPROVING THE BUDGET FOR THE CITY OF DECATUR FOR THE
FISCAL PERIOD BEGINNING JANUARY 1, 2016 AND ENDING
DECEMBER 31, 2016**

WHEREAS: The budget for the fiscal period beginning January 1, 2016 and ending December 31, 2016 has been proposed by the City Manager and reviewed by the City Council; and,

WHEREAS: The proposed budget was available for public inspection and a public hearing was held.

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

Section 1. That the budget for the fiscal period beginning January 1, 2016 and ending December 31, 2016 is hereby approved.

PRESENTED AND ADOPTED this 7th day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



Resolution Approving the Budget for the City of Decatur for the Fiscal Period Beginning January 1, 2016 and Ending December 31, 2016

The City of Decatur 2016 Annual Budget was distributed to Mayor and Council Members dated November 17, 2015. The Resolution presented December 7, 2015 for Council consideration is unchanged and as submitted to Mayor and Council Members in the distribution dated November 17, 2015, and as discussed at the Council Study Session December 3, 2015.

The Budget is available for public review in the office of the City Clerk as well as on the City web-site.

Financial Management

DATE: 12/4/2015

MEMO: Financial Management 2015-21

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Amending City Code Chapter 51.5 Hotel Use Tax

SUMMARY RECOMMENDATION: City Staff recommends Council adoption of the referenced Ordinance which shall amend City Code creating a new Chapter 51.5 Hotel Use Tax, and increase the Hotel Use tax rate from 6% to 8% effective January 1, 2016.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Exhibit A	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/4/2015 - 4:09 PM

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
CHAPTER 51.5
HOTEL USE TAX**

WHEREAS, the City of Decatur (the “City”) is a home rule municipality in accordance with Article VII of Constitution of the State of Illinois; and,

WHEREAS, as a home rule municipality the City may exercise any power and perform any function pertaining to its government and affairs, including the power to tax.

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

Section 1. That the City Code of the City of Decatur, Illinois, be and the same is hereby, modified and amended by adding thereto new Chapter 51.5 entitled “Hotel Use Tax” as shown on Exhibit A attached hereto and incorporated by reference.

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

Section 3. To the extent they are inconsistent with new Chapter 51.5, Ordinances 81-24, 90-37, 2002-63, 2007-53, and 2009-07 are repealed.

Section 4. This Ordinance shall take effect January 1, 2016.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of December 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____ 2015.

CITY CLERK

CHAPTER 51.5

HOTEL USE TAX

Section 1. **DEFINITIONS.** The words and phrases used in this Chapter shall have their normal and customary meanings except as otherwise defined in this Section.

(1) “Hotel” means any building or structure in which the public may, for a consideration, obtain living quarters, or sleeping or housekeeping accommodations in which ten or more rooms, apartments or suites are available for such use, and includes inns, motels, tourist homes or courts, lodging houses, rooming houses, and apartment houses.

(2) “Permanent resident” means any person who occupied or has the right to occupy any room or rooms in a hotel for not fewer than thirty consecutive days.

(3) “Rent” or “rental” means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature.

(4) “Person” means any individual, firm, entity or representative.

Section 2. **TAX IMPOSED.** A tax, in addition to any and all other taxes, is imposed upon the use and privilege of renting, leasing or letting of rooms in a hotel in the City at a rate of eight percent (8%) of the gross rental receipts from such rental, leasing or letting, the ultimate incidence of and liability for payment of which shall be borne by the user, lessee or tenant of said rooms.

Section 3. **LICENSE.** No person shall engage in the business or renting, leasing or letting rooms in a hotel in the City without a license obtained from the City Clerk. Any person operating a hotel in the City without a license, or failing or omitting to pay said tax when due, or failing or omitting to collect, account for and pay over said tax shall, in addition to any other penalty provided herein, upon conviction be fined not less than Fifty Dollars (\$50.00) nor more than Five hundred Dollars (\$500.00).

Section 4. **COLLECTION.** The owner and operator of each hotel and the person to whom the license to operate the same is issued shall, jointly and severally, have the duty to collect and account for said tax from each user, lessee or tenant of rooms in such hotel at the time that the rent for the same is collected.

Exhibit A

Section 5. PAYMENT OF TAX.

A. A sworn monthly return shall be filed with the Director of Finance for each hotel in the City on forms prescribed by said Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed before the last day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return.

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

C. Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such hotel or applicable to the premises thereof all in addition to any other penalty provided in this ordinance.

Section 6. EXCEPTIONS. The tax imposed by the provisions hereof shall not apply to the renting, leasing or letting of rooms by permanent residents.

Section 7. REGULATIONS. The City Manager is hereby authorized to promulgate and publish rules and regulations and to establish procedures not inconsistent with the provisions hereof which said Manager may deem necessary or desirable to administer and enforce the same.

Section 8. BOOKS AND RECORDS. Every tax collector and every taxpayer required to pay any of the taxes imposed by this Chapter shall keep accurate books and records of its business or activity, including contemporaneous books and records denoting the transactions that give rise, or may have given rise, to any tax liability under this Chapter. The books and records shall be subject to and available for inspection by employees or agents of the City at all times during regular business hours of the tax collector or taxpayer.

Section 9. PENALTY; CIVIL ACTION. (A) Any taxpayer, including those persons required to collect taxes pursuant to Section 5 hereof, who fails to make a return within the time required therefor, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefor, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00).

(B) All taxes required to be paid to the City under to the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

Section 10. **SEVERABILITY.** If any portion of this Chapter is found invalid or unenforceable by any court of competent jurisdiction, the remainder thereof shall continue in full force and effect.

Financial Management

DATE: 12/4/2015

MEMO: Financial Management 2015-22

TO: Honorable mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Gregg D. Zientara, City Treasurer and Director of Finance

SUBJECT: Ordinance Amending City Code Chapter 51.3 Utility Taxes

SUMMARY RECOMMENDATION: City Staff recommends Council adoption of the referenced Ordinance which shall amend City Code Chapter 51.3 increasing the utility tax rate from 1.25% to 4.25% effective from January 1, 2016.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Chapter 51.3 Utility Taxes - Additions and Deletions	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/4/2015 - 4:09 PM

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 51.3-
UTILITY TAXES**

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

Section 1. That Chapter 51.3 of the City Code of the City of Decatur, Illinois, be, and the same is hereby amended and modified at Section 2, so that said Section 2 as amended, shall provide as follows:

2. **TAX IMPOSED.** A tax is hereby imposed on all persons engaged in the following occupations or privileges:

(a) persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the City of Decatur, and not for resale, at the rate of four and one-fourth percent (4.25 %) of the gross receipts therefrom, but excluding the distribution, supplying, furnishing, or sale of gas to school districts or units of local government; and,

(b) persons (but excluding school districts and units of local government) engaged in the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City of Decatur at the following rates, calculated on a monthly basis for each purchaser:

(i) For the first 2,000 kilowatt-hours used or consumed in a month: 0.2533 cents per kilowatt-hour;

(ii) For the next 48,000 kilowatt-hours used or consumed in a month: 0.16592 cents per kilowatt-hour;

(iii) For the next 50,000 kilowatt-hours used or consumed in a month: 0.14926 cents per kilowatt-hour;

(iv) For the next 400,000 kilowatt-hours used or consumed in a month: 0.14518 cents per kilowatt-hour;

(v) For the next 500,000 kilowatt-hours used or consumed in a month: 0.1411 cents per kilowatt-hour;

(vi) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.13294 cents per kilowatt-hour;

(vii) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.13056 cents per kilowatt-hour;

(viii) For the next 5,000,000 kilowatt-hours used or consumed in a month: 0.12852 cents per kilowatt-hour;

(ix) For the next 10,000,000 kilowatt-hours used or consumed in a month: 0.12648 cents per kilowatt-hour;

(x) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month: 0.12444 cents per kilowatt-hour;

The tax rates set forth in the preceding table, are proportional and do not exceed the revenue that could have been collected using the rates enumerated in 65 ILCS 5/8-11-2.

Those persons responsible for paying or collecting the taxes imposed by subsections (a) and (b) hereof shall submit returns to the City, including the taxes due, for all such taxes arising out of gross receipts generated by customer bills issued on or after January 1, 2016.

(c) Pursuant to 65 ILCS 5/8-11-2, the rates set forth in subsection (b) above shall be effective upon approval by the Illinois Commerce Commission.

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

PRESENTED, PASSED, APPROVED AND RECORDED THIS 7TH DAY OF DECEMBER, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of December, 2015

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 51.3

UTILITY TAXES

2. **TAX IMPOSED.** A tax is hereby imposed on all persons engaged in the following occupations or privileges:

(a) persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the City of Decatur, and not for resale, at the rate of ~~one~~ four and one-fourth percent (~~4.25%~~) (4.25%) of the gross receipts therefrom, but excluding the distribution, supplying, furnishing, or sale of gas to school districts or units of local government; and,

(b) persons (but excluding school districts and units of local government) engaged in the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City of Decatur at the following rates, calculated on a monthly basis for each purchaser:

(i) For the first 2,000 kilowatt-hours used or consumed in a month: ~~0.0745~~ 0.2533 cents per kilowatt-hour;

(ii) For the next 48,000 kilowatt-hours used or consumed in a month: ~~0.0488~~ 0.16592 cents per kilowatt-hour;

(iii) For the next 50,000 kilowatt-hours used or consumed in a month: ~~0.0439~~ 0.14926 cents per kilowatt-hour;

(iv) For the next 400,000 kilowatt-hours used or consumed in a month: ~~0.0427~~ 0.14518 cents per kilowatt-hour;

(v) For the next 500,000 kilowatt-hours used or consumed in a month: ~~0.0415~~ 0.1411 cents per kilowatt-hour;

(vi) For the next 2,000,000 kilowatt-hours used or consumed in a month: ~~0.0391~~ 0.13294 cents per kilowatt-hour;

(vii) For the next 2,000,000 kilowatt-hours used or consumed in a month: ~~0.0384~~ 0.13056 cents per kilowatt-hour;

(viii) For the next 5,000,000 kilowatt-hours used or consumed in a month: ~~0.0378~~ 0.12852 cents per kilowatt-hour;

(ix) For the next 10,000,000 kilowatt-hours used or consumed in a month: ~~0.0372~~ 0.12648 cents per kilowatt-hour;

(x) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month: ~~0.0366~~ 0.12444 cents per kilowatt-hour;

The tax rates set forth in the preceding table ~~will be used at least through December 31, 2008~~, are proportional and do not exceed the revenue that could have been collected using the rates enumerated in 65 ILCS 5/8-11-2.

Those persons responsible for paying or collecting the taxes imposed by subsections (a) and (b) hereof shall submit returns to the City, including the taxes due, for all such taxes arising out of gross receipts generated by customer bills issued on or after ~~November 1, 2002~~ January 1, 2016.

(c) Pursuant to 65 ILCS 5/8-11-2, the rates set forth in subsection (b) above shall be effective upon approval by the Illinois Commerce Commission.

Financial Management

DATE: 12/2/2015

MEMO: Financial Management 2015-19

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Amending Council Ordinance 2010-79 to Amend the Definition of 2010B Project Work Scope

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance, which amends City Council Ordinance 2010-79 approved by the City Council on November 15, 2010.

BACKGROUND:

This ordinance will amend the project work scope definition of General Obligation Bond 2010B to include the project work scope definition of General Obligation Bond 2010C to allow the City to use unspent 2010B monies on repairs required to City owned parking garages B & C.

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 Richard Marley, City Director of Public Works

BUDGET/TIME IMPLICATIONS:

None.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/3/2015 - 3:56 PM

ORDINANCE NO. 2015-

AN ORDINANCE of the City of Decatur, Macon County, Illinois, amending an ordinance of said City authorizing the issuance of its General Obligation Bonds, Series 2010, to amend the definition of the “2010B Project” contained therein.

* * *

WHEREAS, the Council (the “*Council*”) of the City of Decatur, Macon County, Illinois (the “*City*”), on the 15th day of November, 2010, adopted an ordinance entitled:

AN ORDINANCE providing for the issuance of four series of General Obligation Bonds of the City of Decatur, Macon County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

(the “*Original Ordinance*”); and

WHEREAS, the City, by the Council, pursuant to the Original Ordinance provided for the issuance and sale of the Taxable General Obligation Bonds, Series 2010B (the “*2010B Bonds*”), and the General Obligation Bonds, Series 2010C, of the City (the “*2010C Bonds*”); and

WHEREAS, Section 14 of the Original Ordinance permits the Council, as it becomes necessary from time to time, to revise the list of expenditures set forth in the Original Ordinance, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the City; *subject, however*, to the tax covenants set forth in the Original Ordinance; and

WHEREAS, the Council has determined and does hereby determine that it is necessary and in the best interests of the City that the definition of the “2010B Project” to be financed with the proceeds of the 2010B Bonds, as defined in the Original Ordinance as “improvements in the City, including City water capacity and quality improvements (Lake Decatur dredging, additional ground water supply and lake Decatur Dam repairs) and Downtown Decatur capital improvements (streetscape improvements throughout Downtown Decatur, improvements to

central Park and the interior renovations of the Transfer House),” be amended to include certain of the work within the scope of the “2010C Project” to be financed with the proceeds of the 2010C Bonds:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the Council of the City of Decatur, Macon County, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Amending Ordinance are full, true and correct and does incorporate them into this Amending Ordinance by this reference.

Section 2. Amendment of Original Ordinance. The definition of the 2010B Project in the Original Ordinance is hereby amended to also include “improvements to City-owned parking garages located at 170 East North Street and 136 South Franklin Street and construction of a new approximately 60-space surface parking lot to be located at 332-356 North Main Street.”

Section 3. Filing. A certified copy of this Amending Ordinance shall be filed with the City Clerk; and the City Clerk shall in the future attach a certified copy of this Amending Ordinance to the Original Ordinance whenever the City Clerk makes available a copy of the Original Ordinance.

Section 4. Severability. If any section, paragraph, clause or provision of this Amending Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Amending Ordinance.

Section 5. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this Amending Ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED by the Council on December 7, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on December 7, 2015.

Mayor, City of Decatur,
Macon County, Illinois

RECORDED in the City Records on December 7, 2015.

Attest:

City Clerk, City of Decatur,
Macon County, Illinois

[SEAL]

Public Works

DATE: 11/20/2015

MEMO: 2015-45

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Engineering Services Agreement with Carl Walker, Inc. for Parking Garages B and C Improvements, City Project 2015-03.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the Mayor to execute, and the City Clerk to attest, a Professional Engineering Services Agreement between the City of Decatur and Carl Walker, Inc., to provide design and construction services for the improvement of City Parking Garage B (North and Water) and Parking Garage C (Franklin and Wood) for a fee not to exceed \$30,000.

BACKGROUND:

Parking Garage B was constructed in 1966 on the northwest corner of North Street and Water Street. The parking garage comprises 4 floors and 681 parking spaces. In 2010 the parking garage was leased to ADM. The lease agreement requires the City to maintain the structural integrity of the building.

Parking Garage C was constructed in 1966 on the northeast corner of Franklin Street and Wood Street. The parking garage is a 2 story structure with 773 parking spaces.

In December 2014, an inspection of Parking Garage C by City staff noted severe deterioration in several structural steel members. Structural engineers with Chastain and Associates, LLC reviewed the deterioration and recommended repairs at two locations. Photographs of the damage and repair are included in Appendix A, see photographs 1 - 3. Chastain also recommended that a thorough structural review be conducted in the parking garages.

In July 2015, the Public Works Department retained the services of Carl Walker, Inc., a well known and highly respected national engineering firm specializing in parking garage construction and restoration. Carl Walker was originally retained by the City in 2009 to complete a condition assessment of Parking Garages B and C and they then designed improvements to the parking garages that were completed in 2012.

Carl Walker completed a Parking Garage Condition Assessment Report for Garages B and C in October, 2015. The Executive Summary is attached. The report noted 5 beam ends that required immediate shoring which was completed by Public Works personnel (see photographs 4 and 5). The report recommends that \$300,000 in repairs be made to the parking garages in 2016 with additional repairs to be scheduled as indicated on Table 1 below:

Table 1

	Recommended Phased Repairs		
	2016	2017-2019	2020-2022
Garage B – Project Totals (2015 Dollars)	\$111,000	\$555,000	\$457,000
Garage C – Project Totals (2015 Dollars)	\$184,000	\$293,000	\$246,000
Totals	\$295,000	\$848,000	\$703,000

The proposal for 2016 parking garage improvement work includes full depth floor repairs, beam and joist repairs, drain repairs, structural steel repairs, deck coating repairs, cleaning and painting of rusted steel. Future repairs are focused on re-coating the decks with waterproof membrane to keep water from further deteriorating the concrete and steel of the structure along with floor and beam repairs as needed. To assure the long term health of the City's parking garages, it is important that ongoing maintenance needs are funded in a timely manner. Currently, in the absence of other available funding, work in the out years of 2017-2022 is listed in the 5-year Capital Improvements Plan as being funded with Motor Fuel Tax funds which will take away from needed road work.

Engineering Services Agreement

Carl Walker was originally retained by the City in 2009 after the City solicited proposals from firms specializing in parking garage restoration. Carl Walker, headquartered in Chicago, was selected at that time as the firm with the expertise and ability to best assist the City in maintaining its parking garages. They are familiar with both structures and the work needed to improve them.

The recommended scope of services includes:

1. Review proposed repairs with City staff.
2. Prepare final design drawings and an opinion of probable costs.
3. Prepare project specifications for the proposed improvements.
4. Assist the City in bidding the project.
5. Review bids and prepare a recommendation for award of contract.
6. Review and approve contractor submittals and shop drawings.

7. Conduct regular site visits to assist the City with project site inspections.

SCHEDULE: Design work will begin upon Council approval and will be completed in March 2016. It is expected that construction will occur summer of 2016.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Carl Walker, Inc.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The Professional Engineering Services Agreement with Carl Walker, inc. is for a fee not to exceed \$30,000 and is allocated in the Bond Fund. Funds to complete the 2016 repairs are also included in the Bond Fund. Until other funding is provided, the future improvements are shown in the 5-year Capital Improvement Plan as coming from the Motor Fuel Tax fund which will take funds away from road improvements.

Staffing Impact: Staff time has been allocated to manage this project.

This memorandum as prepared by Matt Newell, P.E., City Engineer.

COPY: Carl Walker, Inc.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Engineering Services Agreement Carl Walker, Inc.	Backup Material
Carl Walker Parking Garages B & C Executive Summary	Backup Material
Appendix A Pictures 1 - 3	Backup Material
Appendix A Pictures 4 - 5 Garage C	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	12/3/2015 - 9:52 AM

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CARL WALKER, INC.
FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE
IMPROVEMENT OF CITY PARKING GARAGES B & C
CITY PROJECT 2015-03**

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

Section 1. That the Agreement authorizing the professional engineering services to design and assist with construction engineering for the improvement of City Parking Garage B and City Parking Garage C in downtown Decatur, presented to the Council herewith between the City of Decatur and Carl Walker, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Carl Walker, Inc., for a fee not to exceed \$30,000.

PRESENTED and ADOPTED this 7th day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

Carl Walker, Inc., 1920 S. Highland Avenue Suite 210, Lombard, IL 60148,

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. FINAL DESIGN PHASE.

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

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

B. BIDDING PHASE.

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

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the

City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:

- a. Name and address of party insured.
- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.
- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

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

- a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
- b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

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

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

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation

claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

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

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.5 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers,

architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1 .
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2015

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 

SCOPE OF WORK

Exhibit A-1



November 17, 2015

Matthew C. Newell, P.E.
City Engineer
Public Works Department
City of Decatur, Illinois
Email: mnewell@decaturil.gov

Re: Parking Garages B & C
Repair Documents, Bidding, and Construction Administration
Carl Walker, Inc. Proposal #R1-15-204

Dear Matt:

Carl Walker, Inc. is pleased to submit this proposal to provide professional engineering services for Repair Documents, Bidding, and Construction Administration at Parking Garages B & C in Decatur.

BACKGROUND

The City of Decatur, Illinois maintains two downtown parking garages, referred to Garage B and Garage C:

Garage B: (1966) located at the corner of E. North St. and N. Water St., 4 level cast-in-place concrete slab on concrete-encased steel girders and columns, approximately 180,000 sf of supported floor area, 681 parking stalls.

Garage C: (1966) located at the corner of E. Main St. and S. Franklin St., 2 level cast-in-place concrete slab on steel beams and columns, approximately 130,000 sf of supported floor area, 773 parking stalls.

In August, 2015, **Carl Walker** performed a condition assessment of the two garages (final report issued October 18, 2015). We found both structures to be in reasonably good, serviceable condition. Past repair efforts have preserved and protected the structures reasonably well. However, we observed concrete distress and waterproofing nearing the end of its anticipated service life that require repair to extend the life of the garages. Our report projected approximately \$1,150,000 of needed repairs over the next five years to address ongoing deterioration and renewal of waterproofing systems. Based on the City of Decatur's anticipated 2016 budget, we prepared a prioritized list of repairs recommended to be performed in 2017. Our estimate of the 2016 repairs was \$295,000.

We understand that the City of Decatur would like to move forward with implementing the recommended 2016 repairs. The City is requesting engineering services to prepare repair documents and to perform bidding and construction administration services. Repairs are intended to be bid as a single repair project for both garages and awarded to one contractor.

RESTORATION &
PRESERVATION Solutions

1920 S Highland Avenue, Suite 210, Lombard IL 60148
Tel: 630.307.3800 Fax: 630.307.7030 | carlwalker.com

Exhibit A-2

City of Decatur, IL Parking Garages B & C
Proposal #R1-15-204
November 17, 2015

PROJECT APPROACH

Repair Documents

Preparation of Repair Documents will include the following services:

- Met with City of Decatur representatives to review the proposed repair scope and project objectives.
- Review the parking garage requirements that may affect construction such as phasing of the work, noise restrictions, dust and fume control, vibration restrictions, service access, work hours, security, etc.
- Prepare Final Design repair drawings, based upon the preliminary design documents and opinion of probable project costs as approved by the City. The drawings will include plans and details to show the character and extent of the project.
- Prepare specifications to complete the work. The specifications will include a front end specification using the City's standard Capital Improvement Construction Contract and technical specifications which will include recommended materials, preparation requirements, and installation requirements.
- Provide an updated opinion of probable repair costs based upon the final submitted design, if required.
- Provide final repair documents and specifications to the City in PDF format for your review and comment.
- Incorporate your comments into the final documents to be distributed to contractors in PDF format.

Bidding

The Bidding phase will include the following services:

- Distribute Repair Documents and Specifications to bidders. Documents will be made available to bidders upon request in electronic pdf format. We will maintain a Plan Holder List by recording the business name, contact person, address, and telephone number of each bidder requesting a set of documents.
- Attend an on-site pre-bid meeting with City representatives and prospective bidders.
- Respond in writing to contractor's technical questions during the bidding process and issue an addenda, as necessary.
- Review submitted bids and provide a bid summary table with a recommendation for the award of contract.

Exhibit A-3

City of Decatur, IL Parking Garages B & C
Proposal #R1-15-204
November 17, 2015

Construction Administration

The Construction Administration phase of this project will include the following tasks:

- Attend an on-site pre-construction conference with the Contractor and Owner's representative to review the project work scope and schedule.
- Review Contractor material submittals and shop drawings, etc.
- Review Contractor's pay requests, and assist in documentation of construction quantities where unit pricing is used.
- Visit the construction site to observe the progress and verify that, in general, the work complies with the intent of the plans and specifications. For each site visit a report will be prepared and submitted.
- Coordinate and chair periodic progress meetings to review construction progress and address coordination issues with building management. Progress meetings will be conducted during our schedule site visits. Based upon a 12-week construction schedule, we have included 6 scheduled site visits/progress meetings during construction.
- Prepare a final punch list with City representatives and the Contractor.

PROJECT SCHEDULE

We have developed a preliminary project schedule for 2016

<i>Anticipated Project Schedule</i>	
Description	Beginning / End
Repair Document Preparation	January 4 / February 26 (8 Weeks)
Bidding	March 1 / April 1 (4 Weeks)
Construction Administration	May 1 / July 31 (12 Weeks)

Exhibit A-4

City of Decatur, IL Parking Garages B & C
Proposal #R1-15-204
November 17, 2015

PROJECT FEES

We propose to provide our scope of services on an hourly fee basis plus reimbursable expenses, as presented in the following table.

CARL WALKER, INC. FEE SUMMARY			
Item	Description	Professional Fees	Estimated Expenses
1	Repair Design	\$14,300.00	\$200
2	Bidding	\$3,000.00	\$200
3	Construction Administration	\$11,200.00	\$800
	Total:	\$28,500.00	\$1,200.00

We understand that this proposal will be incorporated into a standard City of Decatur Professional Services Agreement. We thank you for the opportunity to be of service to the City of Decatur, and look forward to working with you on this project.

Sincerely,

CARL WALKER, INC.



Ryan A. Carris, P.E.
Sr. Project Manager

Senior Project Manager



Patrick D. Martin, P.E.
Vice President, Restoration

Exhibit A-5



Restoration Design Fee Budget

Project: Decatur Garage B & C - Repair Design
 Proposal No.: R1-15-204
 Date: 11/19/2015

1. Repair Documents

Task	Principal PDM \$ 209.00	Project Manager RAC \$ 156.00	Rest. Technician TBD \$ 86.00	CAD TBD \$ 80.00	Admin TBD \$ 65.00
Project Set-up / Internal Kick Off	1	4	1		
Site Visit to confirm quantities / locations		16	0		
Drawing Mark-ups		16	32		
Specifications		16			4
Project Review QA/QC	2	2			
Project Coordination	2	8	4		2
Total Hours	5	62	37	0	6
Fee Subtotal	\$ 1,045.00	\$ 9,672.00	\$ 3,182.00	\$ -	\$ 390.00
Total					\$ 14,289.00

2. Bidding

Task	Principal PDM \$ 209.00	Project Manager RAC \$ 156.00	Rest. Technician TBD \$ 86.00	CAD TBD \$ 80.00	Admin TBD \$ 65.00
Distribute Documents / Plan Holder List		1			4
Pre-Bid Meeting		8			
Respond to Questions		4			
Bid Review / Summary		4			
Total Hours	0	17	0	0	4
Fee Subtotal	\$ -	\$ 2,652.00	\$ -	\$ -	\$ 260.00
Total					\$ 2,912.00

3. Construction Administration

Task	Principal PDM \$ 209.00	Project Manager RAC \$ 156.00	Rest. Technician TBD \$ 86.00	CAD TBD \$ 80.00	Admin TBD \$ 65.00
Pre-Construction Meeting		8			
Submittals		4			
Pay Requests		2			
Site Visits / Field Reports (6)		48			
Project Review QA/QC	1				
Project Coordination		8			
Total Hours	1	70	0	0	0
Fee Subtotal	\$ 209.00	\$ 10,920.00	\$ -	\$ -	\$ -
Total					\$ 11,129.00



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE



Proposed Project Schedule

Project: Decatur Garage B & C - Repair Design
 Proposal No.: R1-15-204
 Date: 11/19/2015

	Weeks																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Repair Document																														
Notice To Proceed																														
Field Work																														
Documents to 90%																														
Client Review																														
Finalize Documents																														
Bidding																														
Pre-Bid Meeting																														
Bid Period																														
Bid Review																														
Construction Administration																														
Project Award																														
Pre-Construction Mtg																														
Construction																														
Close-Out																														



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/20/2015

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: certs@pciaonline.com															
INSURED CARL WALKER, INC. 5136 LOVERS LANE KALAMAZOO MI 49002		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER B: Travelers Indem. Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER C: Hartford Insurance Co.</td> <td>00914</td> </tr> <tr> <td>INSURER D: XL Specialty Ins. Co.</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co	25658	INSURER B: Travelers Indem. Co of America	25666	INSURER C: Hartford Insurance Co.	00914	INSURER D: XL Specialty Ins. Co.	37885	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 14-15 \$1M PL** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		6801B986710IND14	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ X, C, U						PERSONAL & ADV INJURY \$ 1,000,000
	☒ CONTRACTUAL LIABILITY						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY	X		BA2B01418114GRP	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
A	UMBRELLA LIAB			CUP2B0130431447	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE						\$
	DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		35WEGPN3645	12/31/2014	12/31/2015	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9718879	12/31/2014	12/31/2015	Per Claim 1,000,000 Aggregate 1,000,000

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

Client No: 01-0538 Project: R1-2011-482

Project: City of Decatur Garages B & C

The City of Decatur and its officers and employees are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is considered primary and non-contributory where applicable. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for

CERTIFICATE HOLDER The City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Cosgrove/CARRIE <i>Michael Cosgrove</i>

ACORD 25 (2010/05)

INS025 (2010/05) 01

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Michigan)
) ss.
 COUNTY OF Kalamazoo)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Carl Walker Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

____ Partnership (if a Partnership, complete C)

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

____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 38-2622047.

B. CORPORATION

The State of Incorporation is Michigan

Registered Agent of Corporation in Illinois: <u>CT Corporation System</u> Name <u>208 S. LaSalle Street</u> Address <u>Chicago, IL 60604</u> City, State, Zip <u>(404) 965-3787</u> Telephone	Business Information (If Different from Above): _____ Company Address, Principal Office _____ City, State, Zip _____ Telephone _____ Facsimile _____ _____ Website
---	--

The corporate officers are as follows:

President: Gary L. Cudney

Vice President: Michael C. Ortlieb

Secretary: Michael C. Ortlieb

C. PARTNERSHIP OR LLC

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

Name Home Address & Telephone

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

Name

Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

Others Interested in Contract	X	None
-------------------------------	---	------

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

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

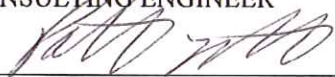
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER



Signature

Patrick Martin

Printed Name

VP, Restoration

Title

SUBSCRIBED and SWORN to before me this 19 day of November, 2015.



Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: Garage B & C – Repair Design, Bidding		
Consulting Engineer:		
Classification	Minimum	Maximum
Principal	\$152	\$209
Project Manager	\$119	\$162
Structural Engineer	\$119	\$161
Senior Engineer	\$119	\$161
Engineer	\$110	\$118
Senior Technician	\$101	\$139
Technician	\$62	\$80
Professional Land Surveyor	N/A	N/A
Construction Inspector	N/A	N/A
Structural Engineer	N/A	N/A
Clerical	\$40	\$94

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Consulting Engineer's
Signature:

Title:

I. EXECUTIVE SUMMARY

In accordance with our proposal dated June 24, 2015, **Carl Walker, Inc.** has completed a condition assessment of The City of Decatur Garages B and C. The objectives of our assessment were to perform an onsite evaluation of the parking structure's current condition and maintenance needs, to identify any immediate actions required due to structural concerns, and to provide an update to the 2009 multi-year repair and maintenance plan that can be used to schedule and budget the recommended repairs.

Garage B, located on E. North St. between N. Main St. and N. Water St., is a four level structure providing 681 parking spaces. Garage C, located on S. Franklin St between E. Wood St. and E. Main St., is a two level structure providing 773 parking spaces. Garages B & C were both constructed in 1966 and have a long history of repair and maintenance, including major repair programs in 1992, 2004 – 2006, and 2011.

On August 12 and 13, 2015, **Carl Walker, Inc.** completed an onsite evaluation of Garages B and C while they were in operation. The evaluation included visual observations and sounding of representative areas of the floor surface and other structural elements. Based on our review, we found both structures to be in reasonably good, serviceable condition. Past repair efforts have preserved and protected the structures reasonably well. However, concrete distress and waterproofing nearing the end of its anticipated service life was observed and will require repair extend the life of the garages. The deterioration and repairs should be considered normal for structure of this age, construction, and location.

We have prepared a multi-year repair and maintenance plan, based upon our observations and the anticipated City near-term budget. A summary of the estimated repair costs is shown in the table below.

	Phased Repairs		
	Near-Term 2016	Medium-Term 2017 - 2019	Long-Term 2020 - 2022
Garage B - Project Total (2015 Dollars)	\$ 111,000.00	\$ 555,000.00	\$ 457,000.00
Garage C - Project Total (2015 Dollars)	\$ 184,000.00	\$ 293,000.00	\$ 246,000.00

The success of the repairs will be dependent on having proper repair design, material selection, and contractor execution. Therefore, to implement the outlined repair program, we recommend having repair drawings and specifications prepared by an experienced restoration engineer. Engineer prepared drawings and specifications should conform to the American Concrete Institute, Committee 562 - Code Requirements for Evaluation, Repair, and Rehabilitation of Concrete Buildings (ACI-562).

Our report includes a detailed discussion of our evaluation findings, repair recommendations, and cost opinion.

Sincerely,

A handwritten signature in black ink, appearing to read "RC", followed by a horizontal line.

CARL WALKER, INC.
Ryan A. Carris, P.E.
Sr. Project Manager

A handwritten signature in black ink, appearing to read "Patrick D. Martin".

Patrick D. Martin, P.E.
Vice President, Restoration

APPENDIX A



Photo 1: Beam end damage found during December 2014 inspection of Parking Garage C.



Photo 2: Deterioration and heavy rusting at structural steel joint in Parking Garage C.

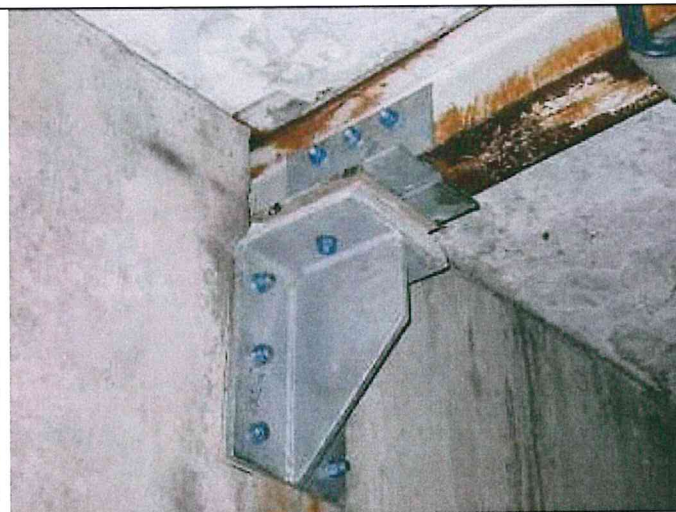


Photo 3: Beam end repair in Parking Garage C completed by Christy-Foltz in April 2015. The deteriorated section was cut out and new structural steel was bolted in place with a structural steel support installed to hold the beam in place.



Photo 4: Shoring currently in place to support a corroded beam in Parking Garage C.



Photo 5: Shoring currently in place to support a corroded beam in Parking Garage C.

Purchasing

DATE: 11/30/2015

MEMO: 15-10

TO: Honorable Mayor Moore-Wolfe and City Council

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

SUBJECT: Bids for water treatment chemicals

SUMMARY RECOMMENDATION:

Staff recommends awarding contracts to the low bidders meeting specifications listed on Exhibit A for each of the water treatment chemicals for January 1, 2016 – December 31, 2016.

BACKGROUND:

The following is a list of the chemicals and how they are used in the water purification process.

- Alum – to coagulate; clarifying agent
- Carbon – used for taste and odor control; control of atrazine and other compounds
- Carbon Dioxide – lowers the pH level
- Chlorine – primary disinfectant
- Hydrofluosilicic Acid – reduces tooth decay
- Lime – water softening agent
- Sodium Chloride – assists to remove nitrate from water
- Sodium Chlorite – disinfectant; used for taste and odor control
- Sodium Hexametaphosphate – used to counteract calcium hydroxide; prevents scaling; filter protection

The City of Decatur uses a performance based evaluation for Powdered Activated Carbon (PAC).

Potential bidders were requested to submit PAC samples to an independent testing firm (Engineering Performance Solutions of Gainesville, FL) to evaluate product performance. Three vendors submitted products for evaluation.

Each product was evaluated and assigned a performance factor based on its ability to remove

60% of two of the most commonly occurring substances attributed to the unpleasant taste and odor characteristics of drinking water (2-Methylisoborneol [MIB] and Geosmin).

Multiplying this performance factor by the bid price submitted by each PAC vendor provided the ability to compare equivalent removal costs. The PAC product Aqua Nuchar 136-R-15 from Westrock MWV, LLC, Ingevity was determined to be able to remove 60% of the MIB and Geosmin at the lowest cost.

The low bidders meeting specifications have provided the City with the necessary bonding, NSF and AWWA certifications required for their chemicals.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Water Management requested the chemicals and also wrote the bid specifications. They recommend approval of the bid.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 424-2863. Don Giger, Water Production Operation Supervisor, 424-2866. Keith will be at the council meeting to answer any questions the council may have about this purchase.

BUDGET/TIME IMPLICATIONS: Water Operating Fund

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Purchasing	Bright, Debbie	Approved	12/3/2015 - 9:51 AM

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS
CITY PROJECT – 2015-14

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals, City Project 2015-14 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bids of bidders shown in Exhibit A be accepted and a purchase order be awarded accordingly.

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

PRESENTED AND ADOPTED THIS 7th day of December, 2015.

Julie Moore-Wolfe
MAYOR

ATTEST:

CITY CLERK

Exhibit A
Water Treatment Chemicals – 2015-14

Estimated Yearly Usage	Chemical	Vendor	Unit Price
1300 tons	Alum	USAlco Michigan City Plant LLC	\$ 324.76/ton
450 tons	Carbon, wood based	Westrock MWV, LLC Ingevity Division	\$1700.00/ton
450 tons	Carbon Dioxide	ILMO Products Comp.	\$ 213.00/ton
150 tons	Chlorine	Alexander Chemical Corp.	\$ 336.00/ton
200 tons	Hydrofluosilicic Acid	Mosaic Global Sales	\$ 393.00/ton
5500 tons	Lime	Mississippi Lime Company	\$ 170.28/ton
350 tons	Sodium Chloride	Cargill Salt	\$ 224.00/ton
300 tons	Sodium Chlorite	Evoqua Water Technologies, LLC	\$ 864.00/ton
35 tons	Sodium Hexametaphosphate	Carus Corporation	\$1752.00/ton

Project Name: Water Treatment Chemicals Project Number: 2015-14 Bid Date: November 18, 2015 Time: 10:00 a.m.					
	Description	QTY.	Unit	Unit Price	Total
	See Attached				
	No Bids:				
	AIC- American International Chemical, Inc.				
	GEO Specialty Chemical				
	Nalco Company				
	Omni Materials, Inc.				
	Walter Louis Fluid Technologies				

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #2015-14
November 18, 2015

1. Alum, liquid bulk

USAlco Michigan City Plant LLC	\$ 324.76/ton
Univar USA	\$ 385.00/ton
Chemtrade Chemicals US LLC	\$ 520.00/ton

2. Carbon, activated bulk – Wood Based

Thatcher Company of Montana, Inc.	\$1416.00/ton
Standard Purification	\$1510.00/ton
Westrock MWV, LLC Ingevity Div.	\$1700.00/ton

3. Carbon Dioxide, bulk

ILMO Products Company	\$ 213.00/ton
-----------------------	---------------

4. Chlorine, liquid, ton containers

Alexander Chemical Corporation	\$ 336.00/ton
JCI Jones Chemicals, Inc.	\$ 337.00/ton
Brenntag Mid-South, Inc.	\$ 348.00/ton
DPC Enterprises, L.P.	\$ 409.00/ton

5. Hydrofluosilicic Acid, 23% bulk

Mosaic Global Sales, LLC	\$ 393.00/ton
Univar USA	\$ 407.23/ton
Pencco, Inc.	\$ 441.50/ton
Alexander Chemical Corporation	\$ 458.00/ton
Brenntag Mid-South, Inc.	\$ 485.00/ton
Shannon Chemical Corporation	\$ 597.97/ton

6. Lime, pebble, bulk, blower truck

Mississippi Lime Company	\$ 170.28/ton
Hickman Williams & Company	\$ 200.00/ton
Carmeuse Lime & Stone	\$ 321.03/ton

7. Sodium Chloride

Cargill Salt	\$ 224.00/ton
Morton Salt, Inc.	\$ 235.30/ton

8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$ 864.00/ton
International Dioxide, Inc.	\$1050.00/ton

9. Sodium Hexametaphosphate, 50 lb. bags

Carus Corporation	\$1752.00/ton
Sterling Water Technologies	\$1797.42/ton
Shannon Chemical Corp.	\$1818.18/ton
Brenntag Mid South, Inc.	\$2040.00/ton

Water Management

DATE: 11/25/2015

MEMO: 2015-18

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management

SUBJECT: Engineering Services Agreement with Hanson Professional Services, Inc. for the Lake Decatur Dam Emergency Action Plan

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing a professional services agreement with Hanson Professional Services Inc. for a Lake Decatur Dam Emergency Action Plan at a cost not to exceed \$102,325.

BACKGROUND:

The City operates and maintains the Lake Decatur dam that was constructed in the early 1920s. The Illinois Department of Natural Resources Office of Water Resources (OWR) regulates dam safety statewide. Per OWR requirements, the City has operated and maintained the dam per the City's Lake Decatur Dam Operations and Maintenance Plan for many years. The City was recently informed by the OWR that federal and state emergency planning regulations now require the City to also have an Emergency Action Plan (EAP) for the dam. EAPs are much more complex and comprehensive than operations and maintenance plans.

The Lake Decatur dam is located within an urban area and its failure could potentially have catastrophic effects. Modeling the failure and its corresponding breach wave will allow the City, emergency responders and other stakeholders prepare for the magnitude of potential impacts.

An EAP provides the City with the essential information necessary to plan for a dam breach emergency and meet the requirements of the OWR in an efficient manner that applies available information and current technologies to minimize cost.

Hanson Professional Services Inc. (Hanson) has successfully provided Lake Decatur dam

repair engineering, construction management and annual dam inspections for the past several years. They are intimately familiar with the dam structure, control systems and adjacent facilities. They are uniquely qualified for this particular project for the following reasons:

1. They have completed our annual dam safety inspection for the past several years at a highly competitive price.
2. They provided engineering and construction management for our past two extensive dam repair projects including the Asian carp fish screen.
3. The fish screen required Hanson to perform hydrologic modeling of Lake Decatur and the Sangamon River. Since this modeling will be used for EAP development, it reduces the City's cost for the EAP project.
4. They have recently modeled the entire Sangamon River basin. Since this modeling will also be used for EAP development, it further reduces the City's cost for the EAP project.
5. Their experienced team consists of 5 staff that had worked for OWR.
6. They have successfully completed 13 EAPs in Illinois that were approved by OWR.

Major tasks that Hanson will perform include:

- A. Hydrologic and hydraulic analyses for the (a) sunny day and (b) design Probable Maximum Flood storm event breach modeling.
- B. Submit technical summary memos for the hydrologic and hydraulic modeling to clarify procedures, assumptions and possible limitations.
- C. GIS services for terrain data and breach wave inundation mapping.
- D. Emergency responder coordination.
- E. Conduct a project orientation meeting in Decatur.
- F. Submit a draft EAP document for review and comment by the City, including inundation mapping and estimated responsibilities.
- G. Submit the final EAP document to OWR for approval.
- H. Produce 20 bound copies of the final approved EAP document.

INPUT FROM OTHER SOURCES:

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 or jstevens@decaturil.gov

BUDGET/TIME IMPLICATIONS:

This expenditure will come from the Water Lake Capital budget and is estimated to take no longer than 6 months to complete.

COPY: Brian Wozniak, Hanson Professional Services Inc.
Paul Mauer, IDNR OWR

ATTACHMENTS:

Description
Resolution
Hanson Agreement

Type
Resolution Letter
Backup Material

REVIEWERS:

Department
Water Management

Reviewer
Bright, Debbie

Action
Approved

Date
12/3/2015 - 3:59 PM

RESOLUTION NO. 2015-_____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
HANSON PROFESSIONAL SERVICES, INC. TO DESIGN THE
LAKE DECATUR DAM EMERGENCY ACTION PLAN**

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

Section 1. That the Agreement authorizing the professional engineering services for the Lake Decatur Dam Emergency Action Plan, presented to the Council herewith between the City of Decatur and Hanson Professional Services, Inc. be, and the same is hereby received, placed on file and approved. .

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Hanson Professional Services, Inc. for a fee not to exceed \$102,325.

PRESENTED AND ADOPTED this 7th day of December, 2015.

Julie Moore Wolf, Mayor

ATTEST:

Debbie Bright, City Clerk

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches with appropriate exhibits to indicate clearly the considerations available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations. Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
5. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting Engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

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

D. INSURANCE.

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

Further, it shall be an affirmative obligation upon the Consulting Engineer to advise the City's representative within two days of the cancellation or substantive change of any insurance policy set out under this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

The certificate must certify the following:

- a. Name and address of party insured.
- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.

- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.

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

a. Workers' Compensation:

Coverage A: Statutory Limits

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

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

Personal Injury Liability coverage.

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

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

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

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

E. TERMINATION

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

and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

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

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

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

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

Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

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

SECTION V. PAYMENT

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

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.0.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

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

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

DATED this _____ day of _____, 2015

THE CITY OF DECATUR, ILLINOIS

By: _____
Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

HANSON PROFESSIONAL SERVICES INC.

By: _____

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages “A-1”, “A-2” and so on.

Project Description:

Provide professional services related to developing an Emergency Action Plan for the Lake Decatur Dam.

Services:

1. GIS pre-processing:
 - a. Obtain and process latest LiDAR or DEM topographic data.
 - b. Develop project terrain for H&H modeling.
2. Hydrology:
 - a. Refine the existing (Hanson) HEC-HMS model of the Sangamon River Basin for specific Lake Decatur Dam Inflow/Outflow data.
 - b. HMR-52 analysis for the design storm PMP Event at one location centered over watershed.
 - c. Validation of model results.
 - d. Comparisons to FEMA flows and other published data.
 - e. QA/QC Hydrology and prepare a Hydrology Technical Summary Memo.
3. Hydraulics:
 - a. Data Acquisition: Bridge Plans (6x) and latest FEMA Hydraulics model.
 - b. Georectify FEMA regulatory hydraulics model (as necessary) to match terrain.
 - c. Enhance 1D HEC-RAS Model, stabilize for unsteady flow analysis, define crossings as embankments/abutments per bridge plans.
 - d. Develop boundary conditions (Macon/Christian) and breach parameters
 - e. Validation of model results and comparisons to FEMA data.
 - f. QA/QC Hydraulics and prepare a Hydraulics Technical Summary Memo.
4. GIS post-processing:
 - a. Develop inundation mapping with breach wave timing and depth.
 - b. Structure Identification.
 - c. QA/QC inundation mapping.
5. Emergency Action Plan (EAP):
 - a. Data collection, information gathering, phone interviews.
 - b. EAP development with adherence to IDNR-OWR requirements.
 - c. Coordinate with IDNR and with emergency service agencies.
 - d. Orientation meeting (preparation, attendance, implementation).
 - e. Finalize EAP, QA/QC and submit to IDNR-OWR for acceptance.
 - f. Develop PDF and paper copies, distribute stakeholder copies (up to 20 copies in 3-ring binders).

Hanson Professional Services, Inc.

Lake Decatur Emergency Action Plan**\$102,300**

		Totals		\$150	\$1,725	816
Task #		Hours	Total \$	Other Direct Costs		Total Hours
				Travel	Printing/Other	
	Phase 1	532	\$57,490			532
1000	GIS PRE-PROCESSING		\$0			-
	Obtain and process latest LiDAR or DEM Topographic Data		\$2,880			32
	Develop Project Terrain for H&H modeling		\$2,880			28
	Sub-Total:	\$5,760	60			
2000	HYDROLOGY		\$0			-
	Refine Existing (Hanson) HEC-HMS model of the Sangamon River Basin for specific Lake Decatur Dam Inflow/Outflow		\$3,220			32
	HMR-52 Analysis for Design Storm PMP Event (one location centered over watershed)		\$4,344			44
	Validation of model results. Comparisons to FEMA flows and other published data.		\$1,062			10
	QA/QC Hydrology		\$1,878			12
	Hydrology Technical Summary Memo		\$1,402			14
	Sub-Total:	\$11,906	112			
3000	HYDRAULICS		\$0			-
	Data Acquisition: Bridge Plans (6x) and latest FEMA Hydraulics model		\$1,030		\$350	8
	Georectify FEMA regulatory hydraulics model to match Terrain.		\$1,852			20
	Enhance 1D HEC-RAS Model. Stabilize for Unsteady Flow analysis. Define Crossings as Embankments/Abutments per Bridge Plans.		\$9,460			96
	Develop Boundary Conditions (Macon/Christian) and Breach Parameters		\$4,248			40
	Validation of model results. Comparisons to FEMA data.		\$2,498			26
	QA/QC Hydraulics		\$2,504			16
	Hydraulics Technical Summary Memo		\$2,086			20
	Sub-Total:	\$23,678	226			
4000	GIS POST-PROCESSING		\$0			-
	Develop Inundation Mapping with Breach Wave Timing and Depth		\$5,124			52
	Structure Identification		\$2,820			28
	QA/QC Inundation Mapping		\$1,878			12
	Sub-Total:	\$9,822	92			
5000	Phase 1 Project Management & Client Coordination		\$0			-
	Client Coordination (5) and Meeting (1)		\$2,445	\$50		17
	Phase 1 Project Management		\$3,879			25
	Sub-Total:	\$6,324	42			
Task #	Phase 2	284	\$44,835			284
6000	EMERGENCY ACTION PLAN					
	Data Collection, Information Gathering, Phone Interviews		\$2,584			24
	EAP Development with Adherence to IDNR-OWR Requirements		\$8,230			80
	Coordinate with IDNR		\$612			4
	Coordination with Emergency Service Agencies		\$1,904			16
	Orientation Meeting (Preparation, Attendance, Implementation)		\$10,017	\$50	\$375	76
	Finalize EAP, QA/QC and Submit to IDNR-OWR for Acceptance		\$3,564			32
	Develop PDF and Paper copies. Distribute Stakeholder Copies (up to 20 copies in 3-ring binders)		\$2,972		\$1,000	20
	Sub-Total:	\$29,883	252			
7000	Phase 2 Project Management & Client Coordination		\$0			-
	Client Coordination (4) and Meeting (1)		\$2,292	\$50		16
	Phase 2 Project Management		\$2,460			16
	Sub-Total:	\$4,752	32			
8000	Project Contingencies (10%)		\$10,200			
	Sub-Total:	\$10,200				
Total		816	\$102,325	\$150	\$1,725	816



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(Director of Water Management)

Dated this ____ day of _____, 20 ____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

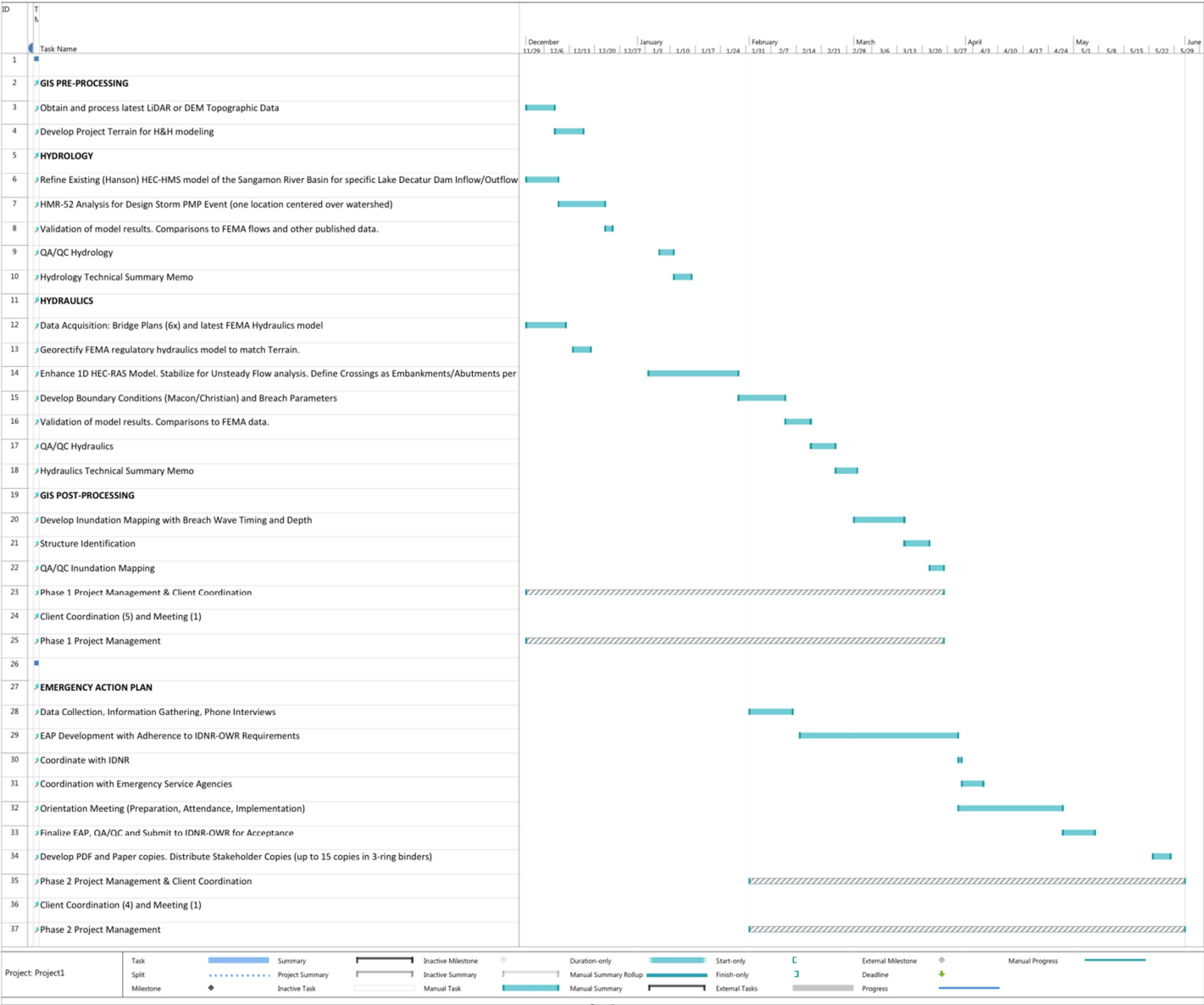
Dated this ____ day of _____, 20 ____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion)

Number pages “C-1”, “C-2” and so on.





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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Director of Water Management

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2015

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

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

PRODUCER RW Troxell & Company 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Lori Ruppel PHONE (A/C, No, Ext): 217-321-3145 FAX (A/C, No): 217-321-4145 E-MAIL ADDRESS: lruppel@rwtroxell.com														
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Company	10677														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL14121607936**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR			CPP0870038	1/1/2015	1/1/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS			CPA0870038	1/1/2015	1/1/2016	BODILY INJURY (Per person) \$
	☒ HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED ☒ RETENTION \$ 0			CPP0870038	1/1/2015	1/1/2016	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC1920351	1/1/2015	1/1/2016	☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 15L0130-Lake Decatur Emergency Action Plan/BJW

City of Decatur and its officers and employees are additional insureds in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur
 Mr. Keith Alexander,
 Director of Water Management
 One Gary K. Anderson Plaza
 Decatur, IL 62523

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

AUTHORIZED REPRESENTATIVE

Michael Aiello/HEIDI

ACORD 25 (2010/05)

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INS025 (2010/05) 01

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	
PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049 CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Hanson Professional Services, Inc. 1525 South 6th Street Springfield, IL 62703	FAX (A/C, No): NAIC # 37885

COVERAGES		CERTIFICATE NUMBER: 45418291		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)		DPR9718875	01/01/15	01/01/16	Each Claim 1,000,000 Aggregate 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 15L0130 - Lake Decatur Emergency Action Plan - PM/BJW						

CERTIFICATE HOLDER City of Decatur Attn: Keith Alexander, Director of Water Management One Gary K. Anderson Plaza Decatur, IL 62523 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

 ACORD 25 (2014/01)
 ar183004
 45418291

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Hanson Professional Services Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-0844717.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Harvey B. Stephens</u> Name	<u>1525 South Sixth Street</u> Company Address, Principal Office
<u>205 S. 5th Street, Suite 700</u> Address	<u>Springfield, IL 62703</u> City, State, Zip
<u>Springfield, IL 62701</u> City, State, Zip	<u>217-788-2450</u> <u>217-788-2503</u> Telephone Facsimile
<u>217-280-4271</u> Telephone	<u>www.hanson-inc.com</u> Website Address

The corporate officers are as follows:

President: Sergio A. Pecori

Vice President: John P. Coombe, Robert W. Cusick, Jo Ellen Keim, Jeffery T. Ball

Secretary: Jeffery T. Ball

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Signature

Robert W. Cusick

Printed Name

Executive Vice President

Title

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

Notary Public

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name:		
Consulting Engineer:		
Classification	Minimum	Maximum
Principal	-	-
Project Manager	\$45.14	\$59.59
Structural Engineer	\$33.66	\$59.25
Senior Engineer	\$34.49	\$57.05
Engineer	\$25.37	\$41.56
Senior Technician	\$26.44	\$48.65
Technician	\$19.68	\$29.42
Professional Land Surveyor	-	-
Construction Inspector	-	-
Structural Engineer	-	-
Clerical	\$18.40	\$26.05

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Consulting Engineer's
Signature:

Title:

Water Management

DATE: 11/25/2015

MEMO: 2015-19

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management

SUBJECT: Macon County Soil and Water Conservation District Agreement for Lake Decatur Watershed Conservation Services

SUMMARY RECOMMENDATION:

Council adopt the attached resolution authorizing an agreement for Lake Decatur Watershed Conservation Services with the Macon County Soil and Water Conservation District (District) at a cost not to exceed \$297,978.

BACKGROUND:

Since 1988 the City has annually funded watershed conservation services with the District. The 2015 agreement provided the District with up to \$146,068 annually. The agreements are cost reimbursable arrangements with monthly invoicing that are also successfully used by the City in similar agreements with the Agricultural Watershed Institute.

The proposed new two year agreement is for a cost not to exceed \$148,989 in 2016 and 2017, for a total of \$297,978. This is a 2% increase from the 2015 funding level for 2016 and 2017.

The attached proposed agreement describes the services that the District will provide to the City. They are identical to the current agreement and include:

- Providing technical assistance, research, review, recommendations and public support for watershed management related topics and issues.
- Planning and presenting at least 12 watershed conservation public education programs.
- Planning, allocating and implementing watershed conservation cost share projects in the amount of \$25,000 annually.
- Employing a full time Lake Decatur Watershed Specialist, full time Lake Decatur Watershed Technician and 1/3 of the time for an Administrative Coordinator or equivalent.

These agreements have been extremely successful and enhance other available conservation

funding. For example, since January 2015 the District has been awarded an additional \$168,188 in private, state and federal grants to promote and construct best management practice (BMP) water quality improvements in the Lake Decatur watershed.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 424-2863 or kalexander@decaturil.gov

BUDGET/TIME IMPLICATIONS:

This expenditure is annually included in the Lake Services operating budget. Since some of these services directly enhance the water capacity of Lake Decatur, the Archer Daniels Midland Company does participate in cost sharing those services with the City.

COPY:

Mike Hortin, MCSWCD Board Chair
Megan Baskerville, MCSWCD Lake Decatur Watershed Specialist
Randy Miller, Water Services Manager
Don Giger, Water Production Operations Supervisor
Bill Manley, ADM Co.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
MCSWCD Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	12/3/2015 - 3:59 PM

RESOLUTION NO. 2015-_____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
MACON COUNTY SOIL & WATER CONSERVATION DISTRICT.**

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

Section 1. That the Agreement presented to the Council herewith between the Macon County Soil and Water Conservation District and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and the Macon County Soil & Water Conservation District for a cost not to exceed \$297,978.

PRESENTED AND ADOPTED this 7th day of December, 2015.

Julie Moore Wolf, Mayor

ATTEST:

Debbie Bright, City Clerk

AGREEMENT

WHEREAS, the City of Decatur, Illinois (City) desires to cooperate with the Macon County Soil and Water Conservation District (District), to encourage, promote and establish good soil and water conservation practices in the Lake Decatur Watershed area in order to keep the soil on the land and reduce fertilizer, herbicide and pesticide runoff into Lake Decatur.

NOW, THEREFORE, IT IS AGREED by and between the District and the City as follows:

The term of this Agreement is for twenty four (24) months, commencing January 1, 2016 and ending December 31, 2017.

1. If the City desires to continue these conservation efforts beyond the time period of this Agreement, the City and District will develop a proposed work program. The District will then submit a budget for this work program to the City for initial review no later than September 30th of the year preceding the termination of this Agreement.
2. The District will, when requests are submitted in a timely manner, provide to the City technical assistance, research, review, recommendations and public support for Lake Decatur watershed activities, including but not limited to watershed management planning and plans, nonpoint source pollution control, Heart of the Sangamon Ecosystem Partnership, Agricultural Watershed Institute, public and private grants, City owned agricultural land, Lake Decatur dredging, sediment reuse, and other City requests. The City recognizes that some of these services may require additional District Board approval.
3. The District will plan and present at least twelve soil and water conservation public education programs, including urban erosion control and storm water management concerns, per calendar year. The programs will be directed at both urban and rural landowners in the Lake Decatur Watershed and will relate to the reduction of non point source pollution into Lake Decatur.
4. The District will plan, allocate and implement \$25,000 annually during the term of this Agreement for Lake Decatur watershed conservation cost share projects, as determined by the cost share docket approved annually by the District Board and the City.
5. The City will pay to the District up to \$148,989 annually during the duration of this Agreement for the employment of a full time Lake Decatur Watershed Specialist, a full time Lake Decatur Watershed Technician, one third of the time for an Administrative Coordinator or approved equivalent, conservation education programs, conservation cost share projects, grant submittals and administration, and technical assistance.
6. The District shall prepare and submit to the City each month a detailed invoice and activities report of the District's expenditures to perform the terms of this Agreement for the previous month. The invoice and report will be submitted to the City no later than 15 business days after the first day of each month. Upon approval of each invoice by the City, prompt payment will be made to the District. An annual report including a financial and activities summary will

be submitted to the City no later than 20 business days after the end of each calendar year.

7. The District shall permit the City to examine its books and records upon reasonable notice and during customary business hours.
8. All documents and records in the possession of the District, sub-consultants, sub-contractors and any other person employed by the District, sub-consultants, or sub-contractors to perform a governmental function on the City of Decatur's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The District shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.
9. This Agreement supersedes and replaces all earlier agreements between the parties hereto.

DATED this _____ day of _____, 2015.

MACON COUNTY SOIL AND WATER
CONSERVATION DISTRICT

By Michael Horton
Michael Horton, Board Chair

THE CITY OF DECATUR, ILLINOIS

By _____
Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS

Thursday, September 10, 2015, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The September 10, 2015 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Barry Goodman, who determined a quorum was present.

Members Present: Erv Arends , Kim Aukamp, Tom Brinkoetter, Julie Gahwiler,
 Eileen Milligan, Barry Goodman

Members Absent: Chris Harrison

Staff Present: Joselyn Stewart, Randy Johner, Amy Waks, Janet Poland

It was moved and seconded (Brinkoetter/Milligan) to approve the minutes of the August 13, 2015 meeting of the Zoning Board of Appeals. Motion carried unanimously.

New Business

Cal. No. 15-05	Petition of SUZANNE JACOBS for a variance to reduce the minimum side yard setback from five (5) feet to twenty (20) inches to allow for the construction of a garage at 1953 EAST DECATUR STREET.
----------------	---

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart read the recommendation of staff:

The subject site is approximately 6,450 square feet and located at 1953 East Decatur Street. The lot currently has a single family residence along with a detached garage.

The petitioner is requesting variation from the provisions of the Zoning Ordinance to allow for the construction of a detached garage.

The required side yard setback for this property for a detached garage is three (3) feet. The petitioner is requesting to reduce the required side yard setback along the west property line from three (3) feet to 20 inches for the construction of a 12' x 22' detached garage. The proposed setback reduction is being requested in order that the detached garage be constructed in the exact same place as the existing garage in order for the petitioner to be able to get in and out of her garage in her vehicle.

Since the existing detached garage has been at the current location for a number of years the construction of a new detached garage in the exact same location does not seem like it will adversely affect the neighboring properties or the general area.

Granting a variance for a detached garage will not alter the essential character of the locality. The detached garage will not impair the adequate supply of light and air to adjacent properties; it will

not increase congestion of the area or endanger public safety; and the request is in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Staff recommends approval of the petition.

The Zoning Board can approve the variance request as presented, deny the variance request or modify the request as appropriate.

Ms. Suzanne Jacobs, petitioner, was sworn in by Mrs. Poland.

Ms. Jacobs said her garage is falling down and she needs to replace it. There is not enough room for her to back out easily without reducing the required side yard setback.

There were no questions and no objectors present.

It was moved and seconded (Milligan/Arends) to approve Cal. No. 15-05 as requested by the petitioner. Motion carried unanimously.

Chairman Goodman recused himself from the following items:

Cal. No. 15-06
Thru
Cal. No. 15-13

Petitions of DECATUR HOUSING AUTHORITY for a variance in the provisions of the Zoning Ordinance to reduce the front yard setbacks from 25 feet to 14 feet to allow for the construction of single family residences at 1022 WEST MACON STREET, 1033 WEST MACON STREET, 1049 WEST MACON STREET, 1051 WEST MACON STREET, 1055 WEST MACON STREET, 1059 WEST MACON STREET, 1071 WEST MACON STREET and 1075 WEST MACON STREET.

Mrs. Stewart stated she will read one (1) staff report for the next eight (8) cases; however, a separate motion and vote will be required on each individual case.

Mrs. Stewart read the recommendation of staff:

The subject sites vary in size from approximately 5,300 – 6,708 square feet and are all located between the addresses of 1022 -1075 West Macon Street. The lots are all vacant.

The petitioner is requesting variation from the provisions of the Zoning Ordinance to allow for the construction of eight (8) single family residences all on separate lots.

The required front yard setback for the properties is 25 feet. The petitioner is requesting to reduce the required front yard setback along West Macon Street from 25 feet to 14 feet for all eight (8) lots. The proposed reduction is being requested to match the mean front yard setback of the developed properties on the block to preserve the street wall and neighborhood character.

The general area consists of single family residences, vacant lots, a church, and Millikin University parking lots. With all the vacant lots in the area, staff believes that the construction of single family units will enhance the area.

The single family residence(s) setback of 14 feet from the front property line along West Macon Street will not adversely affect the neighboring properties or the general area.

Granting a variance for the single family residence(s) will not alter the essential character of the locality. The residence(s) will not impair the adequate supply of light and air to adjacent properties; it will not increase congestion of the area or endanger public safety; and the request is in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Staff recommends approval of the petitions: Calendars Numbers 15-06, 15-07, 15-08, 15-09, 15-10, 15-11, 15-12, and 15-13.

Ms. Kim Aukamp asked why they cannot adhere to the setback requirement. Mrs. Stewart said there are already existing houses along West Macon Street and they are closer to the street. They are trying to make a uniform line.

Ms. Eileen Milligan asked if the setback for the existing houses was fourteen (14) feet. Ms. Stewart stated some of them are fourteen (14) feet and others are closer to eleven (11) feet.

Mr. Steve Baumann, representative, was sworn in by Mrs. Poland.

Mr. Baumann said this is an eight (8) unit single family residential development by the Decatur Housing Authority. There are two (2) different types buildings to be constructed, four (4) of each type. They are trying to match the front yard setbacks with the existing buildings so the front porches match up. The existing buildings are setback twenty-five (25) feet and have ten (10) foot porches on them.

Ms. Milligan asked if the new homes will have front porches. Mr. Baumann said yes and they will setback the full fourteen (14) feet.

There were no objectors present.

It was moved and seconded (Brinkoetter/Gahwiler) to approve Cal. No. 15-06 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

It was moved and seconded (Gahwiler/Milligan) to approve Cal. No. 15-07 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

It was moved and seconded (Gahwiler/Brinkoetter) to approve Cal. No. 15-08 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

It was moved and seconded (Gahwiler/Brinkoetter) to approve Cal. No. 15-09 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

It was moved and seconded (Arends/Milligan) to approve Cal. No. 15-10 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

It was moved and seconded (Gahwiler/Milligan) to approve Cal. No. 15-11 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

It was moved and seconded (Gahwiler/Milligan) to approve Cal. No. 15-12 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

It was moved and seconded (Gahwiler/Milligan) to approve Cal. No. 15-13 as requested by the petitioner. Motion carried with Chairman Goodman abstaining from the vote.

There being no further business, it was moved and seconded (Aukamp/Gahwiler) to adjourn the meeting. Motion carried unanimously. Chairman Goodman declared the meeting adjourned at 4:15 P.M.

City Clerk

DATE: 11/25/2015

MEMO: 2015-13

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings.

ATTACHMENTS:

Description	Type
Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings	Resolution Letter
Exhibit A	Exhibit
Exhibit B	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	12/3/2015 - 3:58 PM

RESOLUTION NO. R2015-_____

**RESOLUTION APPROVING AND DETERMINING THE NEED FOR
CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS**

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

PRESENTED AND ADOPTED THIS 7TH DAY OF DECEMBER 2015,

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Exhibit A

May 4, 2009 (Portion marked “R”)

January 19, 2010

July 6, 2010 (Portion marked “R”)

January 18, 2011 (Portion marked “R”)

March 7, 2011 (Portion marked “R”)

April 7, 2014

October 20, 2014

November 3, 2014 (Portion marked “R”)

November 17, 2014

December 1, 2014

December 10, 2014

August 17, 2015 (Portion marked “R”)

Exhibit B

1999

February 8, 1999

2000

June 10, 2000
July 24, 2000
November 11, 2000

2002

March 18, 2002
November 4, 2002

2003

March 3, 2003
April 21, 2003
April 24, 2003
May 12, 2003
May 27, 2003
June 2, 2003
August 4, 2003
August 18, 2003
October 20, 2003
December 15, 2003

2004

January 20, 2004
March 29, 2004
April 5, 2004
June 7, 2004
August 16, 2004
October 18, 2004

2005

January 18, 2005
January 24, 2005
February 21, 2005
June 20, 2005

2006

January 17, 2006
March 20, 2006
May 1, 2006
May 15, 2006
June 5, 2006
June 8, 2006
June 19, 2006
July 3, 2006 (2 sets)
July 12, 2006
July 31, 2006
September 5, 2006
November 6, 2006
November 20, 2006

2007

January 8, 2007
January 22, 2007
March 5, 2007
May 7, 2007
June 18, 2007
September 17, 2007
October 1, 2007
November 19, 2007
December 3, 2007
December 26, 2007

2008

January 7, 2008
January 22, 2008
February 4, 2008
April 7, 2008
April 21, 2008
April 23, 2008
May 5, 2008
May 19, 2008
June 2, 2008
June 16, 2008
June 30, 2008
July 21, 2008
July 28, 2008
August 4, 2008
August 18, 2008
September 2, 2008
September 4, 2008
September 15, 2008
October 6, 2008
December 8, 2008

2009

March 16, 2009
April 6, 2009
May 4, 2009
May 8, 2009
May 18, 2009
June 15, 2009
July 6, 2009
September 21, 2009
November 16, 2009
November 30, 2009
December 7, 2009 (2 sets)

Exhibit B

2010

March 1, 2010
March 15, 2010
April 19, 2010
May 3, 2010
June 7, 2010
July 6, 2010
September 20, 2010
November 1, 2010
December 6, 2010
December 20, 2010

2011

January 18, 2011
March 7, 2011
July 18, 2011
October 3, 2011
December 5, 2011

2012

June 4, 2012
July 30, 2012
September 17, 2012
November 5, 2012
December 3, 2012

2013

January 7, 2013
February 19, 2013
June 3, 2013
June 17, 2013
July 1, 2013
July 15, 2013
August 5, 2013
September 16, 2013
November 18, 2013
December 2, 2013
December 16, 2013

2014

January 21, 2014
February 3, 2014
May 19, 2014
August 4, 2014
November 3, 2014
November 10, 2014

2015

February 2, 2015
February 18, 2015
February 24, 2015
March 2, 2015
April 20, 2015
May 18, 2015
June 1, 2015
August 3, 2015
August 10, 2015
August 17, 2015
August 31, 2015

Public Works

DATE: 12/1/2015

MEMO: 2015-49

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method within a certain area in the City of Decatur.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Ground Water Ordinance prohibiting the use of groundwater as a potable water supply for the Christy-Foltz, Inc. business site located at 740 South Main Street.

BACKGROUND:

Ground Water Ordinance:

City staff was contacted by Ketchum & Eves, Inc., who represents the owner of the Christy-Foltz, Inc. property located at 740 South Main Street regarding their remediation efforts resulting from chemicals that have infiltrated into the ground from leaking petroleum tanks at the site for many years. These tanks were removed in 2013 along with contaminated soil at the site as part of the corrective actions performed by the property owner.

A Ground Water Ordinance is a tool used by the Illinois Environmental Protection Agency (IEPA) to remediate properties where soil and ground water under the site have been contaminated by chemicals. The ordinance prohibits the use of groundwater as a potable water supply for the area identified on Exhibits A and B as having the maximum potential for ground water contamination from petroleum that leaked into the ground from the site over the years.

The major benefit of a ground water ordinance is that it serves to keep contaminated water isolated underground and not allow it to be used for human consumption. The ground water use prohibition area is served by the City's public water supply so the prohibition will not create a hardship for area residents or businesses.

Water well information is normally gathered through the use of the Source Water Assessment Program (SWAP) database. This database is maintained by the Illinois Environmental Protection Agency (IEPA) and is a compilation of data from the Illinois State Geologic

Survey, the Illinois State Water Survey, the Illinois Department of Public Health, and the IEPA. The water well survey of the area was completed using the IEPA's SWAP database.

All existing wells shown within the proposed ground water ordinance area were investigated and determined to be inactive. City water serves the area so future wells will not be needed.

The City maintains the location of ground water use restriction areas on its geographic information system (GIS). This information is shared with the Macon County Health Department which is the agency in the County that permits well installation. Frequently asked questions are attached hereto as Appendix A for the information of the City Council.

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

INPUT FROM OTHER SOURCES:

Ketchum & Eves, Inc.

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

BUDGET/TIME IMPLICATIONS: Budget and staff time is negligible for this action.

COPY: Jim Ketchum, Ketchum & Eves, Inc.

ATTACHMENTS:

Description	Type
Appendix A FAQ TACO Ordinance	Backup Material
Exhibit A - Legal Description	Ordinance
Exhibit B Ground Water Use Restriction Map	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	12/3/2015 - 9:51 AM

Appendix A
Frequently Asked Questions
About
Tiered Approach to Corrective Action Objectives (TACO)
Ground Water Ordinances
(Revised July 30, 2013)

Background: The soil under many existing and former service stations is often contaminated with gasoline or the various chemical components of gasoline. The original source of the soil contamination may be from leaking underground storage tanks or from spills that may have occurred over time. Contamination may have spread into the soil under other properties including adjacent highways or streets. The Illinois Pollution Control Board has established rules for correcting or managing the soil contamination both on the service station site and on the adjacent public streets. These rules often result the implementation of a Ground Water Ordinance along with other options.

1. What is a TACO Agreement?

A Tiered Approach to Corrective Action Objectives or “TACO” is a method used by the Illinois Environmental Protection Agency (IEPA) for developing remediation objectives for contaminated soil and groundwater resulting from leaking underground storage tanks. These remediation objectives generally take the form of Highway Authority Agreements or Ground Water Ordinances. They protect human health and take into account site conditions and land use. Remediation objectives generated by TACO agreements are risk-based and site-specific.

2. Does the City currently enter into Highway Authority Agreements?

Over the past several years, the IEPA has modified the required language in its Highway Authority Agreements. A major change was to increase the City’s responsibility and liability over contamination that may enter its right of way from adjacent properties. Although supplemental agreements may be enacted to place requirements on the owner of the contaminated property, through the Highway Authority Agreement as currently written, the IEPA may still require the City to bear the ultimate liability for contamination in its right of way. At this time, City staff is recommending against entering into Highway Authority Agreements.

3. How can TACO help property owners?

Previously, the IEPA used conservative "one-size-fits-all" remediation objectives at nearly every site. Baseline remediation objectives still exist, but other practical options also protective of human health have been added. TACO agreements provide flexibility to site owners and operators in developing site-specific remediation objectives. It's now the site owners and operators who decide how best to manage their sites within TACO guidelines. However, this determination of site-specific remediation objectives is subject to IEPA approval and also the approval of the owners of any affected properties.

4. What is the City's Obligation under a Ground Water Ordinance?

In order to protect public health, the City must prohibit new drinking water wells from tapping into groundwater within an area determined by the IEPA following an in depth ground water review by an engineer. Normally the IEPA's rules do not require existing wells to be closed unless they have become contaminated. Since the City has a public water supply, this prohibition is not usually a hardship.

5. What benefit does the City of Decatur gain by enacting a Ground Water Ordinance?

1. Public health is protected by prohibiting the use of ground water from contaminated sites.
2. Redevelopment of "brownfield" sites is facilitated, thereby returning them to productive use.
3. By exercising choices provided by TACO rules, site owners and operators may reduce remediation costs, return more sites to productive use, hasten property redevelopment, and still fully comply with environmental laws and regulations.

6. Can the City establish rules more strict than those imposed by the IEPA?

The City is generally able to establish rules that are equal to or greater than those established by the IEPA. The legality of additional rules will likely vary depending on the desired measure and should in each circumstance be addressed by the Corporation Counsel. The Ground Water Ordinance used by the City is a "typical" document required by the IEPA. The City is able to add conditions and requirements through separate agreements such as removal of some or all contaminated soil, the payment of fees, liability indemnification, etc.

7. Is the owner of the contamination source obligated to address the contamination issue?

Yes, the IEPA requires all contamination sources be addressed and remediated in some fashion. Remediation options range from the total removal of the contaminated material to isolating it or to requiring no action at all. The IEPA requires that the issue be addressed and resolved before any development or redevelopment of the property. Until the IEPA signs off on the remediation plan proposed by a property owner, the property is essentially in limbo and of no realistic value.

8. Can the City force the owners of a contamination source to clean up the right of way and remove all contaminated soil?

The owner of a leaking underground gas tank or other contamination source is obligated by the IEPA to remediate the contamination which can include removal. In the past it has been successfully argued that removal of contaminated material from the right of way is impractical. It may require a significant amount of legal effort and cost to force the removal of all contaminated material from the right of way due to the significant costs involved. The courts would likely make the ultimate determination as to whether it is practical or not to complete such a removal effort.

9. If the City can require the owner of a contamination source to clean it up, why not do so and clean up the right of way?

There are several reasons not to force the removal of all contamination from the City's right of way:

1. In some cases, the contamination may not have actually encroached into the right of way but it may be projected by a computer model to be “likely” to enter the right of way by ground water migration in the coming years.
2. The IEPA has determined that in many cases, contaminated soils are sufficiently isolated within the right of way that they do not pose a significant threat to human health or the environment which renders full removal unnecessary.
3. In the past, removal of contaminated soil from the right of way has been considered to be impractical. It may require significant legal expense to force removal.
4. Removing contaminated soil from the right of way can be a great expense to the owner of the contamination source and the Leaking Underground Storage Tank Fund (LUST), a significant disruption to the public with the removal of potentially vast amounts of roadway and associated utilities. There is the potential of great expense for relatively little gain.

10. What are the penalties for future occurrences?

Generally, the IEPA levies no penalties if the spill is cleaned up. If a timely cleanup does not occur the penalties can be stiff with fines of up to \$10,000 per day since the violation began.

11. How is a ground water ordinance enforced? How do property owners know that they cannot drill potable water wells areas covered by a Ground Water Ordinance?

Enforcement is a difficult issue and one that the IEPA does not directly address. With the vast majority of Decatur being served by its municipal water system, potable water wells are not common in the City although they are present at various locations. The City is not involved with licensing or permitting potable water well installation.

The Macon County Health Department authorizes all potable water wells that are installed in Macon County. Section I of the Macon County Water Well Permit and Water Supply Ordinance states:

“In those locations where a public water supply is reasonably available, that supply shall be the sole source of water for drinking and culinary purposes.”

The Health Department will contact the City with any requests for potable water wells within City limits; such requests are very rare due to the availability of the City’s public water supply. The City shows the Ground Water Ordinance areas on its Geographic Information System (GIS) in order to identify and track the areas.

The Health Department is concerned that wells are occasionally installed without proper permits. The City’s Ground Water Use Ordinance specifies a \$500 per violation fine for any potable water wells drilled in a prohibited area. As the number of Ground Water Ordinances enacted by the City increases it becomes increasingly desirable, from an enforcement standpoint, to enact an ordinance prohibiting any new potable water wells within the City limits. This is a topic for further review.

12. Is the contamination source removed? How much of the contaminated soil is removed?

The starting point of a remediation process is the removal of the source of contamination. The source is not always a leaking storage tank but may include leaking pipes or an accumulation of spills over time.

When a spill or a leak occurs, the soil around the leak becomes saturated with gasoline or oil. This is called the “soil saturation limit” when the soil is not simply damp with gasoline but is suspended in the liquid similar to a very wet mud. The saturated area is a source of contamination that is normally removed along with the leaking tank or as part of the cleanup process. The area that is not saturated but does have some of the gas absorbed into it is normally allowed to remain with a barrier placed over it to keep it from coming into contact with people. This barrier may be pavement, a Ground Water Ordinance, a Highway Authority Agreement or some other form of remediation.

13. Why doesn't the City implement a City-wide ground water use ordinance?

In the past, the City has explored implementing a city-wide ground water use ordinance. At the time, concerns were raised regarding areas in the City that are not served by City water. A city-wide ground water use ordinance would prohibit new drinking water wells from tapping into groundwater anywhere within the City limits. There are numerous locations within the corporate limits that are not served by City water. A ground water use ordinance would not require existing wells to be closed unless they have become contaminated but if problems arose with the well or it becomes dry, a new well could not be installed within the city limits. It was determined that a sizeable number of City properties without close access to City water would be adversely affected and it was therefore determined not to proceed with the city-wide ordinance.

ORDINANCE NO. _____

**ORDINANCE PROHIBITING THE USE OF GROUNDWATER
AS A POTABLE WATER SUPPLY BY THE
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS
OR BY ANY OTHER METHOD
WITHIN A CERTAIN AREA IN THE CITY OF DECATUR**

WHEREAS, certain property within the City of Decatur, Illinois (the "City") located at 740 South Main Street, has been used over a period of time for commercial or industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City of Decatur desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are at or around the source of said chemical constituents.

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

Section 1. Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use groundwater as a potable water supply from within the area described in Exhibit A, and depicted on Exhibit B, attached hereto and made a part of this Ordinance, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the City of Decatur.

Section 2. Any person violating the provisions of this ordinance shall be subject to a fine of up to Five Hundred Dollars (\$500.00) for each violation.

Section 3. The following terms shall have the definitions set forth below:

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed by this Ordinance insofar as they are in conflict with this Ordinance.

Section 5. If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid.

Section 6. That this Ordinance shall become in full force and effect from and after its passage and approval in the manner provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

PUBLISHED this ____ day of _____, 2015.

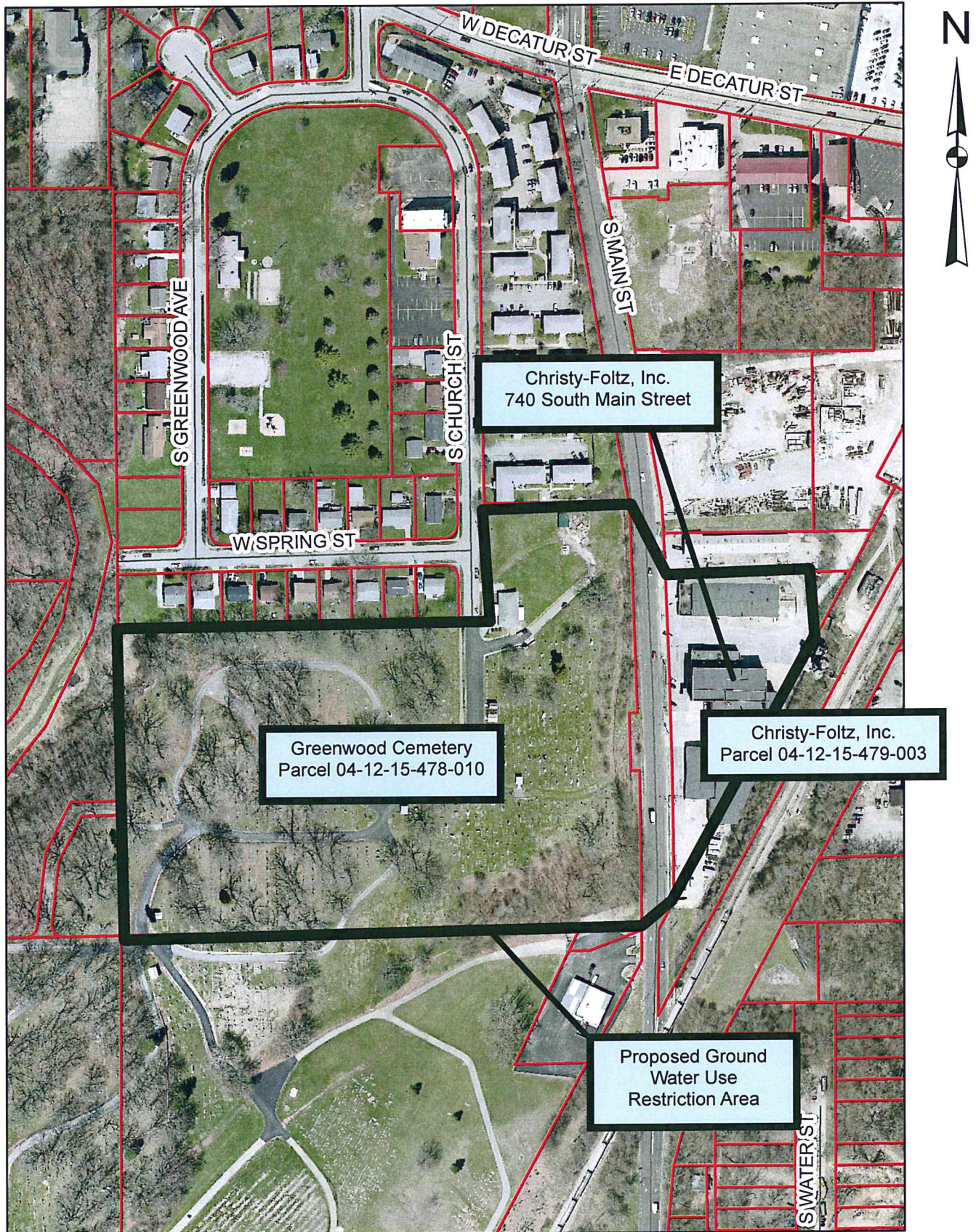
DEBRA G. BRIGHT, CITY CLERK

EXHIBIT A

Legal Description

Starting at NW corner of trapezoid shaped parcel #04-12-15-479-003 (Christy Foltz, Inc.) and extending on a northwesterly diagonal across S. Main St. to NE corner of L-shaped parcel # 04-12-15-478-010 (Greenwood Cemetery/ Decatur Township), from which extending counterclockwise until reaching the SE corner of same Greenwood Cemetery parcel, and from this point extending across Main Street back to the southern tip of Christy Foltz parcel, and continuing counterclockwise to the point of beginning.

EXHIBIT B



**Ground Water Use Restriction Map
740 South Main Street**

**COUNCIL INFORMATION MEMORANDUM
NO. 2015-44**

Date: November 17, 2015

TO: Honorable Julie Moore Wolfe and City Council Members

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

RE: Sunset Levee In-Line Check Valve Installation Project Final Report
City Project 2015-13

The contract for the Sunset Levee In-Line Check Valve Installation Project was awarded to Petersburg Plumbing & Excavating, LLC on June 15, 2015, for an amount of \$55,250. Work began on the project July 30, 2015.

Petersburg Plumbing & Excavating installed 4 new in-line check valves in the storm drain outlets for the Sunset Levee. The check valves consisted of one 15" valve and three 36" valves. The new in-line check valves will eliminate the need for manual operation of existing storm water control valves during high water events at the Sangamon River.

The project was completed on November 10, 2015 for a total cost of \$45,250. This amount was \$10,000 less than the total amount authorized for the project. The savings will be returned to the Storm Water fund.

This is for your information.



Preparing 36" in-line check valve for installation.



Installation of a 36" in-line check valve.

COUNCIL MEMORANDUM

NO. 2015-48

TO: Honorable Mayor Julie Moore Wolfe and City Council
FROM: Richelle D. Irons, Director of Neighborhood Services
SUBJECT: 2015 Clean-Up Summary
DATE: December 7, 2015

Early 2015, City Council directed the Department of Neighborhood Services to utilize funding from the Neighborhood Improvements fund to organize a City-wide Cleanup Initiative.

City staff held two (2) City-wide Cleanups during 2015; the first was held May 18th -22nd. Residents were encouraged to participate in cleanups in various neighborhoods: Old Kings Orchard, Fansfield, Torrence Park, and GM Square. The Decatur Park District allowed the City to set up 3-4 large roll-offs so residents could dispose of large items i.e. mattresses, furniture and tires. Residents were also encouraged to conduct "Spring Cleaning" throughout the City. City employees also participated and volunteered throughout the week. On May 22nd, the City partnered with United Way and 200+ volunteers from ADM to assist with trash cleanup along the corridors of the City. According to Advanced Disposal the amount of tonnage collected during this cleanup totaled over 7.27 tons of garbage. We also disposed of over 800 tires.

The City of Decatur held a Fall Clean-up on October 27-29th. Roll-offs were placed in 3 neighborhood parks and residents again were allowed to bring large, bulk items to dump free of charge. Neighborhoods involved included: John Hill, Galloway and Neighborhood United. Although our original agreement with Advanced Disposal was for 3-4 roll offs each day, they more than accommodated our need to dispose of more items. There were days where the company continued to provide empty roll-offs so that we could meet the need of residents.

Total tonnage for the Fall Cleanup was 24.55 tons of garbage. R&R Services disposed of 549 tires at a discounted rate.

The total amount spent was approximately \$2,000. This included: supplies, marketing and disposal of tires. A special thank you to Advanced Disposal for rendering their services for both cleanups FREE of charge. R&R Services also disposed of tires for free in the spring and discounted the tire disposal for the fall cleanup.

From the tremendous turn-out; the last day we had to turn people away, the Neighborhood Services Department feels it is in the best interest to continue offering this service to Decatur residents and has already met with various groups to continue in the spring of 2016.

If you have any questions contact Richelle D. Irons, Neighborhood Services Director at riron@decaturil.gov or 424-2864.