



Tuesday, September 8, 2020
5:30 PM
Civic Center Theater

AMENDED CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 30-minute time period is provided for citizens to appear and express their views before the City Council. Each citizen speaking will be limited to one appearance of up to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents (if any) to the Police Officer for distribution to the Council. When the Mayor determines that all persons wishing to speak in accordance with this policy have done so, members of the City Council and key staff may make comments.

III. Approval of Minutes

Approval of Minutes of August 17, 2020 City Council Meeting

IV. Unfinished Business

1. Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs
2. Ordinance Annexing Territory Entirely Surrounded by the City Limits-N. Moffet Ave., W. Marietta St., N. Moffet Ln. AKA Moffet Ln.
3. Ordinance Rezoning Property from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District at 1326-1336 West Eldorado Street
4. Ordinance Rezoning Property from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District at 1308 West Eldorado Street

V. New Business

1. Proclamations and Recognitions

2. Ordinance Amending City Code Chapter 18 Finance Department
3. Resolution Authorizing Leased Vehicle Transaction
4. Resolution Authorizing the Expenditure of Funds for Purchase of Server Equipment from Dell Inc.
5. Resolution Authorizing the Expenditure of Funds for Purchase of Data Storage Equipment and Services from Presidio Networked Solutions Group
6. Resolution Authorizing Renewal with Tyler Technologies, Inc. for Maintenance Support - Incode Court Case Management Suite
7. Resolution Authorizing Payment to Presidio and CDW-G for Primary and Secondary Data Storage
8. Resolution Approving an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur, City Project 2020-06
9. Resolution Authorizing City of Decatur Supplement #1 to the Professional Engineering Services Agreement Between the City of Decatur and AECOM for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR
10. Resolution Authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
11. Resolution Accepting the Proposals from Burdick Plumbing & Heating Co, Inc. for COVID-19 Remedial Protection Measures
12. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Appointment - Library Board of Trustees
 - C. Ordinance Granting an Expansion to Permanent Easement to Ameren Illinois Company PIN: 04-12-14-302-010
 - D. Ordinance Granting an Expansion to Permanent Easement to Ameren Illinois Company PIN: 04-12-22-253-003
 - E. Ordinance Authorizing the Installation of Stop Signs at the Intersection of Home Park Avenue and Ravina Park Road Facing Home Park Avenue
 - F. Ordinance Authorizing the Installation of Stop Signs at the Intersection of Home Park Avenue and West Division Street Facing West Division Street
 - G. Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for a Water Main Crossing, City

Project 2020-10

- H. Resolution Authorizing Change Order No. 1 to the Contract with Burdick Plumbing and Heating Company, Inc. for the 2020 Water Main Replacement Project, City Project 2020-10

VI. Other Business

VII. Adjournment

ATTACHMENTS:

Description

Type

City Council Minutes of August 17,
2020

Backup Material

CITY COUNCIL MINUTES
Monday, August 17, 2020

On Monday, August 17, 2020, the City Council of the City of Decatur, Illinois, met in a Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Pat McDaniel and Rodney Walker. Councilman Bill Faber participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Julie Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Councilwoman Lisa Gregory was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Councilwoman Gregory entered the Theater at 5:31pm.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Jim Spaniol, Randy Phipps, Cameron Williams, Andrew Weatherford and Karl Coleman.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the August 3, 2020 City Council meeting were presented. Councilman McDaniel moved the minutes be approved as written, seconded by Councilwoman Gregory and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

2020-125 Ordinance Amending City Code Chapter 48, Section 9 - Natural Areas and Native Prairie Landscape Areas, was presented. Councilman McDaniel moved to remove the motion from the table; seconded by Councilwoman Lisa Gregory.

Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Ordinance.

Mr. Jim Spaniol, member of the Ad-Hoc Advisory Committee discussed the process in which the Ordinance was developed.

Council held a discussion on the proposed Ordinance and City Manager Wrighton noted that a sunset clause was added, and the proposed Ordinance will be repealed on December 31, 2021 unless Council intervenes prior to this date to extend it.

Upon call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Council members Bill Faber, Lisa Gregory and David Horn voted nay. Mayor Moore Wolfe declared the motion carried.

With no other Unfinished Business, Mayor Moore Wolfe called for New Business.

City Manager Wrighton presented the Treasurer's Financial Report and answered questions from Council.

R2020-106 Resolution Approving an Agreement Between the Howard G. Buffett Foundation and the City of Decatur for Phase 2 Revitalization of the Johns Hill Neighborhood, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council regarding the agreement.

Council expressed their gratitude towards the Howard G. Buffett Foundation for the commitment of an additional \$8 million toward the infrastructure phase of the project.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-107 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for Johns Hill Neighborhood Water Service Replacement Project, City Project 2020-04, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-108 Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Commercial Dwelling at 1200 East Cantrell, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2020-126 Ordinance Rezoning Property from B-2 Commercial District to PMR-1 Park Mobile Home Residence District - 3925 Tiffany Terrace, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-109 A Resolution of the City of Decatur, Macon County, Illinois Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the City and the Town of Normal, Mclean County, Illinois ("Normal"), and Authorizing Normal to Exercise the Powers of the City of Decatur, Macon County, Illinois in Connection with an MCC Program and a Loan Finance Program, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Greg Crowe, Planning and Development Manager, explained how the Assist Homeownership Program works.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through E. and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Faber wished to remove Item E. from the Consent Calendar. The Clerk read items A. through D.

- Item A. 2020-127 Ordinance Annexing Territory 1909 West Ash Avenue
- Item B. 2020-128 Ordinance Annexing Territory 2390 Carriage Lane
- Item C. R2020-110 Resolution Approving Reappointment - Human Relations Commission
- Item D. R2020-111 Resolution Approving Reappointments - Civil Service Commission

Councilman McDaniel moved Items A. through D. be approved by Omnibus Vote; seconded by Councilwoman Gregory, and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-112 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Minutes, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Councilman Faber recommended that the City Clerk should keep the verbatim records of Closed Meetings longer than eighteen months as outlined in the Open Meetings Act.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Other Business.

Council thanked the City of Bloomington for the loan of their ladder truck while the Fire Department's ladder truck is being repaired.

Councilman Horn inquired as to the number of phone calls received in regard to the enforcement of the COVID-19 safety guidelines.

Councilman Faber reported on the number of distracted driving violations compared to the number of DUI's.

Mayor Moore Wolfe addressed the recent shootings in Decatur.

Councilman Kuhle voiced his support of the Police Department.

Councilman Walker recommended holding a Study Session on gun violence in Decatur.

With no Other Business, Mayor Moore Wolfe called for adjournment.

Councilman McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Gregory and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Council meeting adjourned at 6:45 p.m.

Approved _____
Kim Althoff
City Clerk

City Clerk

DATE: 9/3/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs.

SUMMARY RECOMMENDATION: It is recommended that the proposed ordinance be adopted.

BACKGROUND: This ordinance is a companion ordinance, concerning the keeping of certain farm animals on rural lots in the city, to the recently adopted Agriculture Zoning classification. It recognizes that there circumstances (usually on the periphery of the city) where properties that are inside the city limits warrant some flexibility to have some agricultural uses--including the keeping of certain animals. This item was previously discussed by the City Council. The council requested that certain changes be made to the ordinance prior to final adoption.

ATTACHMENTS:

Description	Type
City Council Memorandum	Cover Memo
Ordinance Amending City Code Chapter 47 - Control of Animals, Fowl and Dogs	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2020-**

September 3, 2020

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Jon Kindseth, Deputy City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 47 – CONTROL OF ANIMALS, FOWL AND DOGS

RECOMMENDATION: In light of the recent addition of an Agriculture Zoning District, some property owners will likely use their property for agricultural purposes, including the keeping of farm animals. Currently, the City Code only allows for the keeping of many types of farm animals under Chapter 47, Control of Animals, Fowl and Dogs for educational institutions, and with the recent amendment those annexed properties that already had such farm animals. To allow for the keeping of certain farm animals in Agriculture Zoned properties, staff proposes the attached amendment which would allow those property owners to keep certain farm animals. We believe this proposed amendment places the minimal requirements necessary to protect the health and safety of the adjoining property owners and the animals alike through lot size, setbacks, shelter requirements. The amendment essentially allows for more animals the larger the size of the property, with reasonable limits.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 47 -

- CONTROL OF ANIMALS, FOWL AND DOGS-

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

Section 1. That Chapter 47 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending and adding language to Section 3. Said Section 3 as so modified, amended and added, shall provide as follows:

3. **FARM ANIMALS PERMITTED.** No person, firm or corporation shall keep any cattle, sheep, swine, or goats or any other type of animal typically found on a farm at any place upon any premises within the City except temporarily in stock yards for sale or shipment and except temporarily in packing plants for slaughter, and except as to property not previously within the corporate limits of the City upon which such animal or animals had been so kept, harbored or maintained for three months or more prior to the annexation of said property to the City, in which event said animal or animals may remain upon such annexed property unless or until the ownership of said property transfers to another. Educational institutions may keep cattle, sheep, goats, llamas and alpacas upon premises owned by the educational institution as may properties zoned in an Agriculture District. The minimum lot area for keeping a full-sized horse or animal of the equine family is one (1) acre for one equine and one (1) additional acre for each additional equine and in no case shall an equine be kept unless one (1) twelve foot by twelve foot stall enclosed with three (3) solid walls is provided for sheltering each equine kept on such lot. The minimum lot area for educational institutions keeping a miniature horse, pony or other small animal of the equine family, llamas, alpacas and cattle is one-half (1/2) acre for one animal and one-half (1/2) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with three (3) solid walls is provided for sheltering each animal kept on such lot. The minimum lot area for properties zoned in an Agriculture District keeping a miniature horse, pony or other small animal of the equine family, llamas, alpacas and cattle is one (1) acre for one animal and one (1) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with three (3) solid walls is provided for sheltering each animal kept on such lot. The minimum lot area for educational institutions keeping sheep and goats is one-quarter (1/4) acre per animal and one-quarter (1/4) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with (3) solid walls is provided for sheltering no more than (3) such animals kept on such lot. The minimum lot area for properties zoned in an Agriculture District keeping sheep and goats is one-half (1/2) acre per animal and one-half (1/2) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with (3) solid walls is provided for sheltering no more than five (5) such animals kept on such lot. Lots

and shelters must be enclosed and comply with all City of Decatur ordinances. No part of the animal shelter shall be within fifty (50) feet of any dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said animal(s).

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

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 47

- CONTROL OF ANIMALS, FOWL AND DOGS-

3. **FARM ANIMALS PERMITTED ~~PROHIBITED~~.** No person, firm or corporation shall keep any cattle, sheep, swine, or goats or any other type of animal typically found on a farm at any place upon any premises within the City except temporarily in stock yards for sale or shipment and except temporarily in packing plants for slaughter, and except as to property not previously within the corporate limits of the City upon which such animal or animals had been so kept, harbored or maintained for three months or more prior to the annexation of said property to the City, in which event said animal or animals may remain upon such annexed property unless or until the ownership of said property transfers to another. Educational institutions may keep ~~lowline~~ cattle, sheep, goats, llamas and alpacas upon premises owned by the educational institution as may properties zoned in an Agriculture District. The minimum lot area for keeping a full-sized horse or animal of the equine family is one (1) acre for one equine and one (1) additional acre for each additional equine and in no case shall an equine be kept unless one (1) twelve foot by twelve foot stall enclosed with three (3) solid walls is provided for sheltering each equine kept on such lot. The minimum lot area for educational institutions keeping a miniature horse, pony or other small animal of the equine family, llamas, alpacas and ~~lowline~~ cattle is one-half (1/2) acre for one animal and one-half (1/2) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with three (3) solid walls is provided for sheltering each animal kept on such lot. The minimum lot area for properties zoned in an Agriculture District keeping a miniature horse, pony or other small animal of the equine family, llamas, alpacas and cattle is one (1) acre for one animal and one (1) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with three (3) solid walls is provided for sheltering each animal kept on such lot. The minimum lot area for educational institutions keeping sheep and goats is one-quarter (1/4) acre per animal and one-quarter (1/4) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with three (3) solid walls is provided for sheltering no more than three (3) such animals kept on such lot. The minimum lot area for properties zoned in an Agriculture District keeping sheep and goats is one-half (1/2) acre per animal and one-half (1/2) additional acre for each additional animal and in no case shall such animal be kept unless one (1) eight foot by eight foot stall enclosed with (3) solid walls is provided for sheltering no more than five (5) such animals kept on such lot. Lots and shelters must be enclosed and comply with all City of Decatur ordinances. No part of the animal shelter shall be within fifty (50) ~~75~~ feet of any

dwelling house occupied by human beings, except any dwelling house occupied by the owner or person in control of said animal(s).

Legal Department

DATE:

MEMO:

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

SUBJECT:

Ordinance Annexing Territory Entirely Surrounded by the City Limits-N. Moffet Ave., W. Marietta St., N. Moffet Ln. AKA Moffet Ln.

SUMMARY RECOMMENDATION: It is recommended that the described properties be annexed into the city.

BACKGROUND:

On February 3, 2020 the City Council tabled this item until action could be taken on a proposed new zoning category for Agriculture. The new Agriculture zoning category was adopted by the City Council in July. To further clarify allowances made to owners of rural and agricultural tracts located inside the city limits, the city has also proposed minor revisions to the Animal Codes.

Also included on the September 8 council agenda is an item that will allow the Public Works Department to improve water services in this neighborhood. This action, and the close proximity of other city services, underscores one of the reasons for continuing with the city's program of annexing properties that receive municipal services and/or are fully surrounded by the existing corporate boundary whenever possible.

POTENTIAL OBJECTIONS: The owners have attended previous meetings to express their opposition to annexation. But they requested that if annexation was to move forward, that the action occur after approval of the new Agricultural zoning classification.

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2020- Ordinance Annexing Territory Entirely Surrounded by the City Limits-N. Moffet Ave., W. Marietta St., N. Moffet Ln. AKA Moffet Ln.	Cover Memo Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2020-**

August 14, 2020

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: ANNEXATIONS-COMPLETELY SURROUNDED 60 ACRES OR LESS

RECOMMENDATION: On the Agenda is one ordinance annexing ten total properties that are completely surrounded by City of Decatur boundaries and are sixty (60) acres or less. State statutes provide that property that is completely surrounded and sixty (60) acres or less in size may be annexed by the municipality that surrounds it.

On February 3, 2020, the Ordinance was tabled.

On December 30, 2019, City Council passed Resolution indicating the City's intent to annex these ten properties at the February 3, 2020, Council Meeting and authorizing publication of notices in a local newspaper. These notices indicating the City's intent to annex the subject properties was published for all ten properties on January 8, 2020. Statutory notices were also provided to the taxpayers of record, the owners, the appropriate Township, Fire Protection District, Public Library District, and County officials.

The annexation of these parcels is consistent with the policy previously articulated by the City Council: annex all surrounded parcels and those that are contiguous with a water service agreement in order to increase the census count and eliminate service islands.

Staff recommends approval of the Ordinance.

POTENTIAL OBJECTIONS: There are no known or expected objections, filed at the time of this report.

STAFF REFERENCE: Scot Wrighton, City Manager, at 424-2801.
Wendy Morthland, Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-NORTH MOFFET AVENUE-
-WEST MARIETTA STREET-
-NORTH MOFFET LANE AKA MOFFET LANE-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit B.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

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

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

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of September, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

LEGAL DESCRIPTION
-NORTH MOFFET AVENUE-
-WEST MARIETTA STREET-
-NORTH MOFFET LANE AKA MOFFET LANE-

Tract A

Lot One (1) of the North West Quarter of the South West Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 22 Page 386 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot North of 1144 North Moffet Avenue AKA 1186 North Moffet Avenue AKA 1180 North Moffet Avenue, PIN 04-12-08-301-001; and also,

Tract B

Commencing at a point 575 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North 307.13 feet more or less to a point 20 feet East and 6.71 chains South of the Northwest Corner of said Northwest Quarter of the Southwest Quarter of said Section Eight (8), thence East 640 feet, thence South 307.13 feet more or less to a point 575 feet North of the South line of above described 40 acres, thence West to the place of beginning. Commonly known as 1144 North Moffet Avenue, PIN 04-12-08-301-002; and also,

Tract C

Commencing at a point 30 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8) Township Sixteen (16) North Range Two (2) East of the Third Principal Meridian, thence North 545 feet, thence East 640 feet, thence South 136 feet, thence West 213.5 feet, thence South 409 feet, thence West 426.5 feet to the place of beginning, except that part described as follows: Beginning at a point 30 feet North and 341.24 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 8, Township 16 North, Range 2 East thence North 190 feet, thence East 105.26 feet, thence South 190 feet, thence West 105.26 feet to the point of beginning. Commonly known as 3498 West Marietta Street, PIN 04-12-08-301-003; and also,

Tract D

Lot 2 Doolins Addition. Commonly known as 3224 West Marietta Street, PIN 04-12-08-301-023; and also,

Tract E

Subdivision of the Northwest Quarter (NW ¼) of the Southwest ¼ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., the East 146.25 feet of the West 806.25 feet of Lot 3, and the North 37.79 feet of the West 226 feet of the East 496.85 feet of Lot 3. Situated in the County of Macon, State of Illinois. Commonly known as 3214 West Marietta Street, PIN 04-12-08-301-019; and also,

Tract F

Part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., Macon County, Ill., said tract being more particularly described as follows: Beginning at a point 377.15 feet West and 30.00 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 16 North, Range 2 East of the 3rd P.M., Macon County, Illinois, running thence Westerly for 120.00 feet; thence Northerly for 371.21 feet thence Easterly for 226.00 feet; thence Southerly for 196.21 feet; thence Westerly for 160.00 feet; thence Southerly for 175.00 feet to the point of beginning. Commonly known as 3204 West Marietta Street, PIN 04-12-08-301-018; and also,

Tract G

Commencing at a point 30 feet North and 1,032.75 feet East of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet to a point 30 feet North and 15 feet West of the Southeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 8, thence North 211 feet, thence West 255.85 feet, thence South 211 feet to the place of beginning, which is situated in the County of Macon, State of Illinois. Commonly known as 1003 North Moffet Lane AKA 1003 Moffet Lane, PIN 04-12-08-301-016; and also,

Tract H

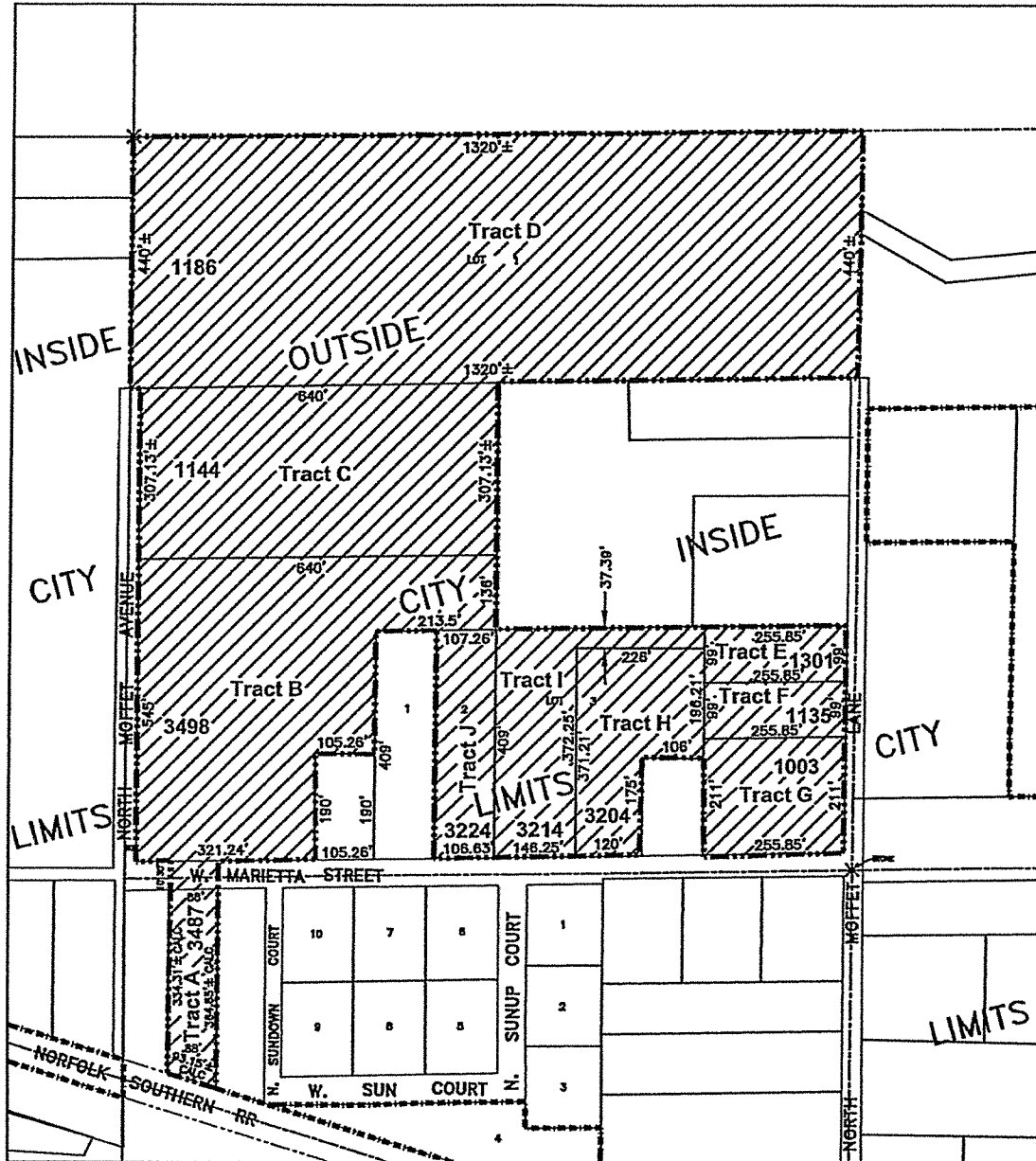
A tract 99 feet in width off of the full South side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as 1135 North Moffet Lane, PIN 04-12-08-301-015; and also,

Tract I



A tract 99 feet in width off of the full North side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as Lot North of 1135 North Moffet Lane, PIN 04-12-08-301-014; and also,

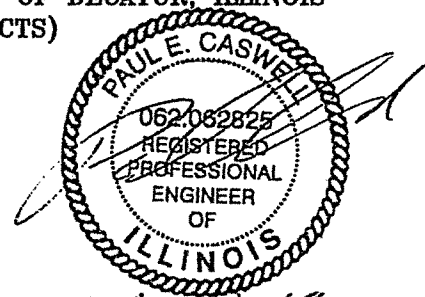
Tract J

The East 88 feet of the West 165 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of section 8, Township 16 North, Range 2 East of the 3rd P.M. lying North of the Wabash Railroad Right of Way. Commonly known as 3487 West Marietta Street, PIN 04-12-08-351-002.



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
SW 8-16-2 (10 TRACTS)

-  indicates territory annexed
-  indicates existing corporate limits
- 30.56± acres
- AREA 0.0478± sq. miles
- 88 lin. ft. of public road
- DECATUR township



10/11/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

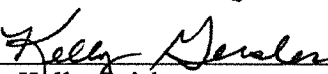
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

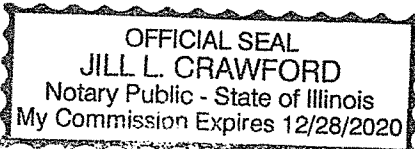

Kelly Geisler states that she gave notice to the taxpayers of record of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by sending a notice by certified mail, postage paid, to the names and addresses set forth below. All notices were mailed on the 31st day of December, 2019, by this Affiant, at Decatur, Illinois, being more than fifteen (15) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

- Hickory Point Bank & Trust, Trust 0848, P.O. Box 2548, Decatur, IL 62525-2548
- Adrienne K. Lynch, 1144 N. Moffet Ave., Decatur, IL 62522
- Michael E. Hammel and Deborah J. Hammel, 3498 W. Marietta St., Decatur, IL 62522
- Jeremy S. Doolin, 3224 W. Marietta St., Decatur, IL 62522
- David L. Trimby and Nancy J. Trimby, 3214 W. Marietta St., Decatur, IL 62522
- Vivian Odaffer and Diana Jordan, 3204 W. Marietta St., Decatur, IL 62522
- Terry A. Ellis and Cheryl L. Ellis, 1003 Moffet Lane, Decatur IL 62522
- Terry Ellis, 1003 Moffet Lane, Decatur, IL 62522
- Kenneth D. Clemons and Vera L. Clemons, 1285 N. Moffet Lane, Decatur, IL 62522
- William A. Nave and Diana D. Nave, 3487 W. Marietta St., Decatur, IL 62522



Kelly Geisler

Subscribed and sworn to before me this 31st day of December, 2019.

Notary Public

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township, the Harristown Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways, the Trustees of the Harristown Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 2nd day of January, 2020, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

DECATUR TOWNSHIP:

Ada B. Owens, Township Clerk, 603 E. Condit St., Decatur, IL 62521
Gary Brennan, Township Highway Commissioner, 1422 E. Prairie St., Decatur, IL 62521
Lisa M. Stanley, Township Supervisor, 1070 N. Dunham Ave., Decatur, IL 62522-1508
Vicki Sheets, Township Assessor, 2227 S. Franklin Street Rd., Decatur, IL 62521
Lori Randle, Trustee, 135 S. Glencoe Ave., Decatur, IL 62522
Amy Nixon Rueff, Trustee, 17 Hill Park, Decatur, IL 62521
David Chumbley, Trustee, 213 N. Westlawn Ave., Decatur, IL 62522
Michael G. Smith, Trustee, 997 W. Packard St., Decatur, IL 62522
Jeffrey R. Jurgens, Attorney at Law, Sorling Northrup, 1 North Old State Capitol Plaza,
Springfield, IL 62705

HARRISTOWN FIRE PROTECTION DISTRICT:

J. Steven Gambrell, 396 N. Sunnyside Rd., Decatur, IL 62522
Craig Jones, 5580 Union School Rd., Decatur, IL 62522
Doris Mabry, 5202 Harristown Blvd., Decatur, IL 62522
Sidney Duffer, 3963 W. Center St., Decatur, IL 62526
Darrel F. Parish, 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

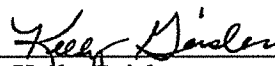
BARCLAY PUBLIC LIBRARY DISTRICT:

Rita Ham, 4540 Needle Rd., Decatur, IL 62526
Laura Philips, 5 Michelle Dr., Warrensburg, IL 62573
Kay Mason, 610 E. Fourth St., Latham, IL 62543
Susan Edie, 222 E. North St., Warrensburg, IL 62573
Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526

Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535
Lacey Wright, 220 S. Main St., Warrensburg, IL 62573
Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

MACON COUNTY BOARD:

Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
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James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
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Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 2nd day of January, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

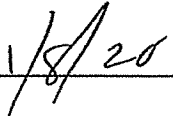
ORDER NUMBER 69925

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

Section: Legals
Category: 0991 Legal Inside
PUBLISHED ON: 01/08/2020

TOTAL AD COST: 328.50
FILED ON: 1/8/2020

By 

Date 

*** Proof of Publication ***

69925
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on February 3, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 10 tracts of property totaling approximately 30.56 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A
Lot One (1) of the North West Quarter of the South West Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 22 Page 386 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot North of 1144 North Moffet Avenue AKA 1186 North Moffet Avenue AKA 1180 North Moffet Avenue, PIN 04-12-08-301-001; and also,

Tract B
Commencing at a point 575 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North 307.13 feet more or less to a point 20 feet East and 6.71 chains South of the Northwest Corner of said Northwest Quarter of the Southwest Quarter of said Section Eight (8), thence East 640 feet, thence South 307.13 feet more or less to a point 575 feet North of the South line of above described 40 acres, thence West to the place of beginning. Commonly known as 1144 North Moffet Avenue, PIN 04-12-08-301-002; and also,

Tract C
Commencing at a point 30 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8) Township Sixteen (16) North Range Two (2) East of the Third Principal Meridian, thence North 545 feet, thence East 640 feet, thence South 136 feet, thence West 213.5 feet, thence South 409 feet, thence West 426.5 feet to the place of beginning, except that part described as follows: Beginning at a point 30 feet North and 341.24 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 8, Township 16 North, Range 2 East thence North 190 feet, thence East 105.26 feet, thence South 190 feet, thence West 105.26 feet to the point of beginning. Commonly known as 3498 West Marietta Street, PIN 04-12-08-301-003; and also,

Tract D
Lot 2, Section Addition, Com

***** Proof of Publication *****

Lot 2 DOBINS Addition. Commonly known as 3224 West Marietta Street, PIN 04-12-08-301-023; and also,

Tract E
Subdivision of the Northwest Quarter (NW ¼) of the Southwest ¼ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., the East 146.25 feet of the West 806.25 feet of Lot 3, and the North 37.79 feet of the West 226 feet of the East 496.85 feet of Lot 3. Situated in the County of Macon, State of Illinois. Commonly known as 3214 West Marietta Street, PIN 04-12-08-301-019; and also,

Tract F
Part of the Northwest ¼ of the Southwest ¼ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., Macon County, Ill., said tract being more particularly described as follows: Beginning at a point 377.15 feet West and 30.00 feet North of the Southeast corner of the Northwest ¼ of the Southwest ¼ of Section 8, Township 16 North, Range 2 East of the 3rd P.M., Macon County, Illinois, running thence Westerly for 120.00 feet; thence Northerly for 371.21 feet thence Easterly for 226.00 feet; thence Southerly for 196.21 feet; thence Westerly for 160.00 feet; thence Southerly for 175.00 feet to the point of beginning. Commonly known as 3204 West Marietta Street, PIN 04-12-08-301-018; and also,

Tract G
Commencing at a point 30 feet North and 1,032.75 feet East of the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet to a point 30 feet North and 15 feet West of the Southeast Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section 8, thence North 211 feet, thence West 255.85 feet, thence South 211 feet to the place of beginning, which is situated in the County of Macon, State of Illinois. Commonly known as 1003 North Moffet Lane AKA 1003 Moffet Lane, PIN 04-12-08-301-016; and also,

Tract H
A tract 99 feet in width off of the full South side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as 1135 North Moffet Lane, PIN 04-12-08-301-015; and also,

Tract I
A tract 99 feet in width off of

***** Proof of Publication *****

the full North side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as Lot North of 1135 North Moffet Lane, PIN 04-12-08-301-014; and also,

Tract J

The East 88 feet of the West 165 feet of the Southwest ¼ of the Southwest ¼ of section 8, Township 16 North, Range 2 East of the 3rd P.M. lying North of the Wabash Railroad Right of Way. Commonly known as 3487 West Marietta Street, PIN 04-12-08-351-002.

DATED this 30th day of December, 2019.

Angela M. Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

AFFIDAVIT OF MAILING NOTICE
REGARDING ANNEXATION OF PROPERTIES

STATE OF ILLINOIS)
)
COUNTY OF MACON)


Kelly Geisler states that she gave notice to the taxpayers of record of the pending action to be taken on an Ordinance, tabled on the 3rd day of February, 2020, annexing certain surrounded territory, by sending a notice postage paid to the names and addresses set forth below. All notices were mailed on the 13th day of August, 2020, by this Affiant, at Decatur, Illinois.

Hickory Point Bank & Trust, Trust 0848, P.O. Box 2548, Decatur, IL 62525-2548
Adrienne K. Lynch, 1144 N. Moffet Ave., Decatur, IL 62522
Michael E. Hammel and Deborah J. Hammel, 3498 W. Marietta St., Decatur, IL 62522
Jeremy S. Doolin, 3224 W. Marietta St., Decatur, IL 62522
David L. Trimby and Nancy J. Trimby, 3214 W. Marietta St., Decatur, IL 62522
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Kenneth D. Clemons and Vera L. Clemons, 1285 N. Moffet Lane, Decatur, IL 62522
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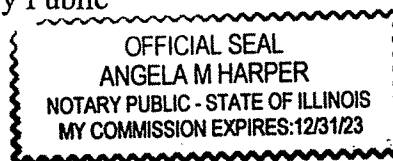


Kelly Geisler

Subscribed and sworn to before me this 13th day of August, 2020.



Notary Public



AFFIDAVIT OF MAILING NOTICE
REGARDING ANNEXATION OF PROPERTIES

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance, tabled on the 3rd day of February, 2020, annexing certain surrounded territory lying within Decatur Township, the Harristown Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois, by sending a notice postage paid to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways, the Trustees of the Harristown Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 13^h day of August, 2020, by this Affiant, at Decatur, Illinois.

DECATUR TOWNSHIP:

- Ada B. Owens, Township Clerk, 603 E. Condit St., Decatur, IL 62521
- Gary Brennan, Township Highway Commissioner, 1422 E. Prairie St., Decatur, IL 62521
- Lisa M. Stanley, Township Supervisor, 1070 N. Dunham Ave., Decatur, IL 62522-1508
- Vicki Sheets, Township Assessor, 2227 S. Franklin Street Rd., Decatur, IL 62521
- Lori Randle, Trustee, 135 S. Glencoe Ave., Decatur, IL 62522
- Amy Nixon Rueff, Trustee, 17 Hill Park, Decatur, IL 62521
- David Chumbley, Trustee, 213 N. Westlawn Ave., Decatur, IL 62522
- Michael G. Smith, Trustee, 997 W. Packard St., Decatur, IL 62522
- Jeffrey R. Jurgens, Attorney at Law, Sorling Northrup, 1 North Old State Capitol Plaza, Springfield, IL 62705

HARRISTOWN FIRE PROTECTION DISTRICT:


- J. Steven Gambrell, 396 N. Sunnyside Rd., Decatur, IL 62522
- Craig Jones, 5580 Union School Rd., Decatur, IL 62522
- Doris Mabry, 5202 Harristown Blvd., Decatur, IL 62522
- Sidney Duffer, 3963 W. Center St., Decatur, IL 62526
- Darrel F. Parish, 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

BARCLAY PUBLIC LIBRARY DISTRICT:

- Rita Ham, 4540 Needle Rd., Decatur, IL 62526
- Laura Philips, 5 Michelle Dr., Warrensburg, IL 62573
- Kay Mason, 610 E. Fourth St., Latham, IL 62543
- Susan Edie, 222 E. North St., Warrensburg, IL 62573
- Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526
- Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
- Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535
- Michelle Sawicki, Director, 220 S. Main St., Warrensburg, IL 62573
- Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

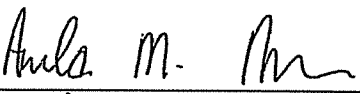
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- Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
- Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
- Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
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- Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523

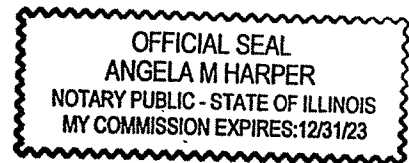


Kelly Geisler

Subscribed and sworn to before me this 13th day of August, 2020.



Notary Public



Community Development

DATE: 9/8/2020

MEMO: 20-37

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Director, Community Development
Greg Crowe, Planning and Development Manager
Joselyn Stewart, Planner

SUBJECT: Ordinance Rezoning Property from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District at 1326-1336 West Eldorado Street.

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance for re-zoning.

BACKGROUND:

The subject site located at 1326-1336 West Eldorado Street is currently zoned R-3 Single Family Residence and R-6 Multiple Dwelling District. It consists of approximately 54,000 square feet and is currently developed with a house of worship with a parking lot, a separate single-story masonry residence and a vacant lot.

City Council voted to table the Ordinance on July 20 to provide additional time for public comment. City staff prior to and after the July 20 meeting received multiple inquiry calls due to the zoning pending signs on site, but no objections to the rezoning were noted nor did anyone provide any official public comments besides the one objector that attended the Plan Commission meeting.

The petitioner proposes to rezone the subject site from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District to allow for development of subject property consistent with B-1 zoning regulations.

As stated in the City's Zoning Ordinance, the B-1 Neighborhood Shopping District is designed to encourage and facilitate commercial activities generally serving the neighborhoods in which they are located. The district allows for less intensive commercial uses than the B-2 Commercial District, and is in fact the most restrictive commercial district in the City Code. Some examples of uses allowed in the B-2 District but **not allowed the B-1 District** are listed below:

1. Animal kennel (indoor only)
2. Automobile repair and service (major)

3. Automotive service station without restrictions (see B-1 permitted uses for restrictions required for use in B-1).
4. Bar or cocktail lounge
5. Check cashing and consumer credit services
6. Contractors and builders
7. Convenience food and beverage store with extended hours (limited to being open between 5:00 am and 11:00 pm)
8. Commercial Fabrication
9. Gasoline station
10. Tattoo or body piercing parlor
11. Video gaming parlor

As noted above, video gaming parlors and bar or cocktail lounges are not permitted primary uses in the B-1 District. However, such uses could potentially be an accessory use within a restaurant that is permitted in the B-1 District. Also, liquor licenses can be issued in the B-1 District for Restaurants and Convenience and Beverage Stores (without extended hours and limited to less than 50% of total sales).

The subject site is located within a mixed-use area and re-zoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area, the adjacent park or the City as a whole. The uses allowed in the B-1 District are generally compatible and complimentary to the adjacent area; however, there is recognition given that this site is at the entrance to a significant community park, Fairview Park. With this proposed rezoning, any proposed use will likely be a redevelopment of the site, thus requiring a site plan to be approved by the City with development parameters including front yard and parking area landscaping, exterior lighting, limit of 6,000 square feet for any building in B-1 District, unless approved by a Conditional Use Permit, and front, side and rear yard setbacks. Additionally, any improvements to the site shall be required to provide some landscaped buffers in the side and rear yards that abut a residential district in accordance with our Zoning Code.

When a prospective re-zoning request like this is made, the City Council's principal consideration should be whether the proposed rezoning category constitutes the "highest and best" use of the property; and whether the general land development restrictions contained elsewhere in city ordinances will assure that future development of the site will be logical and compatible with surrounding land uses and those in the comprehensive plan. The proposed re-zoning meets all of these parameters.

The City Plan Commission voted 4-2, with one abstention, to recommend approval of the petition at the July 2, 2020 meeting. The minutes of the meeting are attached. For further details, please refer to the attached Plan Commission staff report.

PRIOR COUNCIL ACTION: As noted above, City Council voted 6-0 to table the Ordinance for 30 days to provide additional time for public comment at the July 20, 2020 City Council meeting. Staff has received no other written or official objections to this

rezoning request since the council's decision to table the item.

POTENTIAL OBJECTIONS: There was one objector present who spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg C. Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-3 SINGLE FAMILY RESIDENCE AND R-6 MULTIPLE DWELLING DISTRICT
TO B-1 NEIGHBORHOOD SHOPPING DISTRICT
- 1326-1336 WEST ELDORADO STREET -**

WHEREAS, on the 2nd day of July 2020, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of TEMPLE B'NAI ABRAHAM to rezone premises legally described as:

Lots Four (4) through Twelve (12) of Block Three (3) of Fairview Place, an Addition to the City of Decatur, as per plat recorded in Book 149, Page 614 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Numbers: 04-12-16-203-018
04-12-16-203-019
04-12-16-203-020

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

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

424-2793
 FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Temple B'nai Abraham				
Address	1326 W. Eldorado Street				
City	Decatur	State	Illinois	Zip	62522
Telephone	217-429-5740	Fax		E-mail	
Property Owner	Temple B'nai Abraham				
Address	1326 W. Eldorado Street				
City	Decatur	State	Illinois	Zip	62522
Telephone	217-429-5740	Fax		E-mail	
Representative	Randall D. Waks, Attorney				
Address	33 Manor Hill Drive				
City	Clinnton	State	Illinois	Zip	61727
Telephone	217-935-2222	Fax		E-mail	randywaks@daveswork

SECTION TWO: SITE INFORMATION

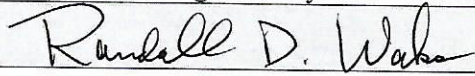
Street Address	1326-1336 W. Eldorado Street					
Legal Description	Lots 4 through 12 in Block 3 of Fairview Place					
Present Zoning	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input checked="" type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input checked="" type="checkbox"/> R-6	Is this property a Planned Unit Development? <input type="checkbox"/> YES Approval Date: _____ <input checked="" type="checkbox"/> NO
	<input type="checkbox"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
Please list all improvements on the site:						
Size of Tract	54,000	<input checked="" type="checkbox"/> SF	<input type="checkbox"/> AC	1-story masonry building - house of worship; single-story masonry house; parking lot		

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Will this property be a Planned Unit Development? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	<input checked="" type="checkbox"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
Other:						

<i>Section Three Continued</i>	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
To allow development of subject property consistent with B-1 zoning.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
<p>The subject property measures 360 feet along W. Eldorado Street and is 150 feet deep.</p> <p>B2 - Commercial Zoning (CVS Pharmacy) exists to the east of the subject property at the northeast corner of W. Eldorado Street and Fairview Avenue.</p> <p>Fairview Park exists to the south of the subject property across W. Eldorado Street.</p> <p>Decatur Fire Department Station 3 exists adjacent to and east of the subject property on W. Eldorado Street.</p> <p>Apartments exist to the west of the subject property on W. Eldorado Street.</p> <p>Single family homes in R3 zoning exist to the north of the subject property.</p>

SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		Date	6/15/2020

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

OFFICE USE ONLY	
Date Filed	
By	

STAFF REPORT
Decatur City Plan Commission

Hearing Date July 2, 2020
Case No. 20-16
Property Location 1326-1336 West Eldorado Street
Request Rezoning at 1326-1336 West Eldorado Street from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.
Petitioner Temple B’nai Abraham
Representative Randall D. Waks, Attorney

BACKGROUND

The subject site located at 1326-1336 West Eldorado Street is currently zoned R-3 Single Family Residence and R-6 Multiple Dwelling District. It consists of approximately 54,000 square feet and is currently developed with a house of worship with a parking lot, single-story masonry residence and a vacant lot.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	House of Worship, residence, vacant lot	R-3, R-6	Open Space, Retail
North	Single Family Residence	R-3	Open Space, Residential – Low Density
South	Decatur Park District - Fairview	R-3, R-6	Open Space, Mixed Use Commercial/Residential
East	City of Decatur Fire Station #3	R-6	Retail
West	Apartment Complex	R-6	Open Space, Residential – Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District to allow for development of subject property consistent with B-1 zoning.

STAFF ANALYSIS

The surrounding zoning includes R-3 Single Family Residence District to the north, R-3 Single Family Residence District and R-6 Multiple Dwelling District to the south, and R-6 Multiple Dwelling District to the east and west. Per the Macon County and Decatur Comprehensive Plan, the Future Land Use: Planning District 8 shows this area as Open Space, Retail, Residential – Low Density and Mixed-Use Commercial/Residential. The Comprehensive Plan’s Future Land Use shows this area as a mixed-use area, staff believes the requested B-1 zoning is reasonable and consistent and compatible with the surrounding properties in the R-3 and R-6 Districts.

The subject site is located within a mixed-use area and re-zoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area or the City as a whole. The uses allowed in the B-1 District are generally compatible to the area, however as the entrance to a

significant community park, Fairview Park, additional analysis should be given to the type of use and aesthetic for this site. Since, any use of the site that is allowed in B-1 will be a change in use and redevelopment of the site any improvement's site plan submitted to the City will need to meet the development parameters of the Zoning Ordinance including front yard and parking landscaping, exterior lighting, limit of 6,000 square feet for any building in B-1 District, unless approved by a Conditional Use Permit, and front, side and rear yard setbacks. Also, any improvement to the site shall be required to provide a landscaped buffer yard in the side and rear yards that abut a residential district and/or use in accordance with Section XXVIII.E.3: Landscaping and Exterior Lighting - Buffer Yards.

STAFF RECOMMENDATION

Staff recommends approval of the petition.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 20-16 to City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn Stewart
Planner

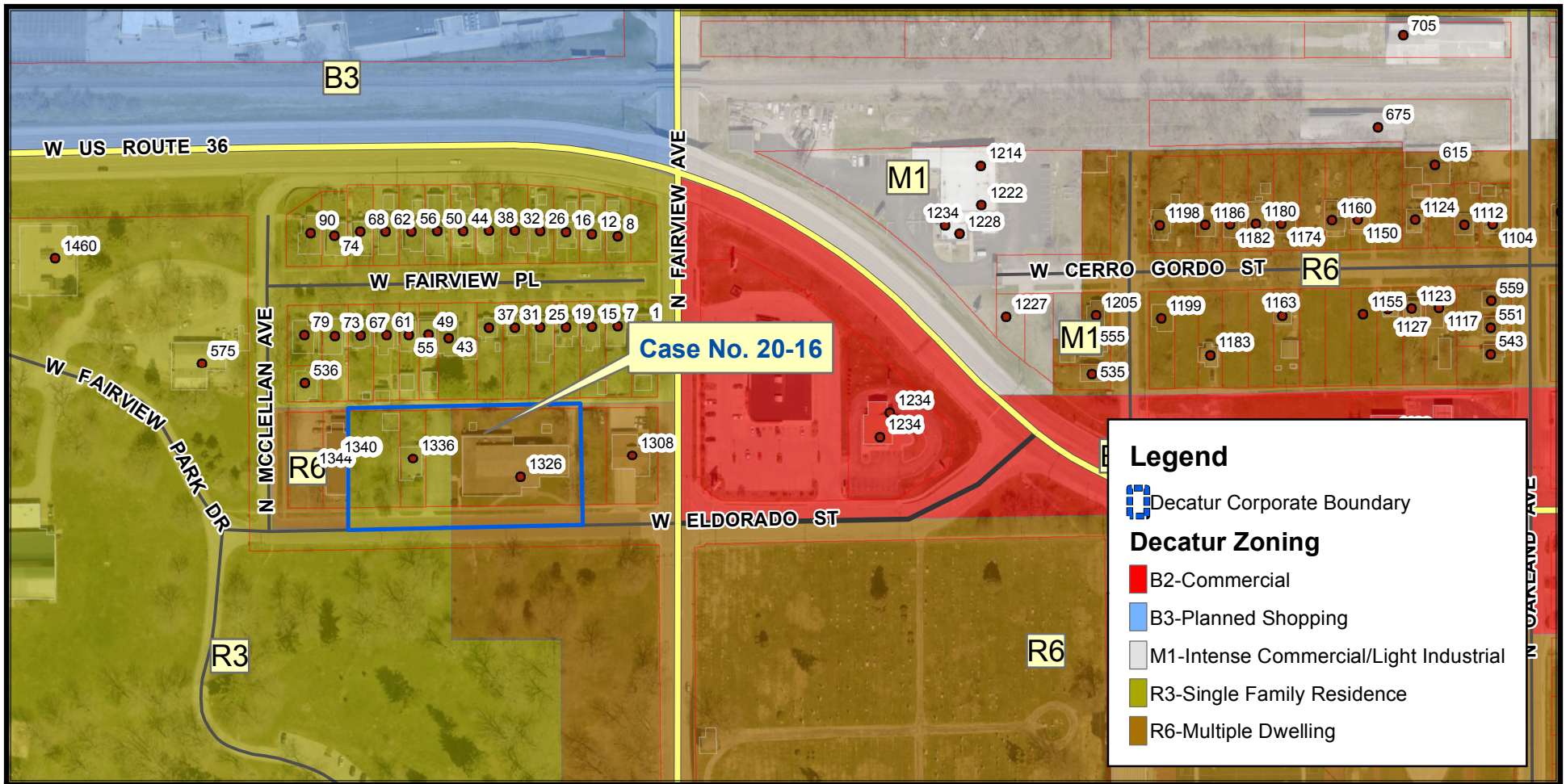
ATTACHMENTS

1. Petition
2. Location and Zoning Map

Decatur City Plan Commission

Temple B'nai Abraham Rezoning Petition to B-1

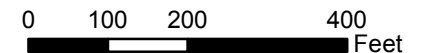
1326-1336 West Eldorado Street



Legend

- Decatur Corporate Boundary
- Decatur Zoning**
- B2-Commercial
- B3-Planned Shopping
- M1-Intense Commercial/Light Industrial
- R3-Single Family Residence
- R6-Multiple Dwelling

Case No: 20-16
Date: July 02, 2020
Petition of: Temple B'nai Abraham
Requested Action: Rezoning from R-3 and R-6 to B-1 Neighborhood Shopping District



Excerpts from Plan Commission Meeting of July 2, 2020:

Case No. 20-16 Petition of TEMPLE B'NAI ABRAHAM to rezone the properties located at 1326 through 1336 WEST ELDORADO STREET from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

It was moved and seconded (Frantz/Kline) to forward Case No. 20-16 to the City Council with a recommendation of approval as set forth in the staff report.

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

Mrs. Stewart discussed staff's recommendation and presented slides (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Discussion amongst the Plan Commission members and City Staff followed Mrs. Stewart's presentation including the B-1 uses. Mr. Greg Crowe stated staff is comfortable with the uses that are allowed in the B-1 District.

Mr. Bill Clevenger said Fairview Park is one of legacy parks in the community and urged City staff to consider the impact any potential development would have on the Fairview Park entrance and not allow something that would be detrimental to the area. He indicated that he will be abstaining from the vote.

Mr. Randall Waks, representative for the petitioner, was sworn in by Mrs. Poland. Mr. Waks stated he is a member of the Board of Trustees for the Temple B'Nai Abraham. The building was built in 1958 when the membership was larger. They do not require the large building any longer.

Mr. Steven Luker, objector, was sworn in by Mrs. Poland.

Mr. Luker said the Plan Commission should deny this petition since he does not believe it is compatible with the neighborhood.

Upon call of the roll, Commission members Kent Newton, Tom Brinkoetter, Jason Drake and Susie Peck voted aye. Commission members Bruce Frantz and Steven Kline voted nay. Commission member Bill Clevenger abstained. Motion carried.

Community Development

DATE: 9/8/2020

MEMO: 20-38

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Director, Community Development
Greg Crowe, Planning and Development Manager
Joselyn Stewart, Planner

SUBJECT: Ordinance Rezoning Property from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District at 1308 West Eldorado Street.

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance for re-zoning.

BACKGROUND:

The subject site located at 1308 West Eldorado Street is currently zoned R-6 Multiple Dwelling District. It consists of approximately 0.41 acres and is currently developed with a Fire Station.

The petitioner (the City) proposes to rezone the subject site from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District to provide for the highest and best use of a property at the intersection on a heavily trafficked State Route (Fairview Avenue/ IL 48).

The Comprehensive Plan's Future Land Use shows this area as a mixed-use area, staff believes the requested B-1 zoning is reasonable and consistent and compatible with the surrounding properties in the R-3, R-6 and B-2 Districts.

The subject site is located within a mixed-use area and re-zoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area or the City as a whole. See Memo No. 20-37, regarding the rezoning ordinance for the adjacent property to the west for the development parameters that will be required for the redevelopment of the site adjacent to residentially zoned district to the north. Also, as owner of the site, the City will have additional site control.

The city will continue to use this property as a fire station until the Fire Department moves into a new Station #3--likely more than a year from now. Nonetheless, city staff elected to proceed with this rezoning as a companion land use change occasioned by the proposed rezoning of the synagogue to the west. This mitigates the effects of spot zoning, and allows a prospective developer of the synagogue and the fire station site to consider a project

encompassing both sites (though this is not required). As such, a B-1 designation is both appropriate and compatible with "highest and best use." As with the synagogue rezoning, staff believes that the B-1 classification and other provisions of city ordinance that will govern development of this site, are more than sufficient to assure that the development of the site will be compatible with the neighborhood and surrounding uses.

The City Plan Commission voted 4-2-1 to recommend approval of the petition at the July 2, 2020 meeting. The minutes of the meeting are attached. For further details, please refer to the attached Plan Commission staff report.

PRIOR COUNCIL ACTION: City Council voted 6-0 to table the Ordinance at the July 20, 2020 City Council meeting, to allow for additional public comments. Staff has not received any additional formal or written comments regarding this proposed rezoning since the council's action to table.

POTENTIAL OBJECTIONS: There was one objector present who spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg C. Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-6 MULTIPLE DWELLING DISTRICT
TO B-1 NEIGHBORHOOD SHOPPING DISTRICT
- 1308 WEST ELDORADO STREET -**

WHEREAS, on the 2nd day of July 2020, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of RICHELLE IRONS, INTERIM DIRECTOR OF COMMUNITY DEVELOPMENT to rezone premises legally described as:

Lots One (1), Two (2) and Three (3) of Block Three (3) of Fairview Place, an Addition to the City of Decatur, as per plat recorded in Book 149, Page 614 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Numbers: 04-12-16-203-021
04-12-16-203-022

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Community Development Department
 One Gary K. Anderson Plaza
 Decatur, Illinois 62523-1196

424-2793
 FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Richelle D. Irons, Interim Director of Community Development				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	rirons@decaturil.gov
Property Owner	City of Decatur				
Address	same				
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Greg Crowe, Planning & Development Manager				
Address	same				
City		State		Zip	
Telephone	217-424-2786	Fax		E-mail	gcrowe@decaturil.gov

SECTION TWO: SITE INFORMATION

Street Address	1308 W. Eldorado St					
Legal Description	Lots One (1), Two (2) and Three (3) of Block Three (3) of Fairview Place, an Addition to the City of Decatur, as per plat recorded in Book 149, Page 614 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.					
Present Zoning	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input checked="" type="checkbox"/> R-6	Is this property a Planned Unit Development? <input type="checkbox"/> YES Approval Date: _____ <input type="checkbox"/> NO
	<input type="checkbox"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
Please list all improvements on the site:						
Size of Tract	0.41	<input type="checkbox"/> SF	<input checked="" type="checkbox"/> AC			

SECTION THREE: REQUESTED ACTION

Rezone Property To:	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Will this property be a Planned Unit Development? <input type="checkbox"/> YES <input type="checkbox"/> NO
	<input checked="" type="checkbox"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
Other:						

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

Rezone to B-1 Neighborhood Shopping District is desired to provide for the highest and best use of a property at the intersection on a heavily trafficked State Route (Fairview Ave/IL Route 48).

SECTION FOUR: JUSTIFICATION

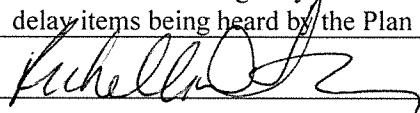
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

Rezone to B-1 Neighborhood Shopping District is desired to provide for the highest and best use of a property at the intersection on a heavily trafficked State Route (Fairview Ave/IL Route 48). Also, the City's Comprehensive Plan shows the property as mixed use Commercial/Residential.

SECTION FIVE: CERTIFICATION

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

Petitioner's Signature



Date

7/14/20

NOTES:

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

OFFICE USE ONLY

Date Filed

By

STAFF REPORT
Decatur City Plan Commission

Hearing Date July 2, 2020
Case No. 20-18
Property Location 1308 West Eldorado Street
Request Rezoning at 1308 West Eldorado Street from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.
Petitioner Representative Richelle D. Irons, Interim Director of Community Development

BACKGROUND

The subject site located at 1308 West Eldorado Street is currently zoned R-6 Multiple Dwelling District. It consists of approximately 0.41 acres and is currently developed with a Fire Station.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	City of Decatur Fire Station #3	R-6	Retail
North	Single Family Residence	R-3	Residential – Low Density
South	Decatur Park District - Fairview	R-6	Mixed Use Commercial/ Residential
West	House of Worship	R-6	Retail, Open Space
East	Commercial - CVS	B-2	Retail

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District to provide for the highest and best use of a property at the intersection on a heavily trafficked State Route (Fairview Avenue/ IL 48).

STAFF ANALYSIS

The surrounding zoning includes R-3 Single Family Residence District to the north, R-6 Multiple Dwelling District to the south and west, and B-2 Commercial District to the east. Per the Macon County and Decatur Comprehensive Plan, the Future Land Use: Planning District 7 and 8 shows this area as Open Space, Retail, Residential – Low Density and Mixed-Use Commercial/ Residential. The Comprehensive Plan’s Future Land Use shows this area as a mixed-use area, staff believes the requested B-1 zoning is reasonable and consistent and compatible with the surrounding properties in the R-3, R-6 and B-2 Districts.

The subject site is located within a mixed-use area and re-zoning to B-1 Neighborhood Shopping District should have no adverse effect on the general area or the City as a whole. The uses allowed in the B-1 District are generally compatible to the area, however as the entrance to a significant community park, Fairview Park, additional analysis should be given to the type of use and aesthetic for this site. Since, any use of the site that is allowed in B-1 will be a change in use and redevelopment of the site any improvement’s site plan submitted to the City will need to meet the development parameters of the Zoning Ordinance including front yard and parking landscaping, exterior lighting, limit of 6,000 square feet for any building in B-1 District, unless

approved by a Conditional Use Permit, and front, side and rear yard setbacks. Also, any improvement to the site shall be required to provide a landscaped buffer yard in the side and rear yards that abut a residential district and/or use in accordance with Section XXVIII.E.3: Landscaping and Exterior Lighting - Buffer Yards.

STAFF RECOMMENDATION

Staff recommends approval of the petition.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 20-18 to City Council by the Plan Commission with a recommendation is warranted.

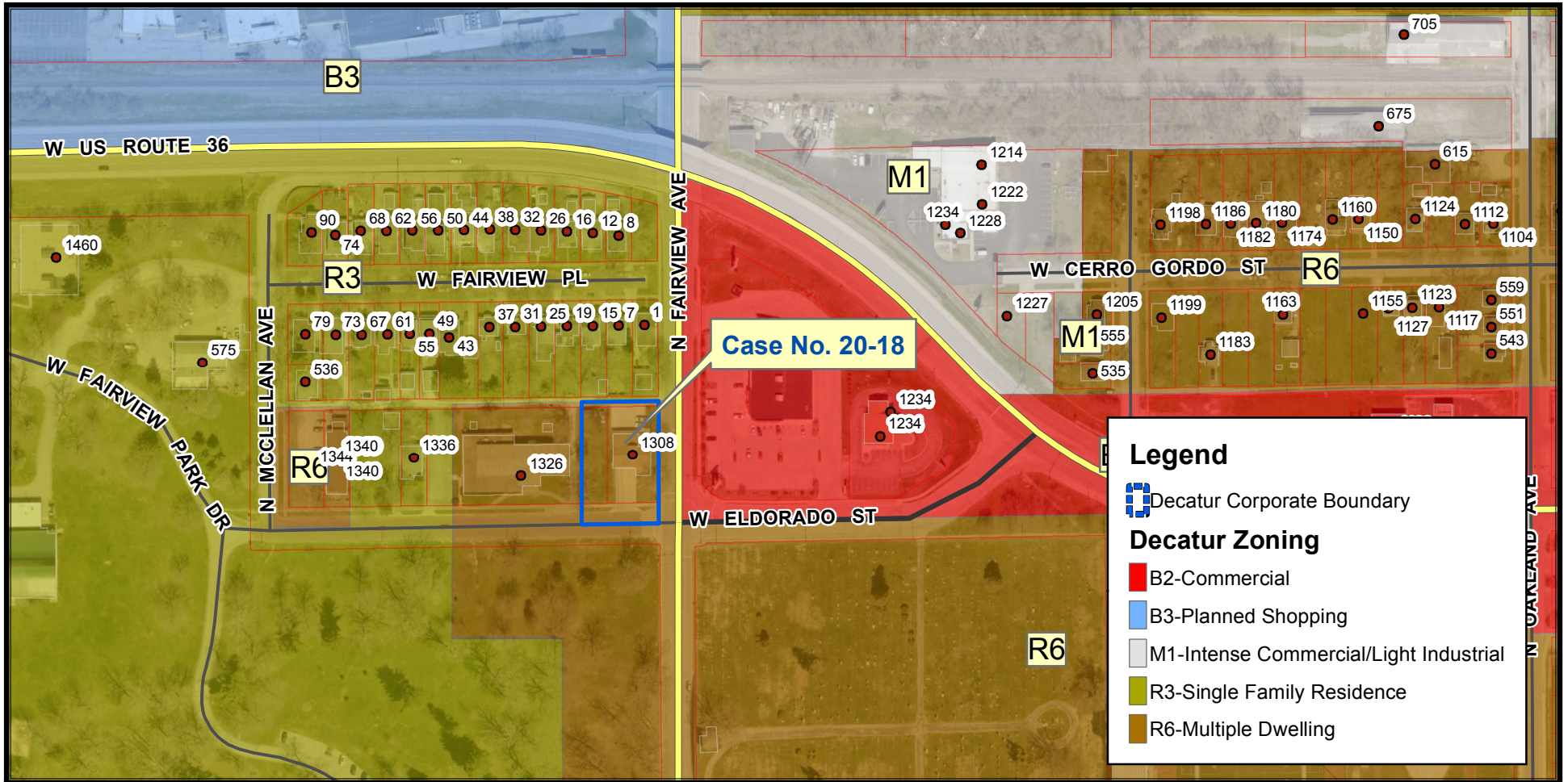
This report constitutes the testimony and recommendation of the Planning and Development Division, Community Development Department, City of Decatur.

Joselyn Stewart
Planner

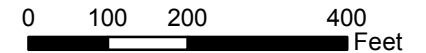
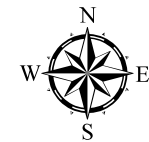
ATTACHMENTS

1. Petition
2. Location and Zoning Map

Decatur City Plan Commission City of Decatur Rezoning Petition to B-1 1308 West Eldorado Street



Case No: 20-18
Date: July 02, 2020
Petition of: City of Decatur
Requested Action: Rezoning from R-6 to B-1 Neighborhood Shopping District



Excerpts from Plan Commission Meeting of July 2, 2020:

Case No. 20-18 Petition of RICHELLE D. IRONS, INTERIM DIRECTOR OF COMMUNITY DEVELOPMENT to rezone the property located at 1308 WEST ELDORADO STREET from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

Mr. Bruce Frantz stated there were errors in the staff report and on the petition. The error in the staff report mixed the West and East directions for the Use and Zoning adjacent to the subject property. The error on the second page of the petition stated B-2 Zoning instead of B-1 Zoning. Mr. Crowe stated these were clerical errors and the case was published correctly as was the agenda. Mr. Frantz is concerned this might cause a problem in the future. Mr. John Robinson, Assistant Corporation Counsel, said the errors should not be a problem unless the members feel they are not adequately informed or the errors would alter their opinion. No Plan Commission members stated that the clerical errors created confusion nor misinformed them regarding the case.

It was moved and seconded (Frantz/Kline) to table Case No. 20-18 until the corrections are made to the staff report.

Upon call of the roll, Commission members Bruce Frantz, Kent Newton voted aye, Steven Kline, Tom Brinkoetter, Jason Drake, Susie Peck voted nay and Bill Clevenger abstained. Motion denied.

It was moved and seconded (Brinkoetter/Drake) to forward Case No. 20-18 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Stewart discussed staff's recommendation and presented slides (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Bill Clevenger said this area is the gateway to the park and urged City staff to consider the impact any potential development would have on the Fairview Park entrance and not allow something that would be detrimental to the area. He indicated that he will be abstaining from the vote.

There were no questions and no objectors present.

Upon call of roll, Commission members Kent Newton, Tom Brinkoetter, Jason Drake and Susie Peck voted aye. Commission members Bruce Frantz and Steven Kline voted nay. Commission member Bill Clevenger abstained. Motion carried.

Financial Management

DATE: 9/1/2020

MEMO: Letter to the Decatur City Council Finance Department

TO: Honorable Mayor Julie Moore Wolfe
Members of the City Council

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

BACKGROUND: The city has been absorbing bank fees charged when customers make check-writing errors and when they write checks that are returned for insufficient funds. This is not fair. Citizens of Decatur who properly manage their accounts and pay their bills on time should not subsidize the NSF and other bank fees of those customers who write bad checks. This ordinance makes the necessary correction in the City Code.

ATTACHMENTS:

Description	Type
Letter to Council	Cover Memo
Ordinance	Cover Memo

**LETTER to the DECATUR CITY COUNCIL
Finance Department**

DATE: August 25, 2020

TO: Honorable Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Amending City Code Chapter 18 Defining a Returned Payment Policy

SUMMARY RECOMMENDATION

City Administration recommends City Council approval of the attached ordinance.

This ordinance will enact a policy as a part of city code whereby the City of Decatur will charge a transaction processing fee of \$25.00 for any payments to the City of Decatur which are returned to the City for any reason as determined by the bank institution processing the payment, or for any electronic payment transaction denied for any reason by the bank institution processing the payment.

BACKGROUND

The City of Decatur incurs a cost and is required to pay the bank institution a fee when payments to the City of Decatur which are returned to the City for any reason as determined by the bank institution processing the payment, or for any electronic payment transaction denied for any reason by the bank institution processing the payment.

Such payment denials can result from non-sufficient funds available in the payee's bank account or for electronic payment entry errors by the payee.

POTENTIAL OBJECTIONS

Those individuals or entities required to pay the fee.

STAFF REFERENCE

Gregg D. Zientara, City Treasurer & Director of Finance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 18 -
- FINANCE DEPARTMENT -

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

Section 1. That Chapter 18 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 4. Said Section 4. as so modified and amended, shall provide as follows:

4. **DEPARTMENT DUTIES.** The Finance Department shall:...

(l) Effective October 1, 2020, a per transaction processing fee of \$25.00 will be assessed for any payments to the City of Decatur which are returned to the City for any reason as determined by the bank institution processing the payment, or for any electronic payment transaction denied for any reason by the bank institution processing the payment.

(m) A person who has two (2) payment transactions returned to the City by the bank institution processing the transaction, will be placed on a cash only transaction status, requiring all service, fees, or other transactions be paid with cash only.

Persons placed on a cash only payment status may be removed from the cash only payment status after such customers have paid all bills due to the City on time and in full during the twelve (12) month period after being placed on a cash only payment status and request removal in writing to the City Treasurer.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 18

FINANCE DEPARTMENT

1. **ESTABLISHED.** There is hereby created and established the Finance Department which shall be organized and administered as the City Manager shall from time to time direct, and which shall consist of the Director of Finance and such other officers and employees as the Council shall from time to time authorize.

2. **DIRECTOR.** There is hereby created the Office of Director of Finance, the occupant whereof shall be appointed, and may be removed, by the City Manager at will.

3. **APPOINTMENTS AND RULES.** The Director of Finance shall be the appointing officer of the occupants of all the classified positions assigned to the Finance Department, and may make reasonable rules, regulations and directives not in conflict with law or ordinance to govern and administer the activities and carry out the duties and responsibilities thereof, subject to the direction and control of the City Manager.

4. **DEPARTMENT DUTIES.** The Finance Department shall:

(a) Collect, receive, deposit, invest, pay out and account for all funds of the City, all in accordance with generally accepted and established guidelines for good fiscal accounting and auditing practices;

(b) Cause all accounts of the City to be audited annually by independent auditors and the report thereof transmitted to the City Manager and the Council and to any other officer required by law;

(c) Cause to be inventoried all property of the City of whatever nature and to keep records of the acquisition, retention and disposition thereof;

(d) Cause the daily deposit of funds of the City in authorized depositories of the City;

(e) Collect, account for and apply special assessments or special taxes as provided by law or ordinance and process delinquent payments thereof;

(f) Cause to be kept detailed registers and accounts of all City bonds;

(g) Perform and be responsible for such data processing and appurtenant services as shall be approved or assigned by the City Manager;

(h) Purchase materials, equipment, and services in accordance with this City Code and the procedures, rules and regulations of the Department, provided that funds have been budgeted and are available for the purpose, and keep a record of all price quotations, bids and awards. (AMENDED, Ordinance No. 2003-47, July 21, 2003) (Amended, Ordinance No. 2019-136, September 3, 2019)

(i) Recommend insurance strategies and policies, and supervise and administer the Risk Management program for the City;

(j) Perform such other functions and duties as may be assigned from time to time by the City Manager; and,

(k) A default in the payment of a fine or any installment of a fine may be collected by any and all means authorized for the collection of monetary judgments. The Corporation Counsel may retain attorneys and qualified private collection enterprises for the purpose of collecting any default in payment of any fine or installment of that fine. Any fees or costs incurred by the city or another governmental entity through an intergovernmental agreement in any such collection by attorneys and qualified private collection enterprises retained by the Corporation Counsel or by another governmental entity through an intergovernmental agreement for those purposes shall be charged to the offender. (AMENDED, Ordinance No. 2009-10, March 2, 2009)

(l) Effective October 1, 2020, a per transaction processing fee of \$25.00 will be assessed for any payments to the City of Decatur which are returned to the City for any reason as determined by the bank institution processing the payment, or for any electronic payment transaction denied for any reason by the bank institution processing the payment.

(m) A person who has two (2) payment transactions returned to the City by the bank institution processing the transaction, will be placed on a cash only transaction status, requiring all service, fees, or other transactions be paid with cash only.

Persons placed on a cash only payment status may be removed from the cash only payment status after such customers have paid all bills due to the City on time and in full during the twelve (12) month period after being placed on a cash only payment status and request removal in writing to the City Treasurer.

5. **CITY TREASURER.** There is hereby created the office of the City Treasurer, the occupant whereof shall be appointed, and may be removed, by the Mayor with the approval of the Council.

6. **DUTIES OF CITY TREASURER.** The City Treasurer shall be ex-officio City Collector and shall perform such duties as may be prescribed by law or ordinance, and shall collect, receive, have custody of and account for all money or funds paid into the City and shall pay out the same only upon vouchers or orders duly authenticated, and shall perform such other duties as may be prescribed by the Council or the City Manager, all under the supervision of the Director of Finance.

7. **ANNUAL REPORT.** The City Treasurer shall annually publish a report of the receipts and expenditures of City funds as required by law.

8. **MONTHLY REPORT.** A complete and detailed report of the financial status of the City and its accounts shall be made to the Council monthly.

9. **COMPTROLLER.** There is hereby created the office of Comptroller, the occupant whereof shall be appointed, and may be removed, by the City Manager at will.

10. **VOUCHERS.** Funds of the City shall be paid out only upon vouchers approved and signed by the Comptroller and only by orders signed by the City Manager, the Comptroller and City Treasurer which signatures may be affixed manually or by use of a facsimile.

Financial Management

DATE: 8/31/2020

MEMO: Letter to the Decatur City Council

TO: Honorable Mayor Moore Wolfe,
Members of the City Council

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUMMARY RECOMMENDATION: Every year the city acquires several vehicles for public safety and related purposes (not used for routine patrol) through leases rather than purchase--allowing the city to change out vehicles based on the changing needs of the departments and reduce the number of purchased vehicles in inventory, some of which are utilized for irregular schedules and assignments. The council's approved 2020 budget includes sufficient funds for these leases.

ATTACHMENTS:

Description	Type
Letter to Council	Cover Memo
Resolution	Cover Memo

**LETTER to the DECATUR CITY COUNCIL
Finance Department**

DATE: August 31, 2020

TO: Honorable Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing Leased Vehicle Transaction

SUMMARY RECOMMENDATION

City Administration recommends City Council approval of the attached resolution.

The City is in need of certain vehicles for use for Public Safety purposes. Approval of this resolution will satisfy this necessity.

STAFF REFERENCE

Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

RESOLUTION NO. R2020 - _____

RESOLUTION AUTHORIZING LEASED VEHICLE TRANSACTION

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

Section 1. That the City is in need of certain vehicles for use for Public Safety purposes.

Section 2. That the City Manager be, and is hereby, authorized to direct the City Treasurer to execute all necessary documentation to secure the lease as required.

PRESENTED AND ADOPTED THIS 8th day of September, 2020.

Julie Moore Wolfe
Mayor

ATTEST:

Kimberly Althoff, City Clerk

Information Technology

DATE: 9/8/2020

MEMO: 2020-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Approving Purchase of Equipment and Services to Upgrade the City's Virtual Telework Strategy.

SUMMARY RECOMMENDATION:

City Staff recommends City Council approve the attached Resolutions for the purchase and installation of redundant Servers and Data Storage Equipment to expand the City's Enterprise Virtual Telework Strategy using funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Three quotes are attached, one from Dell EMC for the required computer server equipment and specialized licensing in the amount of \$73,550.10, and two from Presidio Networked Solutions Group for equipment, the first totaling \$73,290.96, and the second for installation services totaling \$13,775.26. The combined total for this project is not to exceed \$160,616.32. This server and storage system upgrade will expand server capacity and data storage at the primary site as well as the redundant (backup) site in support of the City's Telework - Work from Home initiative due to the COVID-19 Pandemic. Without COVID/CARES funding, this project would not be possible. The city anticipates that this outside funding will defray 100% of the cost.

BACKGROUND:

The City IT had remote computer capabilities for staff prior to the COVID-19 Pandemic (Pandemic); they were engineered to support the occasional short term needs for Telework or Work at Home, and for long term employee illnesses and out of town travel. As the Pandemic unfolded, the City IT Department accommodated what we thought was a short term need for select staff to work from home. As time continued, it turned into scraping up multiple connection methods across several technologies to support a whole team swap strategy where teams would rotate in and out of the work place to dramatically reduce the spread of the Pandemic and protect the City's ability to serve citizens and businesses alike. The ongoing need to support remote working has pushed City IT staff to duplicate technology solutions in homes, in addition to the workplace. To standardize the methodology for how remote staff connects to our solutions are hosted at the Civic Center and Police Department, we need to expand our "virtual technology" so we can accommodate a permanent Telework – Work from Home solution. Although the pandemic has forced us down this path much sooner than anticipated or budgeted for, the City IT infrastructure will

be vastly improved by making this transition now.

This solution and the supporting resolutions are in two parts: Server components and Data Storage components. This solution:

- Will enable standardized remote virtual session storage for every staff member who needs this capability.
- Includes added data storage to migrate most paper-based information and electronic files currently stored across several types of storage models to common electronic storage so computer files can be securely accessed from remote locations and be delivered from one electronic storage area.
- Will expand our data storage to accommodate a secure and centralized data storage strategy which supports those who need to work from home or from a remote location now and in the future.

The equipment quotes and statement of work received for this agreement is attached. Staff recommends acceptance of these proposals totaling \$160,616.32.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

Presidio Networked Solutions Group completed a server/data storage assessment and recommendation for the City of Decatur for this overall Telework/Work from Home solution.

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS: This solution will be reimbursed by the State of Illinois Coronavirus Urgent Remediation Emergency (CURE) Support Program under the “Telework” Category.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Dell Equipment Quote	Backup Material

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS
FOR PURCHASE OF COMPUTER SERVER EQUIPMENT FROM DELL INC.**

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

Section 1. That the quote presented to the City Council herewith from Dell, Inc. for the purchase of computer Server Equipment and Licenses listed thereon, to expand the City Enterprise Virtual Server Infrastructure and fill gaps in our Telework strategy, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to make payment to Dell, Inc. in an amount not to exceed \$73,550.10 on behalf of the City of Decatur to purchase Computer Server Equipment and Licensing for the City's ongoing Telework strategy.

Section 3. That reimbursement will be filed for and obtained through the State of Illinois CURE Support Program in the amount equal to \$73,550.10.

PRESENTED AND ADOPTED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000065304923.1	Sales Rep	Eddie Spencer
Total	\$73,550.10	Phone	(800) 456-3355, 6179679
Customer #	1398873	Email	Edmund_Spencer_iv@Dell.com
Quoted On	Jul. 20, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 19, 2020		CITY OF DECATUR
Solution ID	12781428		1 GARY K ANDERSON PLZ
Deal ID	20427366		1 GARY K ANDERSON PLZ DECATUR, IL 62523-1196

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Eddie Spencer

Shipping Group

Shipping To	Shipping Method
RECEIVABLE DEPT CITY OF DECATUR #1 GARY K ANDERSON PLAZA DECATUR, IL 62523-1196 (217) 424-2747	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R740XD - [amer_r740xd_12238]	\$16,136.97	2	\$32,273.94
NVIDIA® Tesla™ T4 16GB Passive , Single Slot, Full Height GPU Customer Install	\$2,579.76	16	\$41,276.16

Subtotal:	\$73,550.10
Shipping:	\$0.00
Non-Taxable Amount:	\$73,550.10
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$73,550.10
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECEIVABLE DEPT
CITY OF DECATUR
#1 GARY K ANDERSON PLAZA
DECATUR, IL 62523-1196
(217) 424-2747

Shipping Method

Standard Delivery

PowerEdge R740XD - [amer_r740xd_12238]	\$16,136.97	Qty 2	Subtotal \$32,273.94
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Estimated delivery if purchased today:
Aug. 05, 2020
Contract # C000000181093
Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R740XD Server	210-AKZR	-	2	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	2	-
No Trusted Platform Module	461-AADZ	-	2	-
Chassis with Up to 24 x 2.5 Hard Drives for 2CPU, GPU Capable Configuration	321-BDHZ	-	2	-
PowerEdge R740XD Shipping	340-BLBE	-	2	-
PowerEdge R740 Shipping Material	340-CORZ	-	2	-
PowerEdge R740 CE and BIS Marking, No CCC Marking	389-DSWO	-	2	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	2	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	2	-
Additional Processor Selected	379-BDCO	-	2	-
HS Install Kit,GPU Config,No cable	750-AAXW	-	2	-
2933MT/s RDIMMs	370-AEPP	-	2	-
Performance Optimized	370-AAIP	-	2	-
Unconfigured RAID	780-BCDS	-	2	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	2	-
VMware ESXi 6.7 U3 Embedded Image on Flash Media (License Not Included)	634-BRIM	-	2	-
No Media Required	421-5736	-	2	-
iDRAC9,Enterprise	385-BBKT	-	2	-
OpenManage Enterprise Advanced	528-BIYY	-	2	-
iDRAC Group Manager, Enabled	379-BCQV	-	2	-
iDRAC,Factory Generated Password	379-BCSF	-	2	-
Riser Config 6, 5 x8, 3 x16 slots	330-BBHD	-	2	-
Broadcom 57412 Dual Port 10GbE SFP+ & 5720 Dual Port 1GbE BASE-T rNDC	540-BBUL	-	2	-
GPU Ready Configuration Cable Install Kit	470-ACQQ	-	2	-
IDSDM and Combo Card Reader	385-BBLE	-	2	-
Redundant SD Cards Enabled	385-BBCF	-	2	-

32GB microSDHC/SDXC Card	385-BBKH	-	2	-
32GB microSDHC/SDXC Card	385-BBKH	-	2	-
6 Performance Fans for R740/740XD	384-BBPZ	-	2	-
Dual, Hot-plug, Redundant Power Supply, 2000W, C19/C20 Power Cord Required for Use	450-AENU	-	2	-
PowerEdge 2U Standard Bezel	325-BCHU	-	2	-
PE R740XD Luggage Tag	389-BTTO	-	2	-
Quick Sync 2 (At-the-box mgmt)	350-BBJU	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	2	-
US Order	332-1286	-	2	-
Declined Remote Consulting Service	973-2426	-	2	-
Dell Hardware Limited Warranty Plus On-Site Service	813-6068	-	2	-
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-6072	-	2	-
ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 3 Years	813-6078	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
64GB RDIMM, 2933MT/s, Dual Rank	370-AEQD	-	32	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 876 TBW	400-AXTV	-	2	-
PowerCord, 250V, 2FT, C19/C20, US	450-AEIT	-	4	-

Qty **Subtotal**

NVIDIA® Tesla™ T4 16GB Passive , Single Slot, Full Height GPU **\$2,579.76** **16** **\$41,276.16**

Customer Install

Estimated delivery if purchased today:
Aug. 06, 2020
Contract # C000000181093
Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
Dell 16GB NVIDIA Tesla T4 GPU Graphic Card	490-BEYM	-	16	-

Subtotal:	\$73,550.10
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$73,550.10

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Information Technology

DATE: 9/8/2020

MEMO: 2020-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Approving Purchase of Equipment and Services to Upgrade the City's Virtual Telework Strategy.

SUMMARY RECOMMENDATION:

City Staff recommends City Council approve the attached Resolutions for the purchase and installation of redundant Servers and Data Storage Equipment to expand the City's Enterprise Virtual Telework Strategy using funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Three quotes are attached, one from Dell EMC for the required computer server equipment and specialized licensing in the amount of \$73,550.10, two from Presidio Networked Solutions Group for equipment totaling \$73,290.96 and for installation services totaling \$13,775.26. Combined total for this project is not to exceed \$160,616.32. This server and storage system upgrade will expand server capacity and data storage at the primary site as well as the redundant (backup) site in support of the City's Telework - Work from Home initiative due to the COVID-19 Pandemic.

BACKGROUND:

The City IT had remote computer capabilities for staff prior to the COVID-19 Pandemic (Pandemic), they were engineered to support the occasional short term need for Telework or Work at Home for long term illnesses and out of town travel. As the Pandemic unfolded, the City IT Department accommodated what we thought was a short term need for select staff to work from home. As time continued, it turned into scraping up multiple connection methods across several technologies to support a whole team swap strategy where teams would rotate in and out of the work place to dramatically reduce the spread of the Pandemic and protect the City's ability to serve citizens and businesses alike. This strategy pushed City IT staff to duplicate technology solutions in homes, in addition to their workplace. To standardize the methodology for how remote staff connects to our solutions hosted at the Civic Center and Police Department, we need to expand our "virtual technology" so we can accommodate a permanent Telework – Work from Home solution. Although the pandemic has forced us down this path much sooner than anticipated or budgeted for, the City IT infrastructure will be vastly improved by making this transition now.

This solution and the supporting resolutions are in two parts, Server components and Data Storage components. This solution:

- Will enable standardized remote virtual session storage for every staff member who

needs this capability.

- Includes added data storage to migrate most paper-based information and electronic files currently stored across several types of storage models to common electronic storage so computer files can be securely accessed from remote locations and be delivered from one electronic storage area.
- Will expand our data storage to accommodate a secure and centralized data storage strategy which supports those who need to work from home or from a remote location now and in the future.

The equipment quotes and statement of work received for this agreement is attached. Staff recommends acceptance of these proposals totaling \$160,616.32.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: Presidio Networked Solutions Group completed a server/data storage assessment and recommendation for the City of Decatur for this overall Telework/Work from Home solution.

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS: This solution will be reimbursed by the State of Illinois Coronavirus Urgent Remediation Emergency (CURE) Support Program under the “Telework” Category.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Equipment Quote	Backup Material
Services Quote	Backup Material

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS
FOR PURCHASE OF DATA STORAGE EQUIPMENT
AND SERVICES FROM PRESIDIO NETWORKED SOLUTIONS GROUP**

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

Section 1. That the quote and statement of work presented to the City Council herewith from Presidio for the purchase of data storage equipment and services listed thereon, to expand the City Enterprise Data Storage System to fill gaps in our Telework strategy, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to make payment to Presidio Networked Solutions Group in an amount not to exceed \$87,066.22 on behalf of the City of Decatur to purchase Data Storage Equipment and Services for the City's ongoing Telework strategy.

Section 3. That reimbursement will be filed for and obtained through the State of Illinois CURE Support Program in the amount equal to \$87,066.22.

PRESENTED AND ADOPTED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

TO: City of Decatur IL
 James Edwards
 1 Gary K Anderson Plaza - 3rd Floor
 Decatur, IL 62523

 jedwards@decaturil.gov
 (p) .

FROM: Presidio Networked Solutions Group, LLC
 Tadd Gerst
 401 SW Water St
 Suite 601
 Peoria, IL 61602

 tgerst@presidio.com
 (p) 309.306.7833

BILL TO: City of Decatur IL

 1 Gary K Anderson Plaza
 Decatur, IL 62523

SHIP TO: City of Decatur

 1 Gary K Anderson Plaza
 Decatur, IL 62523

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: Data Storage Upgrade Supporting COVID-19 Work From Home Unified Virtual Strategy

#	Part #	Description	Unit Price	Qty	Ext Price
1	E2860	Header line	\$0.00	1	\$0.00
2	E-X5730A-0E-C	Enclosure,4U-60,DE460C,Empty,2PSU,2325W,0E,-C	\$5,034.99	1	\$5,034.99
3	E-X4132A-0E-C	DSK DRV,12TB,7.2k,12Gb,Non-FDE,DE460C,0E,-C	\$511.63	60	\$30,697.80
4	OS-SANTRICITY1-CAP1-0E-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,0E,-C	\$1.65	7200	\$11,880.00
5	X-00061-00-0E-C	Battery,E2800,E5700,0E,-C	\$69.76	2	\$139.52
6	DOC-DE460C-SYS-C	Install Documents,System,DE460C,-C	\$0.00	1	\$0.00
7	E2800A-8GB-FC-0E-C	E2800A,8GB Cntrlr,No HIC,16Gb FC,2-pt,-C	\$1,682.15	2	\$3,364.30
8	E2800-ISCSI-ALL-PER	E/EF 2800 Personality,ISCSI Base Ports	\$0.00	1	\$0.00
9	CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	\$22,174.35	1 for 36 mo(s)	\$22,174.35
10	DE460C-E2800-EXP	HEADER LINE	\$0.00	1	\$0.00

Sub Total:	\$73,290.96
Grand Total:	\$73,290.96

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

Confidential Information.

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

General Information			
Client Name	City of Decatur	Account Manager	Tadd Gerst
Contact Name	Jim Hollis	Solution Architect	Talbert Houle
Contact Phone		Opportunity #	111111111
Contact Address	1 Gary K. Anderson Plaza, Decatur, IL 62523	Date	8/14/2020
Contact Email	jhollis@decaturil.gov	Service Title	Enterprise Data Storage Expansion

Service Information	
Technology Area	<input type="checkbox"/> LAN/WAN <input type="checkbox"/> Wireless <input type="checkbox"/> Security <input checked="" type="checkbox"/> Data Center <input type="checkbox"/> Software <input type="checkbox"/> Collaboration <input type="checkbox"/> Cloud/Automation <input type="checkbox"/> Other: _____
Type of Request	Fixed Fee

Presidio Networked Solutions Group LLC (“Presidio”) is pleased to provide the following services to City of Decatur (“Client”). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

Description of Services

The City of Decatur is looking to Presidio for help implementing additional storage to support the organizations ability to dramatically expand its Telework - Work from home strategy due to the COVID-19 Pandemic. The City of Decatur has configured redundant storage across two data centers, the Police Department & Civic Center. Currently, there exists a 2800 series NetApp array at the Police Department and a 2700 series NetApp array at the Civic Center. The 2700 series array at the Civic Center will be replaced with a new 2800 series array as reasonable expansion options do not exist for their existing 2700 series array. In addition, a single DE460 expansion shelf will be added to the existing 2800 series array at the Police Department to provide redundant storage for the new 2800 series array at the Civic Center in support of the needs in this engagement. Finally, Presidio will migrate the data from the existing 2700 series array to the new 2800 series array. High-level details of the engagement are listed below.

Data Center Project Admin

- Presidio engineers will host up to 1 external kick off meeting(s).
- Presidio engineers will host up to 2 project status meeting(s).

Data Center Design

- Presidio engineers will execute a review of existing storage environments.
- Presidio engineers will create an array migration strategy.
- Presidio engineers will create a Systems Engineering Report to detail the info associated with the new array only.

NetApp

- Presidio engineers will validate and then upgrade the firmware on the 1 new NetApp 2800 series array as well as the 1 existing NetApp 2800 series array.
- Presidio engineers will configure up to 1 NetApp storage array based on planning session requirements.
- Presidio engineers will configure 2 new NetApp shelves with one attached to existing 2800 array and one attached to new 2800 array.

Data and File Migration

- Presidio engineers will perform storage migration from 2700 array to the new 2800 series array.

Data Center Testing and Day 1 Support

- Presidio engineers will test and validate functionality of array as well as verify array and expansion shelves are accessible.

Data Center Wrap Up

- Presidio engineers will provide up to 2 hours of basic knowledge transfer.
- Presidio engineers will provide final basic as-built documentation including IP Addresses, system names, and account information used for creation of new NetApp array.

Assumptions

1. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
2. Modifications in project scope may necessitate a change order.
3. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion Signoff" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
4. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT HEREUNDER.
6. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of the Other Party.
7. Presidio will only be responsible for migrating the data from the old 2700 series array to the new 2800 series array, ensure it can communicate on the network and with its needed applications, but any configuration changes needed to be made with the applications themselves is not in scope and would require a project change request.

Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.
3. Client resources and site access must be readily and/or continuously available over the engagement period.
4. The Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
5. The Client is responsible for modifying any necessary applications pointing to the existing 2700 series array. Once the replacement 2800 series array is configured and all data is migrated, Presidio will ensure the applications can access the new storage array, but any modifications to the applications will need to be completed by the Client.
6. The Client is responsible for racking and cabling all equipment.

Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project, is experienced in project management best practice methodologies and is familiar with the technology involved. This Project Manager is responsible for the overall project timeline, scope, budget management, resource scheduling/tracking, communication planning, and execution in accordance with the Presidio Lifecycle Methodology.

Included for our standard Project Management offering for this engagement:

- Kickoff meeting with presentation (remote)
- Planning and design session facilitation (remote)
- Working calls as required (remote)
- Deliverable/milestone tracking
- Resource scheduling and oversight
- Scope/budget management
- Closeout meeting (remote)

Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	On-Site / Remote Services
Civic Center	1 Gary K. Anderson Plaza, Decatur, IL 62523	Remote

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance.

Services will be provided on a fixed price basis. Presidio will invoice Client based on the project milestone(s) listed below and Presidio will bill the Client upon completion of each Milestone. Invoices may contain multiple Milestones.

Milestone Name	Amount
Police Department Complete	\$1,377.53
Civic Center Complete	\$12,397.73
Total	\$13,775.26

Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work are NOT included in the amounts listed above and are to be reimbursed to Presidio by Client at actual cost within 30 days of submission of invoice to Client.

Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work is included in the pricing above.

Authorized Client Signature	Title	Date
Authorized Presidio Signature	Title	Date

Information Technology

DATE: 8/31/2020

MEMO:

TO: Honorable Mayor and City Council Members

FROM: James Edwards, Director, Information Technology

SUBJECT: Annual Software Maintenance Renewal for the Incode Court Management System.

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the attached resolution, authorizing the City Manager to renew the annual software maintenance for the Incode Court Case Management Suite and Incode Content/Document Management Suite with Tyler Technologies, Inc.

BACKGROUND: In prior years, Council has approved annual software maintenance renewals with Tyler Technologies, Inc to use their Incode Court Case Management Suite and associated Content/Document Management Suite for the Administrative Code Enforcement System (Admin Court). The annual software maintenance fee, \$39,870.67, is based upon the initial contract cost, and it covers application support for both software applications. This invoice is 5% over last year's maintenance costs. The period covered by this renewal is September 1, 2020 to August 31, 2021. This software is used by the Legal, Community Development and Finance Departments.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, Director, Information Technology (450-2236)

BUDGET/TIME IMPLICATIONS: Most of these costs are included in the approved 2020 City Budget. The five percent (5%) increase from this vendor, however, is not in the budget. This annual maintenance agreement will be included in the IT Department's ongoing evaluation of support system software costs (most of which are provided through Tyler Technologies) which we are undertaking to determine if we can find economies in the city's overall software fees and support services.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING RENEWAL
TYLER TECHNOLOGIES, INC. MAINTENANCE SUPPORT
-INCODE COURT CASE MANAGEMENT SUITE-**

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

Section 1. That the invoice presented to the Council herewith from Tyler Technologies, Inc. for maintenance support for the Incode Court Case Management Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$39,870.67 on behalf of the City of Decatur for maintenance support for the Incode Court Case Management Suites.

PRESENTED AND ADOPTED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

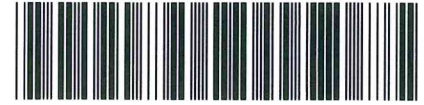


Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-303873	08/01/2020	1 of 1

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523

Ship To: City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - MAIN - MAIN	128668		USD	NET30	08/31/2020

Date	Description	Units	Rate	Extended Price
Contract No.: Decatur, IL				
	Incode Court Case Management Suite	1	36,519.88	36,519.88
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Incode Content/Document Management Suite - Maintenance	1	2,153.47	2,153.47
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	System Software - Maintenance	1	1,197.32	1,197.32
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Laserfiche Interface - Court - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Output Director - Existing Customers -Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Secure Signatures - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Each Signature (scan & Prepare for use) - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Criminal Court Case Management - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Central Cash Collections - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Laserfiche Output Channel - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			
	Code Enforcement - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Sep/2020, End: 31/Aug/2021			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	39,870.67
Sales Tax	0.00
Invoice Total	Page 39,870.67

Police Department

DATE: 8/28/2020

MEMO: 20-10

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police
James Edwards, IT Director

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to PRESIDIO and CDW-G for primary and secondary data storage.

SUMMARY RECOMMENDATION:

Staff recommends that the bid from PRESIDIO totaling \$88,545.88 and the bid from CDW-G totaling \$9,420.52, for a combined total cost of \$97,966.40 be approved.

BACKGROUND: The Decatur Police Department is implementing the use of Body Worn Cameras (BWCs) officers in 2020. The deployment of BWCs will increase the data storage needed to handle the number of videos produced, and to meet the state statute for video retention. It is estimated that 200TB of useable electronic storage space will fulfill the storage needs for 5 years. This request is for 200TB of useable space at the primary storage layer plus 200TB of usable space at the secondary storage layer. This level of redundancy is expected to provide 100% data protection.

PRIOR COUNCIL ACTION: There has been no prior Council action related to this request. The Council previously approved the purchase of BWCs under Council Resolution 2019-194 last December.

POTENTIAL OBJECTIONS: No objections are anticipated. The use of BWCs has broad popular support. The Decatur police union has opposed the deployment of BWCs for over a year, but they recently withdrew their opposition.

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2745, jgetzjr@decaturil.gov; James Edwards, IT Director, 450-2236, jedwards@decaturil.gov; Bradley D. Allen, Police Lieutenant, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

Costs for this request have been budgeted in the 2020 fiscal year.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Staff Report	Backup Material
PRESIDIO bid	Backup Material
CDW-G bid	Backup Material

DATE: 08/28/2020
MEMO: 20-10
TO: The Honorable, Mayor Julie Moore Wolfe
Council Members
FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police
James Edwards, IT Director

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to PRESIDIO and CDW-G for primary and secondary data storage.

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the bid from PRESIDIO totaling \$88,545.88 and the bid from CDW-G totaling \$9,420.52, for a combined total cost of \$97,966.40 be paid.

BACKGROUND: The Decatur Police Department will implement Body Worn Cameras (BWCs) to officers in 2020. The deployment of BWCs will increase the data storage needed to handle the number of videos produced, and to meet the state statute for video retention. It is estimated that 200TB of useable space will fulfill the storage needs for 5 years. This request is for 200TB of useable space at the primary storage layer and 200TB of usable space at the secondary storage layer which will provide 100% data protection.

PRIOR COUNCIL ACTION: There has been no prior Council action related to this request. The Council previously approved the purchase of BWCs under Council Resolution 2019-194.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2745, jgetzjr@decaturil.gov
James Edwards, IT Director, 450-2236, jedwards@decaturil.gov
Bradley D. Allen, Police Lieutenant, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this request has been budgeted in the 2020 fiscal year.

ATTACHMENTS: PRESIDIO bid, CDW-G bid

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING PAYMENT TO PRESIDIO AND CDW-G FOR
PRIMARY AND SECONDARY DATA STORAGE**

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

Section 1. That the bid presented to the City Council herewith with PRESIDIO regarding primary and secondary data storage for the Decatur Police Department be, and the same is hereby, received, placed on file, and approved.

Section 2. That the bid presented to the City Council herewith with CDW-G regarding primary and secondary data storage for the Decatur Police Department be, and the same is hereby, received, placed on file, and approved.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to PRESIDIO in an amount not to exceed \$88,545.88 and to CDW-G in an amount not to exceed \$9,420.52, for a combined total not to exceed \$97,966.40.

PRESENTED, PASSED, APPROVED, AND RECORDED this 8th day of September
2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Lt. Brad Allen
Subject: Council Resolution for Primary and Secondary Data Storage

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the payments to PRESIDIO and CDW-G for primary and secondary data storage needs for the Decatur Police Department BWC project.

BACKGROUND:

The Decatur Police Department will implement Body Worn Cameras (BWCs) to officers in 2020. The deployment of BWCs will increase the data storage needed to handle the number of videos produced, and to meet the state statute for video retention. It is estimated that 200TB of useable space will fulfill the storage needs for 5 years. This request is for 200TB of useable space at the primary storage layer and 200TB of usable space at the secondary storage layer which will provide 100% data protection.

ATTACHMENTS:

Exhibit A – PRESIDIO bid
Exhibit B – CDW-G bid

TO:
 City of Decatur IL
 James Edwards
 1 Gary K Anderson Plaza - 3rd Floor
 Decatur, IL 62523

 jedwards@decaturil.gov
 (p) .

FROM:
 Presidio Networked Solutions Group, LLC
 Tadd Gerst
 401 SW Water St
 Suite 601
 Peoria, IL 61602

 tgerst@presidio.com
 (p) 309.306.7833

BILL TO:
 City of Decatur IL
 Accounts Payable
 1 Gary K Anderson Plaza
 Decatur, IL 62523

 accountspayable@decaturil.gov
 (p) 217-424-2707

SHIP TO:
 City of Decatur
 James Edwards
 1 Gary K Anderson Plaza
 Decatur, IL 62523

 jedwards@decaturil.gov
 (p) .

Customer#: CITY0522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: Storage Expansion Project - Police Dept

#	Part #	Description	Unit Price	Qty	Ext Price
1	E-X5730A-DM-0E-C	Encl,4U-60,DE460C,Empty,2PSU,2325W,DM,0E,-C	\$5,034.99	1	\$5,034.99
2	E-X5720A-0E-C	IOM12,SAS,12Gb,E-Series,0E,-C	\$410.85	2	\$821.70
3	E-X4132A-0E-C	DSK DRV,12TB,7.2k,12Gb,Non-FDE,DE460C,0E,-C	\$511.63	30	\$15,348.90
4	OS-SANTRICITY1-CAP1-0E-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,0E,-C	\$1.65	3600	\$5,940.00
5	X-26004-00-0E-C	Cable,miniSAS HD-miniSAS HD,SAS3,1m,0E,-C	\$46.51	4	\$186.04
6	CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	\$12,020.84	1 for 36 mo(s)	\$12,020.84
7	X6566B-2-R6	Cable,Direct Attach CU SFP+ 10G,2M	\$75.35	4	\$301.40
8	DE460C-EXP	DE460C Exp Shelf,Add-On Model,eCTO	\$0.00	1	\$0.00
9	E-X5730A-AD-C	Encl,4U-60,DE460C,Empty,2PSU,2325W,Add-On,-C	\$7,223.71	1	\$7,223.71
10	E-X5720A-0E-C	IOM12,SAS,12Gb,E-Series,0E,-C	\$589.45	2	\$1,178.90
11	E-X4132A-AD-C	DSK DRV,12TB,7.2k,12Gb,Non-FDE,DE460C,Add,-C	\$954.24	28	\$26,718.72
12	OS-SANTRCTY1-CAP1-AD-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,AD,-C	\$2.73	3360	\$9,172.80
13	X-26004-00-C	Cable,miniSAS HD-miniSAS HD,SAS3,1m,-C	\$88.98	4	\$355.92
14	CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	\$4,241.96	1 for 11 mo(s)	\$4,241.96

	Sub Total:	\$88,545.88
	Grand Total:	\$88,545.88

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

Confidential Information.

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

QUOTE CONFIRMATION



DEAR JIM EDWARDS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPRQ970	8/26/2020	LPRL606	3172900	\$9,420.52

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
APC NetShelter 4 Post Open Frame Rack 44U - 2004 lbs. Mfg. Part#: AR203A UNSPSC: 24102001 Contract: National IPA Technology Solutions (2018011-01)	1	1936563	\$406.40	\$406.40
APC Smart-UPS SRT 5000VA RM UPS Mfg. Part#: SRT5KRMXLT UNSPSC: 26111701 Contract: National IPA Technology Solutions (2018011-01)	2	3565776	\$4,228.51	\$8,457.02
APC 230 V 24 Outlet 10' Cord Power Distribution Unit Mfg. Part#: AP7541 UNSPSC: 39121017 Contract: National IPA Technology Solutions (2018011-01)	2	730516	\$278.55	\$557.10

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
Billing Address: CITY OF DECATUR ATTN: ACCOUNTING DIVISION 1 GARY K ANDERSON PLZ DECATUR, IL 62523-1196 Phone: (217) 424-2762 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$9,420.52
	DELIVER TO Shipping Address: CITY OF DECATUR ATTN: ACCOUNTING DIVISION 1 GARY K ANDERSON PLZ DECATUR, IL 62523-1196 Phone: (217) 424-2762 Shipping Method: UPS Freight LTL, Special Services	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Philippe Stapp	(866) 551-9995 philsta@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Public Works

DATE: 9/3/2020

MEMO: 2020-121

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Approving an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur City Project 2020-06.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to a professional services agreement between the City of Decatur and Clark Dietz Inc. to provide professional engineering services for the City, for a fee not to exceed \$187,670.

BACKGROUND:

The Engineering Division of the Public Works Department has an approved personnel roster that includes 4 engineers (City Engineer, Assistant City Engineer, Civil Engineer II, and Civil Engineer I) and 6 Engineering Technicians (2 Technician III, 3 Technician II, and 1 Technician I). Due to unfilled departures, the City currently has 2 unfilled engineer positions and 2 unfilled engineering technician positions. With the current budgetary concerns facing the City, it is preferable to contract out a portion of the services needed by the Engineering Division on a temporary basis to keep infrastructure projects, operations and other services required by the Public Works Department, on track.

In Addition to the above work, the Department also requires assistance in performing an area sewer study and to review unsewered areas of the City, as requested by the City Council.

Accordingly, the Public Works Department issued a request for proposals to area engineering firms to provide outsourced engineering for all of the different tasks listed in this memo.

Five proposals were received, and 2 firms were interviewed. Clark Dietz Inc. (CDI), from Champaign, Illinois, was determined to be the best firm to provide these services to the City. No local firms applied.

Professional Services Agreement

CDI is to perform 3 major work tasks for the City:

1. Provide various engineering services to cover for the vacant positions in the Engineering Division. This will include public interactions regarding storm drainage or sanitary sewer concerns, performing land development review, performing erosion control inspections, water system inspections and review, providing construction inspection services, etc.
2. Complete a sanitary sewer services study for an unserved areas of the City, particularly those near the Reas Bridge Road/Brush College Road intersection. This area has seen renewed interest in new industrial development. It currently has no sanitary sewer service, which is often a major requirement for new industrial development. This contract will determine the best ways to provide sanitary sewer services to serve likely development in the area. Once this has been determined, CDI will prepare a scope of services and we plan to return this information to Council seeking approval to design and construct all or a portion of the needed sewer improvements.
3. Review the unsewered areas of the City and recommend how to provide sewer services, provide estimated costs and recommend priorities. There are several areas within the City that are currently not being served by sanitary sewers including large areas on the northeast and southeast corners of Mound/Rt.51, and the areas recently annexed to the City. This engineering study will provide neighborhood-by-neighborhood estimates for providing sewer services as part of a long-range plan.

The fee for the services is proposed to be \$187,670. Outsourcing this engineering work will enable the city to post one of its in-house engineers to the Johns Hill infrastructure work next year, without causing other projects to fall behind.

PRIOR COUNCIL ACTION:

There has been no past Council action on this item.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

Clark Dietz Inc.

Legal Review:

The proposed Agreement was approved by the Legal Department on August 25th, 2020.

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed professional services agreement with Clark Dietz Incorporated is for a fee of \$187,670. It is proposed that this fee be shared from the Storm Drainage Fund, the Sanitary Sewer Fund and the Water Fund, generally as estimated below. Since most of the work is sanitary sewer related, the majority of costs will be from the sewer fund. There will be no charges to the General Fund for this work.

	Storm Fund	Sanitary Fund	Water Fund	Totals
Project 1: Various Engineering Services	50%	40%	10%	100%
Project 2: Brush College/Reas Bridge Sewer Study		100%		100%
Project 3: Unserved Sanitary Sewer Areas		100%		100%

Staffing Impact: Staff time is allocated to manage this project.

COPY: Clark Dietz Inc.

ATTACHMENTS:

Description	Type
Resolution Approving an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH
CLARK DIETZ INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO
THE CITY OF DECATUR
CITY PROJECT 2020-06**

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

Section 1. That the Professional Services Agreement to provide Professional Engineering Services to the City of Decatur, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Clark Dietz Inc., 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 Clark Dietz Inc., for a fee not to exceed \$187,670.

PRESENTED and ADOPTED this 8th day of September 2020.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

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 Clark Dietz, 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 City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

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

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

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

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

C. FINAL DESIGN PHASE.

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

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

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

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

D. BIDDING PHASE.

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

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

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

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

E. CONSTRUCTION SURVEY AND LAYOUT PHASE.

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

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

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

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

F. CONSTRUCTION INSPECTION PHASE.

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

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

the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.

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

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

has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation,

core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents

and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

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, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the 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.
9. The Consulting Engineer along with the City shall be identified as an additional insured under the Contractors General Liability insurance policy.

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.
- 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, not developed or licensed by the Consulting Engineer under a separate project. 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 3.1 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 1.1.
- 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 _____, 2020


THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 
Jerald T Payonk, Exec. V.P.

**City of Decatur
Engineering Services and Sewer Studies Project
Clark Dietz - Scope of Work and Fee Estimate
August 2020**

	QAQC Engineer P-7	Principal Charge P-6	Project Manager P-5	Project Engineer P-4	Design Manager T-5	Engr/ Tech T-4	Staff Engineers P-1	Task Total
Project Administration								
Develop a project Work Plan			4					\$ 715.48
Kickoff Meetings (Client and Internal)	2	2	4	4	2	4	2	\$ 2,990.26
Monthly project status reports		2	6					\$ 1,476.22
Subtotal								\$ 5,181.96
Project 1 - Various Engineering Services								
Project Management			20					\$ 3,577.40
In-house Engineering						550		\$ 5,500
Office Support (transportation, structural, survey, municipal)	16	16	40	60	40		80	\$ 500
Assumptions:								
-This estimate assumes an average of 25 hours per week for six months starting on September 15, 2020. Services may be extended per City direction.								
-Clark Dietz's in-house engineer will be provided with a City of Decatur workstation with necessary computer accommodations.								
-Mileage to/from the City of Decatur will not be charged, but standard mileage or daily vehicle rate of \$25/day will be invoiced as it relates to the scope of services.								
-Use of Clark Dietz's survey equipment will be an additional expense. Depending on survey needs, a second Clark Dietz engineer may be required at additional hours.								
-Depending on the task, the in-house engineer may require support from other Clark Dietz engineers (code compliance, hydraulic calculations, infrastructure assessments, etc.). If required, office support staff will be charged per the schedule of direct labor rates. An assumed amount of office hours is included for budgetary purposes. Actual hours may differ, depending on the office support required.								
Subtotal								\$101,359.10

City of Decatur
Engineering Services and Sewer Studies Project
Clark Dietz - Scope of Work and Fee Estimate
August 2020

Exhibit A

	QAQC Engineer P-7	Principal Charge P-6	Project Manager P-5	Project Engineer P-4	Design Manager T-5	Engr/ Tech T-4	Staff Engineers P-1	Task Total
Project 2 - Brush College/Reas Bridge Road Area Sewer Study								
<u>Information Gathering</u>								
Kickoff Meeting			4	4			4	\$ 150 \$ 1,818.42
Obtain and review potential service area				2			4	\$ 659.37
Obtain and review potential land uses with Decatur and any available planning or zoning documents				2			4	\$ 659.37
Obtain and review topographic data				1			4	\$ 512.59
Obtain and review existing sanitary sewer maps, sewer flow rates (if available), and design capacities of sewers near the proposed project area			1	1			8	\$ 1,057.26
Survey pickup of possible sanitary sewer manhole connection points for grade and inverts						8	16	\$ 150 \$ 2,431.60
<u>Preliminary Assessment</u>								
Prepare a map and schematic diagram showing:								
1) topography,			2	8			20	\$ 3,361.02
2) adjacent sewers their design capacity and existing average and peak flows								
3) potential developments and their flow contributions								
Calculate probable sewer flow rates based on service area and land use. Assume 4 potential alignments will be reviewed. Preliminary SewerCAD models will be prepared for each alternative.			2	8			40	\$ 5,190.02
Preliminary QAQC	4							\$ 806.00
Discuss findings with City			2	2			4	\$ 150 \$ 1,167.11
<u>Report Preparation</u>								
Prepare final maps per discussions with the City				2			8	\$ 1,025.17
Prepare an estimate of probable costs				2			4	\$ 659.37
Prepare a report that summarizes existing information, survey findings, land use analysis, preliminary calculations, recommendations, and			2	4			16	\$ 2,408.08
Final QAQC	4							\$ 806.00
Meet with City to discuss report, update per City's review.			4	2			8	\$ 150 \$ 1,890.65
Subtotal								\$ 24,452.02

City of Decatur
Engineering Services and Sewer Studies Project
Clark Dietz - Scope of Work and Fee Estimate
August 2020

Exhibit A

	QAQC Engineer P-7	Principal Charge P-6	Project Manager P-5	Project Engineer P-4	Design Manager T-5	Engr/ Tech T-4	Staff Engineers P-1	Task Total
Project 3 - Areas of the City Not Served by Sanitary Sewers								
<u>Information Gathering</u>								
Kickoff Meeting			4	4			2	\$ 150 \$ 1,635.52
Obtain and review City's unsewered area list				4			8	\$ 1,318.74
Obtain and review topographic data				2			4	\$ 659.37
Obtain and review Macon County/Decatur Comprehensive and 5-Year				4			4	\$ 952.94
Obtain and review existing sanitary sewer maps, sewer flow rates (if available), and design capacities of sewers near the proposed project area			1	20			8	\$ 3,846.17
<u>Preliminary Assessment</u>								
Determine if any areas need to be added to the unsewered area list				4				\$ 587.14
Determine a methodology to prioritize the unsewered areas list			1	16				\$ 2,527.43
Estimate design capacities and ability to handle additional capacity for sewers adjacent to unsewered areas			2	40			40	\$ 9,887.14
Survey pickup of possible sanitary sewer manhole connection points for grade and inverts.						32	80	\$ 900 \$ 11,489.60
Develop table showing:								
1) unsewered area's potential flow rate			4	32			24	\$ 7,607.40
2) likelihood of future development (near-, mid-, and far-term)								
3) feasibility of connecting to existing adjacent sewers								
Preliminary QAQC	4							\$ 806.00
Discuss findings with City			2	4				\$ 150 \$ 1,094.88
<u>Report Preparation</u>								
Prepare final maps and tables per discussions with the City				20			12	\$ 4,033.10
Prepare an estimate of probable costs				4			8	\$ 1,318.74
Prepare a report that summarizes existing information, survey findings, land use analysis, preliminary calculations, recommendations, probable costs, and funding options.			4	24			16	\$ 5,701.52
Final QAQC	4							\$ 806.00
Meet with City to discuss report, update per City's review.			4	8			4	\$ 150 \$ 2,405.56
Subtotal								\$ 56,677.25
TOTAL HOURS	34	20	113	288	42	594	432	
Est. Direct Labor \$/hr	\$65.00	\$65.00	\$57.70	\$47.35	\$46.70	\$33.00	\$29.50	
Multiplier	3.1							
TOTAL FEE	\$6,851	\$4,030	\$20,212	\$42,274	\$6,080	\$60,766	\$39,506	\$ 7,950
								\$187,670



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

City of Decatur**Project: Engineering Services and Sewer Studies Project****Clark Dietz - Expected Project Timeline**

Notice to Proceed	September 9, 2020
Project 1 – Various Engineering Services	
Start Week of	September 14, 2020
End Week of	February 10, 2020*
Project 2 – Brush College/Reas Bridge Road Area Sewer Study	
Obtain and Review data from City, Meeting with City and Sanitary District	September 2020
Preliminary Assessment and discussion of findings with City	October 2020
Report Preparation	November 2020
Project Completion	December 2020
Project 3 – Unsewered Area Study	
Obtain and Review data from City, Meeting with City and Sanitary District	September 2020
Preliminary Assessment and discussion of findings with City	October – November 2020
Report Preparation	December 2020
Project Completion	January 2021

* Deadline may be extended by a mutually agreed Change Order to this Agreement.



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:

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

Recommended _____
Public Works Director

_____ Date

Approved _____
Mayor

Attested _____
City Clerk

_____ Date

_____ Date



CERTIFICATE OF LIABILITY INSURANCE

Exhibit E

DATE (MM/DD/YYYY)
08/28/2020

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito / Rachel Stein PHONE (A/C, No. Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com	FAX (A/C, No): 866-501-3945														
INSURED Clark Dietz, Inc. 125 West Church Street Champaign, IL 61820		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TWIN CITY FIRE INS CO CO</td> <td>29459</td> </tr> <tr> <td>INSURER B: HARTFORD ACCIDENT & IND CO</td> <td>22357</td> </tr> <tr> <td>INSURER C: SENTINEL INS CO LTD</td> <td>11000</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: TWIN CITY FIRE INS CO CO	29459	INSURER B: HARTFORD ACCIDENT & IND CO	22357	INSURER C: SENTINEL INS CO LTD	11000	INSURER D: XL SPECIALTY INS CO	37885	INSURER E:		INSURER F:	
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INSURER D: XL SPECIALTY INS CO	37885																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 60081731

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			83SBWAC5936	11/01/19	11/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			83UEGVZV4783	11/01/19	11/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBWAC5936	11/01/19	11/01/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	83WEGAA6ZXX	11/01/19	11/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made			DPR9950565	11/01/19	11/01/20	Each Claim 5,000,000 Aggregate 5,000,000

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

Project: Engineering Services and Sewer Studies Project

The City of Decatur and its officers and employees are named as additional insureds as it pertains to the General Liability Insurance policy on a primary and non-contributory basis. A 30-day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
---	---

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ACORD 25 (2016/03)
ar064004
60081731

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E-1

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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 Champaign)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Clark Dietz, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

- Corporation (if a Corporation, complete B)
- Partnership (if a Partnership, complete C)
- Limited Liability Corporation (if an LLC, complete C)
- Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-1212051.

B. **CORPORATION**

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois: <u>John I. Boldt</u> Name <u>125 W. Church Street</u> Address <u>Champaign, IL 61820</u> City, State, Zip <u>217-373-8900</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: See attached
 Vice President: See attached
 Secretary: See attached

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


Jerald T. Payonk

Printed Name

Executive Vice President

Title

SUBSCRIBED and SWORN to before me this 28th day of August, 2020.



Notary Public



Type text here

Clark Dietz Officers and Directors

Friday, August 28, 2020

7:11:16 AM

Clark Dietz, Inc.

Full Name	Corporate Title	Office Location
Board of Directors: No		
Mr. John M Farrar PLS	Vice President	Indianapolis
Mr. Michael D Farrar	Vice President	Indianapolis
Mr. Chester F Kochan PE	Vice President	Oakbrook Terrace
Mr. Hans J Peterson PE	Senior Vice President	Indianapolis
Mr. Allen J Staron PE, M ASCE	Senior Vice President	Oakbrook Terrace
Board of Directors: Yes		
Mr. John I Boldt PE	Chairman of the Board	Kenosha
Mr. Charles E Craddock PE	President / Chief Executive Officer	Champaign
Mr. Wesley E Christmas PE, ENV SP	Senior Vice President / Treasurer	New Albany
Mr. Mustafa Z Emir PhD, PE	Senior Vice President / Secretary	Milwaukee
Mr. Jon B Howaniec SHRM-CP	Vice President	Chicago
Mr. Kevin M Hetrick PE		Indianapolis
Ms. Stacie L Dovalovsky PE	Vice President	Oakbrook Terrace
Mr. Jerald T Payonk PE	Executive Vice President	Champaign
Mrs. Tonia S Westphal PE, LEED AP		Wausau
Mr. Sean M Widener PE, PTOE	Vice President	Champaign

SCHEDULE OF DIRECT LABOR RATES

CLARK DIETZ, INC.

January 1, 2020

<u>TITLE</u>	<u>HOURLY RATE RANGE</u>	
Principal	\$100.00	\$100.00
Engineer 8	81.00	93.50
Engineer 7	51.75	74.00
Engineer 6	51.00	65.00
Engineer 5	46.50	57.70
Engineer 4	40.50	47.35
Engineer 3	36.00	42.75
Engineer 2	30.75	34.25
Engineer 1	28.50	30.50
Technician 5	42.60	49.50
Technician 4	32.35	42.80
Technician 3	29.50	39.25
Technician 2	25.00	29.00
Technician 1	22.50	22.50
Clerical	16.50	39.65

Notes:

This schedule covers most of our employees. Some changes in job titles and salaries may occur due to employee changes. The rates in this schedule will be reviewed and adjusted as necessary, but not sooner than six months after the date of this schedule. Rates are the actual salaries or wages paid to employees of Clark Dietz.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET			
Project:			
<i>(Consulting Engineer Name & Address)</i>		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: _____

Public Works

DATE: 9/3/2020

MEMO: 2020-122

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing City of Decatur Supplement #1 to the Professional Engineering Services Agreement Between the City of Decatur and AECOM for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33. Section 09-00933-01-BR.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest. The City Resolution authorizing Supplement #1 to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) is for the entire project scope and design, as discussed on August 31 for the Brush College Road / Faries Parkway railroad grade separation project. The supplemental fee is \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program (\$2,400,000) and the Grade Crossing Protection Fund (\$950,000). As discussed at the August 31 study session, funding for the remainder (\$575,745) is expected to come from additional allocations from the State's Freight Program and the State/Federal Grade Crossing Protection Fund. Although the State has indicated a willingness to provide this funding, it has not yet been finalized, nor has the exact amount been determined. Finalizing this decision will likely take several months, and staff does not wish to put the design engineering on-hold in the meantime, as it will disrupt plans for a Spring project letting. It may be necessary to pay for portions of the design engineering that are not funded by the State/Federal governments from local Motor Fuel Tax Funds, (Section 09-00933-01-BR), but this will be reconciled and authorized at a later date.

BACKGROUND:

On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project. On November 20, 2017, the Illinois Commerce Commission informed the City that \$12 million in Grade Crossing Protection Funds had been programmed for the construction of the Brush College Grade Separation. On January 21, 2020, the Commission approved the release of \$2,950,000 of the \$12 million to fund engineering design

services and utility relocation costs for the project.

On October 1, 2018, the City Council approved a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667. This fee is being fully reimbursed by the awarded Freight Funds and Illinois Grade Crossing Protection Funds.

The Project has progressed to the 60% design phase and is working toward a 95% design being completed in late September or early October. The 60% plans allowed a more accurate project estimate to be prepared which pegged the estimated project construction costs to be \$42.48 million. This is a 67% increase over the estimate based on the initial project estimate based on the original 2013 preliminary estimate which was \$25.35 million. The result is a \$17.1 million funding gap which was discussed with the Council in a study session held on August 31st, 2020.

Amendment #1 to the Design Agreement

The current contract value for AECOM's design agreement with the City is \$3,349,667. Supplement #1 for \$576,078 represents a 17% increase in the fee. Reasons for the requested fee increase include the following:

1. An additional 540' of roadway was added to the south end of the project.
2. Additional retaining wall designs are required with more stringent requirements.
3. The decision was also made to design the retaining walls to use increased seismic requirements for the retaining walls and the structure.
4. Unforeseen complex drainage issues that presented themselves as the design progressed. The project was originally designed to run from Faries Parkway to William Street. Carving the project into thirds also carved the drainage into thirds meaning that drainage that was originally planned to go way south, needed to be handled within the new project limits. This resulted in some more extensive design work than was originally intended.
5. Increased permit requirements with the railroads.

The City has approached IDOT and the Illinois Commerce Commission to use Grade Crossing Protection Funds to cover the added \$576,078 design cost. If approved, this will be brought back to Council as an amendment to the City-State joint agreement.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: AECOM, Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Design work is over 60% complete. The design is to be completed for an early 2021 IDOT project letting. Construction is planned to begin spring or early summer of 2021.

BUDGET IMPLICATIONS:

Budget Impact: Amendment #1 to the design agreement is proposed to be from the City's allocation of State Motor Fuel Tax Funds. The City has approached IDOT and the Illinois Commerce Commission to use Grade Crossing Protection Funds to cover this added design cost.

Staffing Impact: Staff time is allocated to manage this project.

ATTACHMENTS:

Description	Type
Resolution Authorizing City of Decatur Supplement #1 to the Professional Engineering Services Agreement between the City of Decatur and AECOM	Resolution Letter
Appendix A	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CITY OF DECATUR SUPPLEMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DECATUR AND AECOM FOR DESIGN SERVICES FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD TRACKS,
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That Supplement #1 to the Professional Services Agreement between AECOM and the City of Decatur, Illinois, for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, attached hereto as Exhibit 1, be authorized in the amount not to exceed \$576,078.00.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Supplement #1 to the Professional Services Agreement between the City of Decatur, Illinois and AECOM.

Section 4. That the changes in the above-described agreements are germane to said agreement, as signed, and the change order is in the best interest of the City of Decatur and is authorized by law.

Section 5. The Director of Public Works certifies that the circumstances said to necessitate the change order were not reasonably foreseeable at the time the agreement was signed.

PRESENTED and ADOPTED this 8th day of September 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

SUPPLEMENT

Date: 8/21/20 Project: Brush College Road Overpass Faries Parkway & NS RR
Request No. 1 Final Project Number: 2009-33
Consulting
Engineer: AECOM Technical Service, Inc
Address: 345 East Ash Ave
Decatur, IL 62526

I recommend that an addition of \$ 576,078.00 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	\$	<u>3,349,667.00</u>
Amount of previous change orders	\$	<u>0.00</u>
Amount of current change order	\$	<u>546,078.00</u>
Amount of adjusted/final contract	\$	<u>3,925,745</u>

addition
Total net deduction to date \$ 576,078.00 which is 17.2 % of Contract Price

State fully the nature and reason for the change order See Detailed Additional Scope of Services attached

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:

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

Recommended _____
Public Works Director Date

Approved _____
Mayor Date
Attested _____
City Clerk Date

Exhibit A - Supplement 1

**Detailed Additional Scope of Services
Brush College Road at Norfolk Southern Railroad and Faries Parkway
Phase II Engineering Services
By AECOM Technical Services, Inc.
For Decatur Illinois
August 21, 2020**

General

This document serves as the scope of additional work for the preparation of an update to the Phase I Combined Design Report and Phase II Engineering Services for an overpass carrying Brush College Road over the Norfolk Southern Railroad and Faries Parkway in Decatur, Illinois. This is the basis for the supplemental agreement number one with the City of Decatur, Illinois. The scope of work has been broken down into the following task to match the Prime agreement:

Task 00100	Survey and Field Work
Task 00200	Phase I Update – VE CR ABC
Task 00300	Reports
Task 00400	Phase II Design - Plans Special Provisions and Estimates
Task 00500	City and Stakeholder Coordination
Task 00600	Project Management
Task 00700	QA/QC ITR

Project Understanding and Additional Scope of Services

It is our understanding that a Phase I Combined Design Report Section 09-00933-00-BR was prepared dated March 2015 for Brush College Roadway from just South of Williams Street to just north of Faries Parkway including two overpasses over Norfolk Southern Railroad. The project was broken into three constructible segments. Segment Three included an overpass over Faries Parkway and Norfolk Southern Railroad at the intersection of Faries Parkway. Funding for this third segment was obtained. As segment two, an overpass over the Norfolk Southern Railroad Yard, has yet to be constructed modifications to the Phase I design was required for the third segment to tie into the existing geometry of Brush College Roadway south of Faries Parkway. Coordination meetings and Value Engineering and Constructability Reviews lead to additional agreed upon modifications to the Phase I design. Additional scope of service items were determined through the design process and coordination with the City, D7 and IC RR. These additional scope items are further described below.

Roadway Reconstruction Limits

It was anticipated that the project limits would extend from station 50+00 just south of Olive Street to station 78+00 just north of Harrison Street. The project limits will now require extension south to the existing NS RR viaduct on Brush College Road (BCR). The new project limit south is station 46+59.44 and work will require tying into the existing RR viaduct as the previous south limit on BCR was station 50+00.

Task 00100 Survey and Field Work

Geotechnical Soil Borings- field work

Railroad Permit Soil Geotechnical Borings and Report (PGR) for Utility Crossing Permits

Additional Geotech soil borings and signed reports by the Geotechnical Soil Boring subconsultant are now required under the new RR Utility Crossings Permit applications. Original scope of work did not include any soil borings or Geotech reports that are now required for the water mains, sanitary sewer and storm sewer crossings for the IC RR and NS RR involved. A current download of the Railroad Utility Crossing Permit now shows that a Permit Geotechnical Report (PGR) is required with each application. SKS has been used

Exhibit A - Supplement 1

for the SGR soil borings. Additional cost are presented for this field work and report preparation work by SKS.

Task 00200 Phase I Update – VE CR ABC

Phase I update Roadway and Structures

Roadway Geometry

The original roadway geometry update was to include horizontal geometry tie in between the existing and proposed improvements of Brush College Road near the existing Norfolk Southern Railyard overpass. The previous south limit on BCR was station 50+00. This included profile modifications to tie into the existing underpass profile grade at approximately this station 50+00. During current design the limits had to be extended to the underpass about 340 feet. The new project limit south is station 46+59.44 and work will require tying into the existing RR viaduct.

The IDS modifications in our current scope of work only included minor rework for the south tie in up to station 50+00 to be completed and submitted for D7 review. Through the Optimize Current Design task a shift in alignment was determined to be most beneficial for the project in saving construction cost on the bridge over the NS RR where a four-span structure was reduced to a two-span structure. This required more extensive rework of the IDS for IDOT review. During the review IDOT had additional comments on other legs of the roadway network which were previously approved in the phase I IDS process. This required additional IDS rework to gain approval.

Multiple typical sections had to be developed for the sideroads to stay within existing ROW. Open ditch and curb and gutter sections were developed and reviewed to determine appropriate use by locations on the sideroads.

With the extension south and added structural items (Cut Wall, L-Wall, and Structural Barrier) additional roadway support was used for providing wall profiles, typical sections, cross sections for design purposes, and design coordination.

After 60% plan estimates were prepared efforts were completed towards cost saving measures on the project including possible elimination of the ICRR track shift.

Additional hours are presented for IDS work, Typical section development, Horizontal and Vertical Geometry, Cross Section support and Cost Saving Measures.

Revise Type, Size and Location (TSL) Plans

Extension of the southern limit of the project required a cut wall TS&L be prepared. Quigg Engineering was assigned this work. The current project scope of work did not include walls other than MSE walls. Quigg Engineering was able to complete this scope change under the current hours assigned to them for TS&L work. No additional hours are presented for QEI TS&L work.

WHKS is requesting hours for changes from MSE to Precast Modular Wall for the TS&L drawings and quantities on Wall 003. Additional hours are presented for WHKS TS&L work.

Exhibit A - Supplement 1

Task 00300 Reports

Geotechnical Investigation

Update Soil Geotechnical Report (SGR) for LRFD

Original scope of work included review of the SGR report prepared in Phase I and update with the latest IDOT Geotechnical Manual. The report needed to be updated for the Seismic parameters and the driven H-pile lengths to conform to the latest guidelines. This original scope included using the previously prepared Soil Geotechnical Reports (SGR) for the proposed structures prepared with the Phase I design as the basis for the update. It was assumed that the Seismic Zone 1 basis in the Phase I report would not change when updating to the new LRFD requirements. During the update process additional work was required for Seismic Zone 2 analysis and settlement issues for RR concern with the alignment shifted closer to the IC RR. Additional clay consolidation calculation were requested by structural designers based on the new soil boring data. An additional text section to the SGR on temporary soil retention systems was added at the request of structural designers. The timing of the soil boring field work due to weather and preparation of the TS&Ls for submittal to the Bridge office to keep the project on schedule did not coincide. Some extra effort was used to prepare a Draft SGR for submittal with the TS&Ls in early February and the Draft SGR was later finalized when the soil borings and lab work were complete. Also, an analysis of the soldier pile cut wall on the south end of BCR was added to the report. Additional hours are presented for SGR work.

Drainage Memorandum

During preparation of the Drainage Memorandum it was determined that the existing storm sewer system along East Harrison east leg is undersized. This section of storm sewer was not within the current project limits. It was determined that an update to this section of storm sewer would be beneficial to the project and to include this work in the project. WHKS has been assigned the drainage design and memorandum work and will add this section of storm sewer. Additional cost by WHKS are presented for Drainage Design work under the Drainage Modeling, Analysis and Study-Proposed.

Task 00400 Phase II Design - Plans Special Provisions and Estimates

Roadway Design (only item 5, 6, and 14 from original scope shown here for additional scope discussion)

5. Establish final roadway geometry at "tie-in" points at ends of project. Additional 340 feet length of roadway and tie in work was added to southern limit on Brush College Road.
6. Revise Phase I profiles to match beginning and ending points of the project. Additional 340 feet length of roadway and tie in work was added to southern limit on Brush College Road.
14. Additional reconstruction is required on East Harrison east leg for the added storm sewer improvements. Additional plan preparation and quantity work is necessary for removal and proposed roadway repair work.

Additional work is required for the ADM dirt pile that did not exist in Phase I. Coordination with WHKS on options that may require barrier walls to stay inside of approved ROW. Coordination with IDOT will be required to extend limits to remove the existing dirt pile possibly with a temporary easement with ADM to eliminate the need for the barrier walls.

Additional hours are presented for Phase II Roadway Design work.

Structural Design

The overpass structure will be designed in accordance with the latest AASHTO LRFD Bridge Design Specifications, the Illinois Department of Transportation (IDOT) Bridge Manual, and the Norfolk Southern Public Projects Manual.

Exhibit A - Supplement 1

Overpass Design – Superstructure and substructure

Perform design of all elements of superstructure and substructures, including deep foundation elements. From the current SGR, it is anticipated that steel H piles will be utilized for the deep foundations.

Seismic Analysis and Design of Brush College Road over Faries & NS RR. The Seismic Zone for the overpass has changed from Zone 1 to Zone 2 during updates to the SGR. Both the PH I TSL and the PH I Geotech report indicated Seismic Performance Zone 1 - Revised SGR calls for Seismic Performance Zone 2. Bridge design scope was based on SPZ1. This requires additional design and analysis by the structures group for Zone 2.

1. 3-D Finite Element modeling of the bridge for Seismic Analysis
2. Superstructure Analysis and Design - End Cross Frame Design
3. Superstructure Analysis and Design - Bearing Design
4. Substructure Design - Abutment design and lateral load analysis and design of piles
5. Substructure Design - Pier Design and lateral load analysis and design of piles

Additional hours are presented for Phase II BCR Structure Design, Plan and Quantity work.

Exclusions from the Bridge and Wall Structural Scope of Work:

In the original scope all approach walls were anticipated to be MSE wall types, and no cast-in-place walls were anticipated. Design and details for any temporary shoring/support was not part of this scope. MSE walls – Local and Global stability calculations will be performed by the MSE wall manufacturer.

Extension of the southern limit of the project on BCR now requires design of a cut wall. QEI has been assigned this PH II design and PS&E preparation for this cut wall. Additional hours and QEI subconsultant cost are presented for this cut wall design and plan preparation work.

Miscellaneous Structure Design

Additional Miscellaneous Structure Designs are required as the project limit extended south to the NS Yard Viaduct.

Modification to Existing RR Pier to incorporate Single Slope Barrier - Total Wall length - 50 Ft

1. Data Collection
2. Review of Structural adequacy of existing pier footing
3. Structural Plans and Specifications - General Plan and Details
4. Single Slope barrier Details and Bill of Material

Proposed Retaining Wall supporting roadway fill and extend above roadway to serve as single slope barrier - Total Wall Length - 150 Ft

1. Geotechnical analysis and recommendations
2. Proposed Retaining Wall Design
3. Structural Plans and Specifications - General Plan and Elevation
4. Structural Plans and Specifications - General Notes and Bill of Material
5. Structural Plans and Specifications - Wall Plan and Elevation
6. Structural Plans and Specifications - Wall Cross Sections, Details & Bill of Material

Cast in Place Barrier and Anchorage Slab Design and Details - Total Length 310 Ft - (from north end of proposed retaining wall to south end of proposed MSE wall along IC RR

1. Geotechnical analysis and recommendations
2. Proposed Anchorage Slab Design
3. Structural Plans and Specifications - General Plan and Elevation

Exhibit A - Supplement 1

4. Structural Plans and Specifications - General Notes and Bill of Material
5. Structural Plans and Specifications – Anchorage Slab and Barrier Plan and Elevation
6. Structural Plans and Specifications - Cross Sections, Details & Bill of Material

WHKS excluded structural design and plan preparation in the original scope of work for drainage junction chambers. Without a phase I drainage study it was unknown if junction chambers would be required. As design progressed the following design effort and drainage structures are required.

1. Phase II Structural Design of Junction Chambers and Plan Development (4 locations)
 - Review design loads and design criteria.
 - Coordinate preliminary design layout with proposed storm sewer
 - Design and Check Junction Chamber.
 - Prepare structure sheets: GPE, General Notes and Bill of Materials, Chamber Wall Sections and Details and Miscellaneous Detail Sheets.
 - Coordinate pay items for completion of Special Provisions and Checksheets.
 - Coordinate pay items for completion of Estimate of Time and Estimate of Cost.
 - Prepare quantity calculations for Junction Chamber pay items.

Box Structure: STA 69+78.78 L25.58'

- 48" RCP (N)
- 36" RCP (N)
- 15" RCP (W)
- 36" RCP (S)
- 48" RCP (E)

Box Structure: STA 69+80+28 R70.26'

- 48" RCP (W)
- 15" RCP (E)
- 60"x38" RCP (E)

Box Structure: STA 708+15.73 R13.77'

- 60"x38" RCP (NE)
- 42" RCP (W)
- 42" RCP (SE)

Box Structure: STA 68+72.68 R0.8'

- 12" RCP (W)
- 12" RCP (S)
- 12" RCP (E)
- 15" RCP (NE)

Additional hours are presented for Phase II BCR Miscellaneous Structure Design, Plan and Quantity work.

Drainage Design

Drainage Modeling, Analysis and Study-Existing

AECOM analyzed the existing 72" culvert under Faries Parkway to present findings to the city. Additional hours are presented for Study of Existing drainage culvert work.

Exhibit A - Supplement 1

Drainage Modeling, Analysis and Study-Proposed

During preparation of the Drainage Memorandum it was determined that the existing storm sewer system along East Harrison east leg is undersized. This section of storm sewer was not within the current project limits. It was determined that an update to this section of storm sewer would be beneficial to the project and to include this work in the project. WHKS has been assigned the drainage design and memorandum work and will add this section of storm sewer. Finalize drainage calculations for new section along East Harrison. Additional cost by WHKS are presented for Drainage Design work.

Utility Coordination (only item 10f, 11h, and 13c from original scope shown here for additional scope discussion)

10. Coordination with Norfolk Southern

- f. Prepare and submit bore and jack application with fee and plans to Norfolk Southern (nspipeandwire.com). It is assumed the City will enter into the permanent agreements and pay the required fees when the applications are submitted. NS has increased the permit process requirements. It now requires additional items be submitted with the application. Additional hours are presented for NS RR permit preparation work. Additional Geotechnical field and report work not presented at this time until further discussions with City and Geotechnical subconsultant.

11. Coordination with (IC RR)

- h. Prepare and submit bore and jack application with fee and plans to (IC RR). It is assumed the City will enter into the permanent agreements and pay the required fees when the applications are submitted. IC RR (CN) has increased the permit process requirements. It now requires additional items be submitted with the application. Additional hours are presented for IC RR permit preparation work. Additional Geotechnical field and report work not presented at this time until further discussions with City and Geotechnical subconsultant.

13. Coordination with City of Decatur

- c. Prepare Water Line Relocation Plans and IEPA Permits. Additional water main relocation not identified in Phase I was determined through coordination with the structural group at the center pier location on Faries Parkway. Additional hours are presented for Phase II watermain design and relocation plan and quantity work.

Assumptions made for Water and Sanitary Sewer Relocation: (only items 1, 7, 8, and 9 from original scope shown here for additional scope discussion)

1. The original hours and fee estimate proposal was based on the relocation of approximately 2,000 feet each of 24" and 16" water mains (4,000 feet total) and approximately 1,000 LF of sanitary sewer. These two lines were the ones running north south on Brush College Road. The east west line on Faries Parkway was not identified as in conflict with the bridge pier in Phase I document used for original scope and manhour preparation. See Utility Coordination City Decatur above. This relocation will involve a new utility crossing under the IC RR as the existing crossing location cannot be used. See Utility Coordination IC RR above.
7. Any soil borings or Geotech reports required for the water main design and/or the railroads involved are not included at this time in the original proposal. A current download of the Railroad Utility Crossing Permit now requires a Geotechnical Report (PGR). See Utility Coordination NS and IC RR above. Additional Geotechnical field and report work not presented at this time until further discussions with City and Geotechnical subconsultant.
8. The original scope proposal does not include providing any of the possible permitting requirements by railroads such as dewatering plan/vibration monitoring/shoring plan/settlement monitoring, etc. A current download of the Railroad Utility Crossing Permit now requires a Dewatering Plan, a Vibration Monitoring Plan, and a Settlement Monitoring Plan. See Utility Coordination NS and IC RR above.

Exhibit A - Supplement 1

9. The original scope proposal does not include any structural hours that may be required for shoring or earth retention systems that may be required for the water main relocation. Structural hours may be required as final location is set, and design started. At this time no additional scope of work or hours are requested.

Concerns with Phase I utility relocations layout as shown:

The close proximity of railroad tracks in some areas of the proposed preliminary water main relocation alignment is a cause for concern. Preliminary investigation of the requirements of the two railroads involved indicate that temporary and/or permanent shoring may be required to prevent movement of the tracks. As mentioned above in Notes 8 and 9, the proposal does not include hours to address the possible structural design and specialized permitting requirements of the railroads involved. The design of the structural elements required can be done by the Contractor during the permitting and construction approval process between the contractor and the railroad. Through design optimization the watermain has been moved away from the IC RR tracks. As design progresses some temporary shoring may be required for the perpendicular crossings of the IC RR for the watermain and the sanitary sewer. At this time no additional scope of work or hours are requested.

CN Railroad Track Realignment

Railroad track realignment is required for approximately 1000 feet of the CN Railroad just north of Faries Parkway along the west side of Brush College Road. Hours in the original scope of work were for presentation of the Phase I design to the IC RR for their use in realigning the tracks. See new task IC RR Reconstruction PS&E.

IC RR Reconstruction PS&E

At the request of the IC RR and the City, AECOM will prepare IC RR track realignment design. Some items in the design will be included in the City construction package. While details are being worked out in the City / IC RR Agreement it is our understanding that AECOM is to prepare the realignment design and City Contractor plans to consist of everything up to the sub ballast. The IC RR will utilize the design prepared and bill of materials of outstanding items for ballast and trackwork, signal system warning lights and gates, and crossing surfaces construction with either their own forces or an IC RR Contractor. A warning lights and gates layout will be prepared by AECOM with the Geometry of the roadway for IC RR use with the signaling design department. Additional hours are presented for Phase II IC RR Reconstruction design and plan and quantity work.

IC RR did not fully commit to design in Phase I and it is also requiring additional coordination to gain approvals.

Prepare Roadway Plans (only items 10, 11, 13, 14, 16, 17, 18, 19, 20, 21, 23, 29, 30, and 31 from original scope shown here for additional scope discussion)

10. Prepare Removal Plans. Additional coverage at South BCR extension limits. Additional coverage on East Harrison east leg.
11. Prepare Roadway Plan and Profile Sheets. Additional coverage at South BCR extension limits. Additional coverage on East Harrison east leg. Additional Roadway details will need to be developed for the guardrail tie into the existing railing, transitions between the different barriers and walls along south west side, and gutter transitions at the south limits.
13. Prepare Drainage Schedule. Additional coverage at South BCR extension limits. Additional coverage on East Harrison east leg.
14. Prepare Drainage Plan and Profile Sheets. Additional coverage at South BCR extension limits. Additional coverage on East Harrison east leg.
16. Prepare miscellaneous Drainage Details. Additional coverage on East Harrison east leg.

Exhibit A - Supplement 1

17. Prepare Utility Plan and Profile Sheets. Additional coverage at South BCR extension limits. Additional coverage on East Harrison east leg.
18. Prepare water main relocation and bore and jack permits. Additional location on Faries Parkway. Additional requirements in the new IC RR and NS permits. Covered above in Utility Coordination NS and IC RR.
19. Prepare sanitary sewer relocation and bore and jack permits. Additional requirements in the new IC RR permit. Covered above in Utility Coordination IC RR. Covered above in Utility Coordination IC RR.
20. Prepare Miscellaneous Utility Details. Additional location on Faries Parkway.
21. Prepare Water Main Relocation Plan and Profile Sheets. Additional location on Faries Parkway.
23. Prepare Water Main Detail Sheets. Additional location on Faries Parkway.
29. Prepare Soil Boring Key Map Sheet. Additional requirements in the new IC RR permit.
30. Prepare Soil Boring Log Sheets. Additional requirements in the new IC RR permit.
31. Prepare Cross Sections Sheets. Additional coverage at South BCR extension limits. Additional coverage on East Harrison east leg.

Additional hours are presented for Phase II Roadway and Drainage PS&E work for AECOM and WHKS.

Task 00600 Project Mangement

Project Management task will include management of staff, schedules and deliverables and include internal meetings between team members including sub consultants on the additional scope items. Additional hours are presented for Project Management work for AECOM WHKS and QEI.

Task 00700 QA/QC ITR

Prior to making submittals, independent technical reviews (QA reviews) will be made of deliverables of the additional scope items. Additional hours are presented for QA/QC ITR work for AECOM WHKS and QEI.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME AECOM Technical Services, Inc.
 PRIME/SUPPLEMENT Supplement 1
 Prepared By SMK

DATE 08/21/20
 PTB-ITEM#

CONTRACT TERM 12 MONTHS
 START DATE 6/1/2020
 RAISE DATE 1/1/2021
 END DATE 5/31/2021

OVERHEAD RATE 131.94%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	6/1/2020	1/1/2021	7	58.33%
1	1/2/2021	6/1/2021	5	42.92%

The total escalation = 1.25%

PAYROLL RATES

FIRM NAME AECOM Technical Services, Inc. DATE 08/21/20
 PRIME/SUPPLEMENT Supplement 1
 PTB-ITEM # _____

ESCALATION FACTOR 1.25%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$70.88
Project Manager	\$68.63	\$69.49
Technical Specialist	\$68.94	\$69.80
Project Engineer	\$58.43	\$59.16
Senior Engineer	\$65.15	\$65.96
Engineer	\$41.13	\$41.64
Surveyor	\$37.72	\$38.19
Engineering Tech	\$42.56	\$43.09
PM Support / Project Controls	\$42.21	\$42.74
Administrative Assistant	\$29.18	\$29.54

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Local Roads
Prepared By: Consultant

FIRM AECOM Technical Services, Inc.
PTB-ITEM # _____
PRIME/SUPPLEMENT Supplement 1

OVERHEAD OVERHEAD RATE 131.94%
COMPLEXIT COMPLEXITY FACTOR 0

DATE 08/21/20

BLR Cost Plus Fixed Fee formula 1 used in Column E

14.5%[DL + R(DL) + OH(DL) + IHDC]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D - 1)	DIRECT COSTS (D - 2)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Survey and Field Work		-	-			-	10,316	-	10,316	1.79%
	PH I Update	220	11,062	14,596			3,720		-	29,378	5.10%
	Reports	395	20,369	26,875			6,850		-	54,094	9.39%
	PH II Design & PS&E	1967	97,808	129,048			32,894		-	259,750	45.09%
	City and Stakeholder Coordin		-	-			-		-	-	0.00%
	Project Management	72	5,003	6,601			1,683		-	13,287	2.31%
	QA/QC ITR	128	7,714	10,178			2,594		-	20,486	3.56%
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AVERAGE HOURLY PROJECT RATES

FIRM AECOM Technical Services, Inc.
 PTB-ITEM# _____
 PRIME/SUPPLEMENT Supplement 1

DATE 08/21/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Survey and Field Work			PH I Update			Reports			PH II Design & PS&E			City and Stakeholder Coordinat		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0.0															0.0		
Project Manager	69.49	129.0	4.64%	3.22	0.0			28.0	12.73%	8.84	0.0			0.0			0.0		
Technical Specialist	69.80	71.0	2.55%	1.78	0.0			0.0			49.0	12.41%	8.66	22.0	1.12%	0.78	0.0		
Project Engineer	59.16	927.0	33.32%	19.71	0.0			64.0	29.09%	17.21	145.0	36.71%	21.72	663.0	33.71%	19.94	0.0		
Senior Engineer	65.96	170.0	6.11%	4.03	0.0			0.0			0.0			146.0	7.42%	4.90	0.0		
Engineer	41.64	1,295.0	46.55%	19.39	0.0			128.0	58.18%	24.23	201.0	50.89%	21.19	966.0	49.11%	20.45	0.0		
Surveyor	38.19	0.0												0.0			0.0		
Engineering Tech	43.09	180.0	6.47%	2.79	0.0			0.0			0.0			160.0	8.13%	3.51	0.0		
PM Support / Project Control	42.74	0.0															0.0		
Administrative Assistant	29.54	10.0	0.36%	0.11	0.0			0.0			0.0			10.0	0.51%	0.15	0.0		
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TOTALS		2782.0	100%	\$51.03	0.0	0.00%	\$0.00	220.0	100%	\$50.28	395.0	100%	\$51.57	1967.0	100%	\$49.72	0.0	0%	\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM AECOM Technical Services, Inc.
PTB-ITEM#
PRIME/SUPPLEMENT Supplement 1

DATE 08/21/20

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management			QA/QC ITR														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	70.00																		
Project Manager	69.49	72.0	100.00%	69.49	29.0	22.66%	15.74												
Technical Specialist	69.80				0.0														
Project Engineer	59.16				55.0	42.97%	25.42												
Senior Engineer	65.96				24.0	18.75%	12.37												
Engineer	41.64				0.0														
Surveyor	38.19																		
Engineering Tech	43.09				20.0	15.63%	6.73												
PM Support / Project Contr	42.74																		
Administrative Assistant	29.54																		
TOTALS		72.0	100%	\$69.49	128.0	100%	\$60.27	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 19, 2020

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Dan Manojlovski
AECOM TECHNICAL SERVICES, INC.
303 East Wacker Drive
Suite 1400
Chicago, IL 60601

Dear Dan Manojlovski,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Sep 27, 2019. Your firm's total annual transportation fee capacity will be \$149,600,000.

Your firm's Field Indirect Cost Rate Proposed rate of 105.24% and Home Indirect Cost Rate Proposed rate of 131.94% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until September 27, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR AECOM TECHNICAL SERVICES, INC.

CATEGORY	STATUS
Special Studies - Traffic Signals	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Pump Stations	X
Special Services - Mechanical	X
Transportation Studies - Mass Transit	X
Special Services - Specialty Firm	X
Highways - Roads and Streets	X
Special Studies - Safety	X
Special Services - Electrical Engineering	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Freeways	X
Structures - Railroad	X
Structures - Highway: Typical	X
Structures - Highway: Advanced Typical	X
Geotechnical Services - General Geotechnical Services	X
Environmental Reports - Environmental Impact Statement	X
Environmental Reports - Environmental Assessment	X
Airports - Design	X
Airports - Construction Inspection	X
Airports - Planning & Special Services	X
Special Services - Hazardous Waste: Simple	X
Special Services - Hazardous Waste: Advance	X
Special Studies - Lighting: Typical	X
Special Studies - Lighting: Complex	X
Geotechnical Services - Subsurface Explorations	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Structures - Highway: Simple	X
Structures - Highway: Complex	X
Structures: Major River Bridges	X
Special Services - Surveying	X
Location Design Studies - New Construction/Major Reconstruction	X

Hydraulic Reports - Waterways: Typical	X
Special Studies - Location Drainage	X
Hydraulic Reports - Pump Stations	X
Special Services - Construction Inspection	X
Transportation Studies - Railway Engineering	X
Special Studies - Signal Coordination & Timing (SCAT)	X
Special Studies - Traffic Studies	X
Geotechnical Services - Complex Geotech/Major Foundation	X
Structures - Moveable	X
Special Studies - Feasibility	X
Special Services - Sanitary	X
Special Services - Landscape Architecture	X
Location Design Studies - Rehabilitation	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

WHKS and Co
Supplement 2
SMK / CWC

DATE 08/21/20
PTB-ITEM#

CONTRACT TERM 24 MONTHS
START DATE 7/1/2019
RAISE DATE 1/1/2020

OVERHEAD RATE 157.78%
COMPLEXITY FACTOR 0
% OF RAISE 3%

END DATE 6/30/2021

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	7/1/2019	1/1/2020	6	25.00%
1	1/2/2020	1/1/2021	12	51.50%
2	1/2/2021	7/1/2021	6	26.52%

The total escalation = 3.02%

PAYROLL RATES

FIRM NAME WHKS and Co DATE 08/21/20
 PRIME/SUPPLEMENT Supplement 2
 PTB-ITEM # _____

ESCALATION FACTOR **3.02%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Manager	\$74.25	\$76.49
Transportation Eng III	\$66.33	\$68.33
Transportation Eng II	\$34.73	\$35.78
Structural Eng III	\$55.33	\$57.00
Structural Eng II	\$42.47	\$43.75
Structural Eng I	\$33.67	\$34.69
Hydraulic Eng	\$44.50	\$45.85
Engineering Tech III	\$34.40	\$35.44
Engineering Tech II	\$30.65	\$31.58
Admin	\$20.40	\$21.02

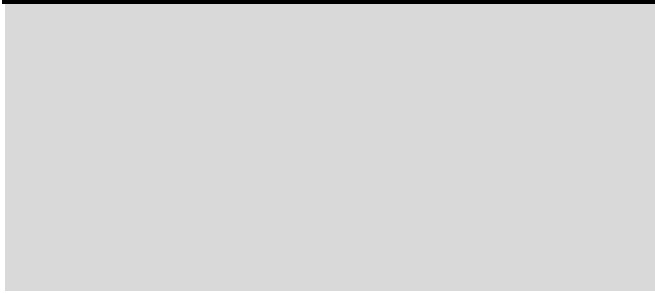
Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

WHKS and Co
Supplement 2

DATE 08/21/20

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total **0.00** **0.00**

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Local Roads
Prepared By: Consultant

FIRM WHKS and Co
PTB-ITEM # _____
PRIME/SUPPLEMENT Supplement 2

OVERHEAD OVERHEAD RATE 157.78%
COMPLEXIT COMPLEXITY FACTOR 0

DATE 08/21/20

BLR Cost Plus Fixed Fee formula 1 used in Column E

14.5%[DL + R(DL) + OH(DL) + IHDC]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D - 1)	DIRECT COSTS (D - 2)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	PHII Des&PS&E Add Drain Harrison	174	9,391	14,817			3,510		-	27,718	22.88%
	PHII Des&PS&E Add Drainage Structure	520	24,676	38,934			9,224		-	72,834	60.13%
	PHI Update Modify Wall/TSL	83	3,616	5,706			1,352		-	10,674	8.81%
	Project Management (new tasks)	24	1,680	2,651			628		-	4,959	4.09%
	QA/QC ITR (new tasks)	26	1,673	2,640			625		-	4,938	4.08%
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**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME Quigg Engineering
 PRIME/SUPPLEMENT Supplement-1
 Prepared By Mike Cima

DATE 08/21/20
 PTB-ITEM# 100

CONTRACT TERM 12 MONTHS
 START DATE 7/1/2020
 RAISE DATE 7/1/2020

OVERHEAD RATE 144.73%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

END DATE 6/30/2021

ESCALATION PER YEAR

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	7/1/2020	7/1/2020	0	0.00%
1	7/2/2020	7/1/2021	12	103.00%

The total escalation = 3.00%

PAYROLL RATES

FIRM NAME Quigg Engineering **DATE** 08/21/20
PRIME/SUPPLEMENT Supplement-1
PTB-ITEM # 100

ESCALATION FACTOR **3.00%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Admin Principal	\$62.65	\$64.53
Engineer VI	\$73.67	\$75.88
Engineer V	\$64.65	\$66.59
Engineer IV	\$50.07	\$51.57
Engineer III	\$37.07	\$38.18
Engineer II	\$30.66	\$31.58
Engineer I	\$27.45	\$28.27
Technician V	\$41.62	\$42.87
Technician IV	\$37.50	\$38.63
Technician III	\$27.59	\$28.42
Technician II	\$20.92	\$21.55
Technician I	\$17.33	\$17.85
Surveyor V	\$56.00	\$57.68
Surveyor IV	\$44.50	\$45.84
Surveyor III	\$36.80	\$37.90
Surveyor II	\$22.00	\$22.66
Surveyor I	\$17.62	\$18.15
Admin Assistant	\$15.66	\$16.13

Subconsultants

FIRM NAME Quigg Engineering
PRIME/SUPPLEMENT Supplement-1
PTB-ITEM # 100

DATE 08/21/20

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total 0.00 0.00

AVERAGE HOURLY PROJECT RATES

FIRM Quigg Engineering
PTB-ITEM# 100
PRIME/SUPPLEMENT Supplement-1

DATE 08/21/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Coord. & Management			Struct-D Walls			QC/QA								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Admin Principal	64.53	3.0	0.67%	0.43	3	17.65%	11.39												
Engineer VI	70.00	69.0	15.30%	10.71	14	82.35%	57.65	38	9.11%	6.38	17	100.00%	70.00						
Engineer V	66.59	100.0	22.17%	14.76				100	23.98%	15.97									
Engineer IV	51.57	190.0	42.13%	21.73				190	45.56%	23.50									
Engineer III	38.18	0.0																	
Engineer II	31.58	0.0																	
Engineer I	28.27	0.0																	
Technician V	42.87	0.0																	
Technician IV	38.63	0.0																	
Technician III	28.42	89.0	19.73%	5.61				89	21.34%	6.07									
Technician II	21.55	0.0																	
Technician I	17.85	0.0																	
Surveyor V	57.68	0.0																	
Surveyor IV	45.84	0.0																	
Surveyor III	37.90	0.0																	
Surveyor II	22.66	0.0																	
Surveyor I	18.15	0.0																	
Admin Assistant	16.13	0.0																	
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TOTALS		451.0	100%	\$53.24	17.0	100.00%	\$69.03	417.0	100%	\$51.91	17.0	100%	\$70.00	0.0	0%	\$0.00	0.0	0%	\$0.00

PROJECT DATA

DATE: August 11, 2020 (Revised August 12, 2020) SKS PROPOSAL NO: P20-246
 CLIENT: AECOM Technical Services, Inc,
 Attn: Mr. Steve Kehoe
 345 East Ash Avenue, Suite B
 Decatur, Illinois 62526
 TELEPHONE: 217.775.6073 E-Mail: Steve.Kehoe@aecom.com
 PROJECT LOCATION: Brush College Road, Decatur, Macon County, Illinois
 SCOPE OF WORK: Geotechnical Exploration for Brush College Area; NS & ICRR
 Utility Permits (Report for Jack-Bore under Railroad Tracks)
 WORK TO BEGIN BY: As Coordinated With Client
 WORK TO BE COMPLETED BY: As Coordinated With Client
 CLIENT TO FURNISH: Permission to Access Property; Site Layout

ESTIMATE OF COST

In accordance with attached Fee Schedule. *New fees take effect in January each year.*

Estimate based on 4 - 21' deep borings

Any additional and/or deeper borings priced according to Fee Schedule

Water Hauling (if needed) \$247.50/hr.

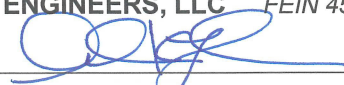
Project Specific Plan Administration	Lump Sum	\$850.00
Drilling & Sampling		
Mobilization	Lump Sum	\$410.00
Flagging	Lump Sum	\$3,000.00
Borings	84 Ft. @ \$23.25/Ft.	\$1,953.00
Railroad Coverage	Lump Sum	\$1,558.25
Laboratory Testing & Logs		
Engineering Technician III	5.0 Hrs. @ \$105.00/Hr.	\$525.00
Engineering, Supervision & Report		
Firm Principal/Engineer	8.0 Hrs. @ \$210.00/Hr.	\$1,680.00
Secretary	4.0 Hrs. @ \$85.00/Hr.	\$340.00
Total Estimate Of Services		\$10,316.25

GENERAL CONDITIONS

General Conditions governing the performance of our work are incorporated herein by reference. The above information is a summary of our agreement for performance of the scope of work.

ACCEPTANCE

The undersigned hereby states that he/she is the owner or duly authorized agent of the owner, understands and agrees to the terms and conditions (see reverse) as stated for this project and directs the engineer to proceed with the work as shown above as "scope of work" and will compensate the engineer in accordance with the payment terms as shown above. **Please indicate your approval and acceptance of this contract by having an authorized person sign below and return one copy for our files.**

DATE _____ CLIENT **AECOM TECHNICAL SERVICES, INC.**
 By _____
 Title _____
 DATE August 11, 2020 **SKS ENGINEERS, LLC** FEIN 45-2611340
 (Revised August 12, 2020) By 
 Title _____ Owner

TERMS AND CONDITIONS

These Terms and Conditions are a part of the Agreement between the Client (Owner) and SKS Engineers, LLC (Engineer). These terms and conditions remain valid and binding upon signature or verbal notification from client to proceed. Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

AMENDMENTS

This agreement may be amended only in writing by both the Owner and Engineer.

STANDARD OF CARE

The Services will be performed for the exclusive benefit of the Owner. The Services shall be conducted by SKS consistent with that level of care and skill ordinarily exercised by the engineering and consulting professions in the same locale acting under similar circumstances and conditions.

COMPENSATION FOR PROFESSIONAL SERVICES

The basis for compensation will be 1) a Lump-Sum Amount as noted on the face of this agreement, or 2) payment for all tests performed on the project on a per test basis, and/or 3) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Fee Schedule in effect plus reimbursable expenses. (See attached Fee Schedule)

“Reimbursable Expenses” means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, reproduction or printing, fees paid on behalf of Client and outside consultants.

Estimates of fees are prepared to the best of our ability, but they should not be considered as final cost quotations. Unanticipated complications sometimes materially increase the scope and cost of the work. Should this occur, we will notify you to obtain your authorization for additional fees which may materially exceed the original estimated fees.

METHOD OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable within 30 days of date of invoice.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1.5% per month may be added to the Owner's account at the Engineer's discretion. This is an annual rate of 18%. Owner further agrees to pay all expenses of collection, including court costs and reasonable attorney fees should it become necessary to refer Owner's account for collection.

LIMITATION OF LIABILITY

The Owner agrees to limit the Engineer's liability to the Owner and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions and/or breach of contract such that the total aggregate liability of the Engineer to all those named shall not exceed Fifty Thousand Dollars (\$50,000.00) or the Engineer's total fee for services rendered on this work, whichever is greater. Engineer shall not be liable for damages for negligent acts, errors or omissions and/or breach of contract if a contractor deviates from Engineer's drawings without prior approval of Engineer. Any claim of liability shall be deemed waived unless made by Owner in writing and received by Engineer within one (1) year after completion of services.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client/Owner will indemnify and hold SKS harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

TERMINATION

This Agreement may be terminated by either party upon 30 days written notice to the other party. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES

Drawings, plans, designs, specifications and electronic files are instruments of service and shall remain the property of the Engineer. SKS will retain copies of all deliverables. Deliverables may not be used or reused by Owner, its employees, agents or subcontractors on any extension of the project or on any other project without prior written consent of the Engineer. Any reuse without specific written verification will be at Owner's sole risk, and without liability of SKS, and Owner agrees to defend, indemnify and hold Engineer harmless from any claim or liability, including attorney's fees, arising out of or resulting therefrom.



Fee Schedule

SKS ENGINEERS, LLC DECATUR, ILLINOIS

JANUARY 2020

PERSONNEL

Professional

Firm Principal	\$210.00/Hr.
Structural Engineer, S.E.	\$210.00/Hr.
Electrical Engineer, E.E.	\$160.00/Hr.
Project Engineer, P.E.	\$147.00/Hr.
Staff Engineer (Non-registered)	\$126.00/Hr.
Expert Witness	\$425.00/Hr.

Survey

Professional Land Surveyor	\$210.00/Hr.
Surveyor (No Equipment)	\$105.00/Hr.
Surveyor w/ Robotic Total Station/GPS	\$210.00/Hr.
Additional Crew Member	\$ 85.00/Hr.

Laboratory & Field Testing

Senior Technician	\$115.50/Hr.
Engineering Technician III	\$105.00/Hr.
Engineering Technician II	\$ 95.00/Hr.
Engineering Technician I	\$ 85.00/Hr.

Office & Technical Staff

Secretary	\$ 85.00/Hr.
Draftsman III	\$105.00/Hr.
Draftsman II	\$ 95.00/Hr.
Draftsman I	\$ 90.00/Hr.

CONSTRUCTION MATERIALS LABORATORY

Concrete

Mix Design	\$555.00/Ea.
Compression Testing	
Cylinders	\$ 25.25/Ea.
Cubes	\$ 25.25/Ea.
Cores	\$ 25.25/Ea.
Masonry Units 8" *	\$ 52.50/Ea.
Flexural Testing	
IDOT Standard Beams	\$ 37.00/Ea.

Aggregates

Sieve Analysis	
+75µm	\$110.00
-75µm	\$160.00
Bulk Specific Gravity	
Coarse	\$110.00
Fine	\$160.00
Sodium Sulfate Soundness	\$380.00
Rigid Wall Permeability	\$300.00
Carbonate Loss	\$210.00

Bituminous Concrete

Quantitative Extraction (Includes Gradation)	\$ 260.00
Theoretical Mix Design	\$ 815.00
Mix Design w/Marshall Stability	\$1,010.00
Bulk Specific Gravity of Compacted Mixtures	\$ 68.50
Soil Cement Base Design	\$1,315.00

Soils

Moisture-Density Relationship	
Standard Proctor	\$ 330.00
Modified Proctor	\$ 365.00
Grain-Size Analysis w/Hydrometer	\$ 160.00**
Atterberg Limits	\$ 115.00
Flexible Wall Permeability	\$ 420.00
Consolidation Testing	
e-log P curve only	\$ 580.00
Resistivity Testing - Laboratory	\$ 262.50/Hr.
Unconfined Compressive Strength Testing	\$ 52.50

NOTE: The tests listed are typical. Laboratory is equipped for many other tests, and fees will be quoted on request.

Sample preparation and specialized testing: \$90.00

Minimum fee for footing inspection on projects without borings by SKS Engineers, LLC: \$665.00

Minimum fee for any individually invoiced test, except concrete cylinders: \$115.00

*Compression testing only. Absorption, fire rating, unit weight, etc. will be performed at Engineering Technician III rate.

**Single Tests are charged @ \$160.00/ea. with all additional tests performed at same time charged @ \$115.00/ea.

SOIL TEST BORINGS

Unit Prices for Drilling and Split-Barrel Sampling				Unit Prices for Drilling and Continuous Sampling (Clayey Soils)			
Sample Intervals (ft.)	2.5 & 5	5	2.5	Sample Depths (ft.)	0 to 30	30 to 60	60 to 90
Sample Depths (ft.)	0 to 30	30 to 60	30 to 60	Sample Depths (ft.)	0 to 30	30 to 60	60 to 90
N-count less than 60 blows per foot	\$23.25	\$28.50	\$33.75	Pocket Penetrometer less than 4.5 tsf	\$29.75	\$35.00	\$40.25
N-count greater than 60 blows per foot	\$28.50	\$33.75	\$40.00	Pocket Penetrometer more than 4.5 tsf	\$35.00	\$40.25	\$46.50
Securing Thin-Wall Tube Samples \$110.00 Each Rock Coring \$79.00/ft.				Blind Drilling \$15.00/ft. Grouting \$ 8.50/ft.			
Mobilization of Drill Rigs with 2-man crew to and from site				\$395.00 minimum or as quoted for specific projects			
<u>Hourly Rates for Different Type of Work</u>				<u>Rates for Specialized Field Testing</u>			
Drilling and Sampling Winching and Towing Monitor Well Installation/Development			\$280.00/Hr. \$280.00/Hr. \$280.00/Hr.	Ground Penetrating Radar Mobilization (includes 2 Hours) Additional		\$1,000.00/LS \$ 232.50/Hr.	
Standby Time at Client's Direction			\$280.00/Hr.	Field Resistivity Testing Mobilization (Includes 2 Hours) Additional		\$ 900.00/LS \$ 210.00/Hr.	
Two-Man drill crew and service truck required for work other than drilling/sampling/well installation			\$247.50/Hr.	Two-Man crew and service truck with Camera for well observation		\$237.50/Hr.	

Extras

Incidental materials, supplies and other job-related expenses as required to perform the work have not been included in the mobilization costs and will be charged at cost plus 15 percent. All subcontract work (towing, clearing, etc.) will also be charged at cost plus 15 percent.

EQUIPMENT & SUPPLIES

Car or Pickup - Outside Decatur	\$ 0.575/Mi.	Coring Machine w/Crew	\$225.00/Hr.
Light Duty Truck	\$ 23.25/Hr.	Concrete Cylinder Molds	\$ 3.90/Ea.
Heavy Duty Truck	\$ 28.50/Hr.	Per Diem & Expenses	Cost + 15%
Survey Staking – Pins/Hubs	\$ 3.15/Ea.		

OUT-OF-POCKET EXPENSES

All charges for Next Day Delivery and other out-of-pocket expenses will be invoiced at cost plus 15 percent, in addition to hourly charges incurred.

NOTES

All work will be billed portal to portal. Overtime work at the Client's request will be at 1.3 times the above rates. All sub-consultant work will be charged at cost plus 15%.

The fees listed herein assume monthly billings and prompt payment. All unpaid balances over 30 days old will be subject to 1½% per month (18% annual rate) carrying charge.

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendemnt #1 to the Local Public Agency Agreement for Federal Participation for Desgin Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.

City Clerk

DATE:

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

CITY OF DECATUR
Section No.: 09-00933-01-BR
Job No.: R-97-006-19
Supplement #1

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUPPLEMENT #1 TO THE PRELIMINARY
ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION
BETWEEN THE CITY OF DECATUR AND AECOM TECHNICAL SERVICES, INC.
SECTION 09-00933-01-BR**

WHEREAS, the City of Decatur endeavors to improve a segment of Brush College Road by construction of a grade separation at Faries Parkway, that is approximately 0.01 miles in length and known to the Illinois Department of Transportation as Section Number 09-00933-01-BR and State Job Number D-97-009-19.

WHEREAS, the cost of said improvement has necessitated the use of federal funds, and;

WHEREAS, the federal fund source requires a match of local funds, and;

WHEREAS, the use of federal funds requires a joint funding AGREEMENT with the Department of Transportation.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation for an additional five hundred seventy-six thousand, seventy-eight dollars (\$576,078), for a total amount of three million, nine hundred twenty-five thousand, seven hundred forty-five dollars (\$3,925,745), for design services for the aforementioned project known as Section Number 09-00933-01-BR.


Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned Supplement #1 to the Local Public Agency Agreement for Federal Participation and any other such documents related to advancement and completion of said project, hereto attached as Exhibit 1.

PRESENTED and ADOPTED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Local Public Agency City of Decatur #1 Gary K Anderson Plaza	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation SUPPLEMENT #1	C O N S U L T A N T	Consultant AECOM Technical Services, Inc.
County Macon			Address 345 East Ash Ave
Section 09-00933-01-BR			City Decatur
Project No. 6WGY(165)			State IL
Job No. D-97-009-19			Zip Code 62526
Contact Name/Phone/E-mail Address Matt Newell 217-424-2747 mnewell@decaturil.gov	Contact Name/Phone/E-mail Address Stephen Kehoe 217-775-6073 steve.kehoe@aecom.com		

THIS AGREEMENT is made and entered into this 8th day of September, 2020 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Brush College Road Route FAU 7448 Length 0.01 Structure No. 058-9202

Termini Over Faries and NS Railroad

Description Phase II Engineering

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
3. To complete the services herein described within 791 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

- 10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
AECOM Technical Services, Inc.	95-2661922	387,311
Sub-Consultants:	TIN Number	Agreement Amount
Quigg Engineering, Inc.	20-4818431	67,644
Kaskaskia Engineering Group, LLC	20-5080586	0
WHKS	42-0943938	121,123
Sub-Consultant Total:		188,767
Prime Consultant Total:		387,311
Total for all Work:		576,078

Executed by the LPA: _____
(Municipality/Township/County)

ATTEST:

By: _____ By: _____
Clerk Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____ By: _____
Title: _____ Title: _____

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Local Roads
Prepared By: Consultant

FIRM AECOM Technical Services, Inc.
PTB-ITEM # _____
PRIME/SUPPLEMENT Supplement 1

OVERHEAD OVERHEAD RATE 131.94%
COMPLEXIT COMPLEXITY FACTOR 0

DATE 08/21/20

BLR Cost Plus Fixed Fee formula 1 used in Column E

14.5%[DL + R(DL) + OH(DL) + IHDC]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D - 1)	DIRECT COSTS (D - 2)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Survey and Field Work		-	-			-	10,316	-	10,316	1.79%
	PH I Update	220	11,062	14,596			3,720		-	29,378	5.10%
	Reports	395	20,369	26,875			6,850		-	54,094	9.39%
	PH II Design & PS&E	1967	97,808	129,048			32,894		-	259,750	45.09%
	City and Stakeholder Coordin		-	-			-		-	-	0.00%
	Project Management	72	5,003	6,601			1,683		-	13,287	2.31%
	QA/QC ITR	128	7,714	10,178			2,594		-	20,486	3.56%
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Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Decatur
 Section Number 09-00933-01-BR
 Project Number 6WGY(165)
 Job Number D97-009-19

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$40,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$40,000.

Form Not Applicable (engineering services less than \$40,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____		
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>07/18/2018</u> Method(s) used for advertisement and dates of advertisement: <u>Decatur Tribune 6-27-18 & 7-4-18</u>		
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Criteria for this project	Weighting	Criteria for this project
	<u>Proj Understanding & Approach</u>	25 %	<u>Assigned Personnel</u>
	<u>Firm's Experience</u>	20 %	<u>Firm's Ability & Capacity</u>
	<u>Technical Project Management</u>	10 %	<u>Proximity to the City</u>
	<u>DBE Use</u>	5 %	_____ %
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Public Works Director, City Engineer, Asst. City Eng., Transportation Consultant, County Engineer, ADM Representatives</u> Top three consultants selected for this project in order: 1) <u>AECOM</u> 2) <u>CMT</u> 3) <u>Hanson</u> If less than 3 responses were received, IDOT's approval date: _____		
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.		
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SUBJECT: Resolution Accepting the Proposals from Burdick Plumbing & Heating Co, Inc. for COVID-19 Remedial Protection Measures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Burdick Proposals	Backup Material

MEMORANDUM 2020-12

DATE: September 8, 2020
TO: Honorable Mayor Julie Moore Wolfe and City Council
FROM: Scot Wrighton, City Manger
Jon Kindseth, Deputy City Manger

SUBJECT: Resolution Accepting the Proposals from Burdick Plumbing & Heating Co. Inc.,
For Covid-19 Remedial Protection Measures

SUMMARY RECOMMENDATION:

City Staff recommends City Council accept the proposals from Burdick to essentially replace most of the plumbing fixtures throughout the City facilities across the City. Staff believes this expense to be a necessary Covid-19 mitigation expense eligible for reimbursement under the state grant CURE, which is from the federal CARES Act.

BACKGROUND:

The proposals for the facilities are attached, but as you can see this work includes a dozen facilities and countless fixtures within each of these facilities. The only facility that we intentionally did not include in this is the fire station 3. That facility is being replaced currently and the building's age causes concern in touching any plumbing in that building. Staff recommends acceptance of these proposals totaling \$153,530.00.

Staff solicited multiple local plumbing contractors for proposals to completing the work for the Civic Center. Through that process it became clear that Burdick was the plumbing contractor with the capacity to find these hard to get fixtures due to increased demand in today's Covid-19 climate. We believe that Burdick has the ability to secure and install these fixtures within the timeframe of the CURE grant funding. One additional note is that the City has tried to spend as much of the CURE money as possible with local contractors here in the community to maximize the economic benefits with our community.

INPUT FROM OTHER SOURCES: Staff used the Civic Center building manager Mike Pritchett to facilitate these proposals and determine what is necessary and reasonable. The Civic Center has already completed this same project within the Civic Center.

STAFF REFERENCE: Jon Kindseth can answer any questions related to this project or the CURE grant in general.

BUDGET/TIME IMPLICATIONS:

Budget Impact: This solution will be reimbursed by the State of Illinois Coronavirus Urgent Remediation Emergency (CURE) grant as a necessary Covid-19 mitigation expense.

RESOLUTION NO. R2020 - _____

RESOLUTION ACCEPTING THE PROPOSALS FROM BURDICK PLUMBING & HEATING CO. INC., FOR COVID-19 REMEDIAL PROTECTION MEASURES

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

Section 1. That the onset of the COVID-19 pandemic has necessitated the City to implement, deploy, install, certain measures to protect city employees, city customers, and citizens from potential exposure to COVID-19 when in space of City Facilities.

Section 2. That the City has determined that the installation of “touchless plumbing fixtures” in City Facilities is in the best interests in the attempt to protect city employees, city customers, and citizens from potential exposure to COVID-19 when in space of City Facilities.

Section 3. That the City has determined that the cost to be incurred by the City to install “touchless fixtures” in City Facilities is covered under the CURE Grant and therefore reimbursable to the City.

Section 4. That the City Manager, or their designee, be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and The Burdick Plumbing & Heating Co., Inc. in the amount of not to exceed \$153,530.00 that will provide for the installation of “touchless fixtures” in City Facilities is in the best interests in the attempt to protect city employees, city customers, and citizens from potential exposure to COVID-19 when in space of City Facilities.

PRESENTED AND ADOPTED THIS 8th day of September, 2020.

Julie Moore Wolfe
Mayor

ATTEST:

Kimberly Althoff, City Clerk



1175 N. 20th Street, Decatur, IL 62521
P.O. Box 496, Decatur, IL 62525
p: (217) 429-2385 / f: (217) 429-9781

August 21, 2020

To: City of Decatur Transit
Attn: Michelle Alexander
Re: Transportation Center Proposal

Michelle,

We propose to furnish & install hands free plumbing fixtures at the Transportation Center at 353 E. William St. as detailed below.

- Replace existing lavatory faucets with new battery powered touchless faucets.
- Furnish & install new supply lines from stops to faucet
8 ea. Lav Faucets (
- Furnish & install Battery Powered Side Mount Flush Valve Handles on Water Closets & Urinal
7 ea. Water Closet Handles
1 ea. Urinal Handle
- Demo & discard of existing water cooler & replace with new High- Lo Water Cooler with Bottle filler dispenser
- All work to be performed & installed by licensed plumbers in accordance with state & local codes
- All work to be performed between the hours of M-F 7 a.m. – 3:30 p.m.

We exclude the following:

- Taxes
- Overtime
- Furnish & or install of hand dryers
- Electrical
- Drywall patch / Paint

Our price for this work is.....\$ 10,310.00

Respectfully Submitted,
Doug Conway



THE BURDICK PLUMBING & HEATING CO., INC.
Proudly serving Central Illinois since 1955.
Plumbing • Heating • Process Piping • Refrigeration • Service • Underground Utilities





1175 N. 20th Street, Decatur, IL 62521
P.O. Box 496, Decatur, IL 62525
p: (217) 429-2385 / f: (217) 429-9781

August 21, 2020

To: City of Decatur Transit
Attn: Michelle Alexander
Re: Bus Garage

Michelle,

We propose to furnish & install hands free plumbing fixtures at the Bus Garage at 555 E Wood St. as detailed below.

- Replace existing lavatory faucets with new battery powered touchless faucets.
- Furnish & install new supply lines from stops to faucet
2 ea. Lav Faucets
- Furnish & install Battery Powered Side Mount Flush Valve Handles on Water Closets & Urinal
3 ea. Water Closet Handles
1 ea. Urinal Handle
- Demo & discard of existing water coolers & replace with new Water Cooler Bottle filler dispenser
- **1 ea, Water Cooler**
- **1 ea. Water Cooler**
- All work to be performed & installed by licensed plumbers in accordance with state & local codes
- All work to be performed between the hours of M-F 7 a.m. – 3:30 p.m.

We exclude the following:

- Taxes
- Overtime
- Furnish & or install of hand dryers
- Electrical
- Drywall patch / paint

Our price for this work is.....\$ 6,965.00

Respectfully Submitted,
Doug Conway



THE BURDICK PLUMBING & HEATING CO., INC.
Proudly serving Central Illinois since 1955.
Plumbing • Heating • Process Piping • Refrigeration • Service • Underground Utilities





1175 N. 20th Street, Decatur, IL 62521
P.O. Box 496, Decatur, IL 62525
p: (217) 429-2385 / f: (217) 429-9781

August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Fire Station # 7 Airport

Location: Hallway

Description: Free standing water cooler underneath cork board to be removed & replaced by new bottle fill station.

Price: \$ 1,975.00

Priced based on existing piping in wall meeting code. However, we cannot confirm this until we open the wall. Price could change depending on what we find.

Location: Kitchen

Description: Kitchen sink with sprayer (No touchless options with sprayer)

Price: \$ 0000.00

Location: Restroom

Description: Swap out 2 faucets 2 water closet flush valves 1 Urinal flush valve

Price \$ 2,150.00

\$ 4125



THE BURDICK PLUMBING & HEATING CO., INC.
Proudly serving Central Illinois since 1955.
Plumbing • Heating • Process Piping • Refrigeration • Service • Underground Utilities





1175 N. 20th Street, Decatur, IL 62521
P.O. Box 496, Decatur, IL 62525
p: (217) 429-2385 / f: (217) 429-9781

August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Decatur Civic Center:

Location: 1st Floor West Side near restrooms replace one (ADA) cooler in this location

Description: remove existing cooler & replace with new bottle fill station

Price: \$ 1,975

Location: Arena

Description: there are two sets of 3 water coolers in this location. However, there is no power.

No options for this location unless power is provided

Price: \$ 0000.00

Location: 2nd Floor replace one (ADA) cooler near men's restrooms

Description: remove existing cooler & replace with new bottle fill station

Price: Price: \$ 1,975

Location: 2nd Floor replace one (ADA) cooler near women's restrooms

Description: remove existing cooler & replace with new bottle fill station

Price: \$ 1,975

Location: 3rd Floor replace one (ADA) cooler near men's restrooms

Description: remove existing cooler & replace with new bottle fill station

Price: \$ 1,975

Location: 3rd Floor replace one (ADA) cooler near women's restrooms

Description: remove existing cooler & replace with new bottle fill station

Price: \$ 1,975

\$9875



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Fire Station # 6 South Shores

Location: 1st floor men's

Description: Swap out 1 water closet flush valve 1 urinal flush valve & 2 faucets

Price: \$ 1,720.00

Location: Kitchen

Description: Kitchen sink with sprayer, No options avail with sprayer

Price: \$ 0000.00

Location: Office

Description: Water Cooler located in office under cork board Replace with new bottle fill station
Cork board would need to be moved/ relocated.

Price: \$ 1,975.00

Please Note: Station # 6 was priced based on the assumption it is the same layout as station # 4 We would need to verify layout prior to ordering of materials.

\$ 3695



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Fire Station # 5 Mound Rd.

Location: 1st Floor Kitchen Sink Double Bowl & Kitchen Sink single bowl

Description: Sink Double Bowl with sprayer & Kitchen Sink single bowl with sprayer.
There are no touchless options avail. with sprayer

Price: \$ 0000.00

Location: 1st Floor Unisex restroom

Description: Swap out 1 water closet flush valve & 1 faucet

Price: \$ 860.00

Location: 1st Floor Unisex restroom

Description: Swap out 1 water closet flush valve & 1 faucet

Price: \$ 860.00

\$ 1720



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Fire Station # 4 22nd St.

Location: 1st floor men's

Description: Swap out 1 water closet flush valve 1 urinal flush valve & 2 faucets

Price: \$ 1,720.00

Location: Kitchen

Description: Kitchen sink with sprayer, No options avail with sprayer

Price: \$ 0000.00

Location: Office

Description: Water Cooler located in office under cork board Replace with new bottle fill station
Cork board would need to be moved/ relocated.

Price: \$ 1,975.00

\$ 3695



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Fire Station # 2 William St.

Location: Kitchen

Description: Sink with sprayer, no options for faucet with sprayer

Price: \$ 0000.00

Location: Water Cooler recessed in hallway

Description: water cooler to remain & install a retro fit bottle fill station

Price: \$ 1,785.00

Location: Men's Restroom

Description: Swap out 2 faucets 1 urinal flush valve 1 water closet flush valve

Price: \$ 1,680.00

Location: Women's Restroom

Description: Swap out 2 faucets 1 water closet flush valve

Price: \$ 1,530.00

Location: Men's Restroom

Description: Swap out 2 faucets 1 urinal flush valve & 1 water closet flush valve

Price: \$ 1,680.00

Location: Outbuilding Women's Restroom

Description: Swap out 1 faucet 1 Tank type water closet no touchless option water closet.

Price: \$ 815.00

Location: Outbuilding Men's Restroom

Description: Swap out 1 faucet 1 urinal flush valve & 1 Tank type water closet (no option for water closet).

Price: \$ 995.00

\$ 8485



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Location: Out building Kitchen

Description: Kitchen sink with sprayer (*no options with sprayer*)

Price: \$ 0000.00

We propose to furnish & install Water coolers, flush vales & faucets as detailed below.

- Due to high demand of touchless options across the United States we can expect long lead times on most materials needed for this project.
- All touchless flush valves & faucets will be battery powered & will require periodic maintenance
- Upon completion all sinks & lavatories will have one temperature of water
- All work to be performed by a licensed plumber in accordance with state & local codes
- All work to be performed between hours of **M-F 7 a.m. – 3:30 p.m.**
- All existing water coolers, faucets, flush valves etc. that are removed, can be left on site for the city to reclaim, or Burdick can remove & discard of materials. Any other options could incur additional cost.
- Removal of drywall, block, brick etc. as needed to gain access to plumbing behind wall & modify plumbing as needed
- All water cooler installs will potentially require electrical re-work, patching & painting of drywall, block, brick etc. **See Exclusions below.**
- Some locations may also require stud framing. **See Exclusions below**
- We will coordinate all work with COD employees.as required for each facility

We exclude the following:

- Taxes
- Overtime
- Any unforeseen condition that may require additional work such as, but not limited to: condition of existing drain & or water piping. Water shut down due to existing valves not holding or valves that may need replaced etc.
- electrical re-work, patching & painting of drywall, block, brick etc.
- Stud / framing work
- Stainless covers that may be used to cover holes in wall
- Expedited freight charges
- Should doors & building buildings be locked & we cannot gain access after coordinating, we may need to charge additional labor for down time.

Respectfully Submitted,
Doug Conway



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South Water Treatment Plant

Building: Main Facility

Location: 1st Floor Women's restroom S.W corner of bldg.

Description: 1 Water Closet, 1 Faucet swap out for touchless options

Price: 965.00

Location: 1st Floor men's restroom S.W corner of bldg.

Description: Swap out flush valves & faucets 1 urinal 1 water closet, 1 faucet.

Price: \$ 1,130.00

Location: Operators Lab 1st floor

Description: No touchless options were found for these faucets

Price: \$ 0000.00

Location: 1st floor Men's main bathroom group by break room

Description: Swap out flush valves & faucets 2 faucets 2 urinal 2 water closets

Price: 2,250.00

Location: 1st floor Women's main bathroom group by break room

Description: Swap out flush valves & faucets 2 faucets 2 water closets

Price: 1,915.00

Location: 1st floor main Break Room

Description: 1 Swap 1 faucet at sink

Price: \$ 705.00

Location: Water Cooler by intercom phone

Description: remove water cooler & install 1 bottle fill station

Price: \$ 1,920.00

Location: Basement Unisex bathroom

Description: Swap out 1 faucet & 1 water closet flush valve

Price: \$ 979.00



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Building: Raw Water Building

Location: 1st floor

Description: Swap out 1 faucet & 1 water closet flush valve

Price: \$ \$965.00

\$ 9850

We propose to furnish & install Water coolers, flush vales & faucets as detailed below.

- Due to high demand of touchless options access the United States we can expect long lead times on most materials needed for this project.
- All touchless flush valves & faucets will be battery powered & will require periodic maintenance
- Upon completion all sinks & lavatories will have one temperature of water
- All work to be performed by a licensed plumber in accordance with state & local codes
- All work to be performed between hours of M-F 7 a.m. – 3:30 p.m.
- All existing water coolers, faucets, flush valves etc. that are removed, can be left on site for the city to reclaim, or Burdick can remove & discard of materials. Any other options could incur additional cost.
- Removal of drywall, block, brick etc. as needed to gain access to plumbing behind wall & modify plumbing as needed
- All water cooler installs will potentially require electrical re-work, patching & painting of drywall, block, brick etc. See Exclusions below.
- Some locations may also require stud framing. See Exclusions below
- We will coordinate all work with COD employees.as required for each facility

We exclude the following:

- Taxes
- Overtime
- Any unforeseen condition that may require additional work such as, but not limited to: condition of existing drain & or water piping. Water shut down due to existing valves not holding or valves that may need replaced etc.
- electrical re-work, patching & painting of drywall, block, brick etc.
- Stud / framing work
- Stainless covers that may be used to cover holes in wall
- Expedited freight charges
- Should doors & building buildings be locked & we cannot gain access after coordinating, we may need to charge additional labor for down time.



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Police Station

Location: 1st floor hallway

Description: High Lo- Water Cooler 1 cooler remains unchanged & the other would get a retro fit bottle fill station

Price: \$ \$1,400.00

Location: 1st floor Men's Locker Room

Description: Swap out 3 faucets

Price: \$ 2,175.00

Location: 1st Floor Women's Locker Room

Description: Swap out 3 faucets

Price: \$ 2,175.00

Location: 1st Floor Kitchen

Description: Swap out 1 faucet in sink

Price: \$ 900.00

Location: 1st Floor Men's Restroom

Description: Swap out 2 faucets Single Hole

Price: \$ 1,365.00

Location: 1st floor hallway

Description: High Lo- Water Cooler 1 cooler remains unchanged & the other would get a retro fit bottle fill station

Price: \$1,400.00

Location: 1st floor Interrogation Unisex Rest Room

Description: Swap out 1 existing sensor faucet with new style.

\$ 9415



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Decatur Public Library:

Please Note:

There are 5 Double Water Cooler Installations in this facility. Vendor was unable to find a retro fit option for these installations.

We propose the following at each of the 5 locations.

Demo existing coolers & install 1 new bottle fill station.

Location: Various locations throughout facility (two on 1st floor, one on 2nd floor).

Price: For 1 new bottle Fill Station at each location is \$ 2,115.00 ea.

\$ 6345

Location: 1st Floor: Men's Restroom

Description: Swap out 2 faucets 2 water closet flush valves & 3 urinal flush valves

Price: \$ 2,370.00

Location: 1st Floor Women's Restroom

Description: Swap out 2 faucets 6 water closet flush valves

Price: \$ 2,550.00

Location: 1st Floor Women's Restroom

Description: Swap out 1 faucet (water closet already has a sensor, no need to change)

Price: \$ 820.00

Location: 1st Floor Unisex Restroom

Description: Swap out 1 faucet & 1 Water closet flush valve

Price: \$ 980.00

Location: 1st Floor Men's Restroom

Description: Swap out 1 water closet flush valve & 1 Faucet

Price: \$ 980.00



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Location: 1st Floor Women's Restroom
Description: Swap out 1 water closet flush valve & 1 Faucet
Price: \$ 980.00

Location: 1st Floor Sink in "check in area"
Description: Swap out faucet
Price: \$ 895.00

Location: 1st Floor Men's
Description: Swap out 2 faucets 2 water closet flush valves 2 urinal flush valves
Price: \$ 2,240.00

Location: 1st Floor Women's
Description: Swap, out 2 faucets 4 water closet flush valves
Price: \$ 2,150.00

Location: 2nd Floor Women's
Description: Swap out 3 faucets, 5 water closet flush valves
Price: \$ 2,990.00

Location: 2nd Floor Men's
Description: Swap out 3 faucets, 2 water closet flush valves, 2 urinal flush valves
Price: \$2,830.00

Location: 2nd Floor Stainless Sink with Sprayer
Description: **No options available with sprayer**
Price: \$0000.00

Location: 2nd Floor Women's Restroom Swap out 1 faucet
Description: Swap out 1 faucet
There is a tank type water closet in this bathroom. We found no touchless option for this water closet
Price: \$820.00

Location: 2nd Floor
Description: Swap out 1 gooseneck faucet in stainless sink
Price: \$ 895.00

Location: 2nd Floor
Description: Swap out 1 gooseneck faucet in stainless sink
Price: \$ Price: \$ 895.00

Location: 2nd Floor Men's

Description: Swap out 1 faucet & 1 water closet flush valve

Price: \$ \$ 980.00

Location: 2nd Floor Women's

Description: Swap out 1 faucet & 1 water closet flush valve

Price: \$ \$ 980.00

Location: 2nd Floor

Description: Swap out 1 gooseneck faucet in stainless sink

Price: \$ 895.00

Location: 2nd Floor

Description: Swap out 1 gooseneck faucet in stainless sink

Price: \$ 895.00

\$ 32490



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Fire Station # 1 Main St.

Location: Men's restroom 1st floor

Description: Swap out 1 faucet 2 urinal flush valves 2 water closet flush laves

Price: \$1,175.00

Location: Women's restroom 1st floor

Description: Swap out 1 faucet 2 water closet flush valves

Price: \$ 1,140.00

Location: Chiefs Break Room

Description: No touchless options with sprayer

Price: \$ 0000.00

Location: 1st Floor Women's main restroom

Description: Swap out 2 faucets 3 water closet flush valves

Price: \$ 2,070.00

Location: 1s Floor Men's main restroom

Description: Swap out 2 faucets 2urinal flush valves 2 water closet flush valves

Price: \$ 2,420.00

Location: 1st floor hallway

Description: Replace double water cooler with 1 new bottle fill station

Not enough room in this location for 2 bottle stations

Price: \$ 3,435.00

Location: 1st floor Rapid Station

Description: Swap out 1 faucet at sink

Price: \$960



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Location: 1st Floor Near Fire Pole

Description: New Sink & faucet was requested for hand washing outside of Rapid Station Break Room. This will be quoted as a separate project. We will need to take a closer look into options for drain & vent options

Price: \$ 0000.00

Location: 2nd Floor Men's restroom

Description: Swap out 5 faucets 3 urinal flush valves 3 water closet flush valves

Price: \$4,455.00

Location: 2nd Floor

Description: Existing recessed Water Cooler in hallway, to be replaced with new bottle fill station

Price: \$ 2,085.00

Location: 2nd Floor Women's restroom

Description: Swap out 2 faucets & 3 water closet flush valves

Price: \$ 1,720.00

Location: 2nd Floor Kitchen

Description: Kitchen Sink with sprayer no touchless options avail.

Price: \$ 0000.00

\$ 19 460



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: Boat House

Location: Office Area

Description: Remove existing water cooler & replace with new bottle fill station

Price: \$1,975

Location: Small private bathroom

Description: 1 tank type toilet no touchless options available

Swap out 1 lav faucet

Price: \$ 800.00

Location: Men's restroom

Description: Swap out 2 water closet flush valves 2 urinal 1 faucet

Price: 1,820.00

Location: Women's restroom

Description: Swap out 3 water closet flush valves & 2 faucets

Price: \$ 1,980.00

\$ 6575



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August 16, 2020

City of Decatur Touchless Plumbing Options

Building: MSC

Location: Forestry Sink Upstairs

Description: Swap out 1 faucet with goose neck

Price: \$ 890.00

Location: Women's shop restroom

Description: swap out 1 faucet 1water closet flush valve

Price: \$\$965.00

Location: Men's shop restroom

Description: Swap out 1 faucet & 2 water closet flush valves

Price: \$ 1,235.00

Option: to swap out 2 existing urinal sensor flush valves with new kind, to match \$ 460.00

Location: Mechanics Break Room

Description: Swap out 1 goose neck faucet in break room sink

Price: \$ 895.00

Location: Street Dept. Break Room

Description: Replace existing Water Cooler in hall way with new bottle fill station

Price: \$ 1,975.00

Location: women's restroom by Street Dept. Break Room

Description: Swap out 1 water closet flush valve & 1 faucet

Price: \$ 895.00

Location: Men's restroom by Street Dept. Break Room

Description: Swap out 1 faucet & 3 water closet flush valves

Price: \$1,255.00

Option: Swap out 2 existing urinal sensor flush valves with new to match \$ 460.00



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Location: Street Dept. Break Room

Description: Replace existing goose neck faucet with new in double bowl sink

Price: \$ 895.00

Location: MSC Conference Room

Description: Swap out 1 faucet in sink

Price: \$ 815.00

Location: Front Entrance Water Cooler

Description: Replace existing water cooler with new bottle fill station

Price: \$ 1,975.00

Location: Front Entrance Men's & Women's Restrooms

Description: Swap out 2 faucet & 3 water closet flush valves

Price: \$1,850.00 1 price includes men's & women combined

Option: to swap out 1 existing urinal sensor flush valves with new kind, to match \$ 255.00

Location: Traffic Break Room

Description: Swap out 1 water cooler with new bottle fill station

Price: \$ 1,975.00

Location: Traffic Break Room

Description: Swap out 1 goose neck faucet with new in break room sink

Price: \$ 895.00

Location: Women's restroom near Traffic Break Room

Description: Swap out 1 water closet flush valve & 1 faucet

Price: \$ 925.00

Location: Men's restroom near Traffic Break Room

Description: Swap out 2 faucets & 2 water closet flush valves

Price: \$ 1,795.00

Option: Swap out 2 existing urinal sensor flush valves with new to match \$ 460.00

$$\$25,235 + \$1,635 = \underline{\underline{\$26,870}}$$

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Zoning Board of Appeals Minutes of May 14, 2020	Backup Material
Plan Commission Minutes of July 2, 2020	Backup Material

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

Thursday, May 14, 2020 4:00 P.M.
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The, May 14, 2020 meeting of the Decatur Zoning Board of Appeals was called to order at 4:03 P.M. by Chairman Julie Lamb who determined a quorum was present.

The meeting was held with Committee members participating through electronic attendance pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation.

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

Members Absent: None

Staff Present: Greg Crowe, Joselyn Stewart,
Richelle Irons, Amy Waks, Janet Poland

II. Approval of Minutes: March 12, 2020

It was moved and seconded (Brodnicki/Risby) to approve the minutes of the March 12, 2020 meeting of the Zoning Board of Appeals. Motion carried unanimously.

Mr. Zane Peterson entered the meeting at 4:05 P.M.

III. New Business

Case No. 20-03 Petition of MOUND CHAPEL CHURCH OF GOD, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512 as amended, Section XXV.B.9.c.) to reduce the required front yard setback line of an Electronic Message Unit from 10 feet to 5 feet to allow for the construction of a sign with an electronic message unit for the existing church at 109 WEST MANCHESTER DRIVE

Mr. Greg Crowe was sworn in by Mrs. Janet Poland.

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

Mr. Jason Thompkins, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Thompkins said the church has an existing monument/granite style sign. They are wanting to add the message unit to the existing sign. The required front yard setback for an Electronic Message Unit is ten (10) feet and the setback for existing sign is five (5) feet. The church is requesting a variance to reduce the front yard setback to five (5) feet.

There were no questions and no objectors present.

It was moved and seconded (Peterson/Taylor) to approve Case. No. 20-03 as recommended by staff.

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

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Aukamp/Brice) to adjourn the meeting. Motion carried unanimously. Chairman Lamb declared the meeting adjourned at 4:17 P.M.

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

Thursday, July 2, 2020
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 2, 2020 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the Civic Center Theatre, Second Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

The meeting was held with two Committee members participating through electronic attendance pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation.

Members Present: Bruce Frantz, Steve Kline, Kent Newton,
Tom Brinkoetter, Bill Clevenger, Jason Drake, Susie Peck

Members Absent: Rick Johnson, Mike Peoples

Staff Present: Greg Crowe, Joselyn Stewart, John Robinson, Janet Poland

II. Approval of Minutes of the June 4, 2020 City Plan Commission Meeting

It was moved and seconded (Frantz/Brinkoetter) to approve the minutes of the June 4, 2020 meeting of the Decatur City Plan Commission. Motion carried unanimously.

III. New Business

Case No. 20-16 Petition of TEMPLE B'NAI ABRAHAM to rezone the properties located at 1326 through 1336 WEST ELDORADO STREET from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

It was moved and seconded (Frantz/Kline) to forward Case No. 20-16 to the City Council with a recommendation of approval as set forth in the staff report.

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

Mrs. Stewart discussed staff's recommendation and presented slides (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Discussion amongst the Plan Commission members and City Staff followed Mrs. Stewart's presentation including the B-1 uses. Mr. Greg Crowe stated staff is comfortable with the uses that are allowed in the B-1 District.

Mr. Bill Clevenger said Fairview Park is one of legacy parks in the community and urged City staff to consider the impact any potential development would have on the Fairview Park entrance and not allow something that would be detrimental to the area. He indicated that he will be abstaining from the vote.

Mr. Randall Waks, representative for the petitioner, was sworn in by Mrs. Poland. Mr. Waks stated he is a member of the Board of Trustees for the Temple B'Nai Abraham. The building was built in 1958 when the membership was larger. They do not require the large building any longer.

Mr. Steven Luker, objector, was sworn in by Mrs. Poland.

Mr. Luker said the Plan Commission should deny this petition since he does not believe it is compatible with the neighborhood.

Upon call of the roll, Commission members Kent Newton, Tom Brinkoetter, Jason Drake and Susie Peck voted aye. Commission members Bruce Frantz and Steven Kline voted nay. Commission member Bill Clevenger abstained. Motion carried.

Case No. 20-18 Petition of RICHELLE D. IRONS, INTERIM DIRECTOR OF COMMUNITY DEVELOPMENT to rezone the property located at 1308 WEST ELDORADO STREET from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District.

Mr. Bruce Frantz stated there were errors in the staff report and on the petition. The error in the staff report mixed the West and East directions for the Use and Zoning adjacent to the subject property. The error on the second page of the petition stated B-2 Zoning instead of B-1 Zoning. Mr. Crowe stated these were clerical errors and the case was published correctly as was the agenda. Mr. Frantz is concerned this might cause a problem in the future. Mr. John Robinson, Assistant Corporation Counsel, said the errors should not be a problem unless the members feel they are not adequately informed or the errors would alter their opinion. No Plan Commission members stated that the clerical errors created confusion nor misinformed them regarding the case.

It was moved and seconded (Frantz/Kline) to table Case No. 20-18 until the corrections are made to the staff report.

Upon call of the roll, Commission members Bruce Frantz, Kent Newton voted aye, Steven Kline, Tom Brinkoetter, Jason Drake, Susie Peck voted nay and Bill Clevenger abstained. Motion denied.

It was moved and seconded (Brinkoetter/Drake) to forward Case No. 20-18 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Stewart discussed staff's recommendation and presented slides (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Bill Clevenger said this area is the gateway to the park and urged City staff to consider the impact any potential development would have on the Fairview Park entrance and not allow something that would be detrimental to the area. He indicated that he will be abstaining from the vote.

There were no questions and no objectors present.

Upon call of roll, Commission members Kent Newton, Tom Brinkoetter, Jason Drake and Susie Peck voted aye. Commission members Bruce Frantz and Steven Kline voted nay. Commission member Bill Clevenger abstained. Motion carried.

Case No. 20-20 Petition of CARMALA, LLC to rezone the properties located at 5 SOUTHLAND DRIVE AND 11 ISABELLA DRIVE from R-3 Single Family to B-2 Commercial District.

It was moved and seconded (/Brinkoetter/Frantz) to forward Case No. 20-10 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Greg Crowe was sworn in by Mrs. Poland.

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

Mr. Carl Muench, petitioner, was sworn in by Mrs. Poland.

Mr. Muench stated rezoning to the B-2 Commercial District will offer the most flexibility for the potential development of the properties.

There were no questions and no objectors present.

Upon call of roll, Commission members Bruce Frantz, Steven Kline, Kent Newton, Tom Brinkoetter, Bill Clevenger, Jason Drake and Susie Peck voted aye. Motion carried.

Case No. 20-21 Petition of VICTORIA MASKE-MENDENHALL to rezone the property southwest and adjacent to 2410 WEST MOUND ROAD from M-1 Light Industrial District to R-1 Single Family Residence District.

It was moved and seconded (Newton/Brinkoetter) to forward Case No. 20-21 to the City Council with a recommendation of approval as set forth in the staff report.

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

Mr. Clifford Maske, petitioner, was sworn in by Mrs. Poland.

Mr. Maske said they are looking to rezone the property to R-1 District to be more compliant to the general surrounding area. This is not an industrial area any longer.

There were no questions and no objectors present.

Upon call of roll, Commission members Bruce Frantz, Steven Kline, Kent Newton, Tom Brinkoetter, Bill Clevenger, Jason Drake and Susie Peck voted aye. Motion carried.

Case No. 20-22 Petition of RICHELLE D. IRONS, INTERIM DIRECTOR OF COMMUNITY DEVELOPMENT, for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) to provide for a zoning district to govern the use of land, buildings, and structures within areas of the City where soil, topographic, and other conditions are better suited for the pursuit of agriculture or where essential community facilities or utilities do not yet or are not reasonably expected to serve the property by creating new section(s) and/or revising existing provisions in the said Zoning Ordinance including but not be limited to creating a new Section V AG Agricultural District and proposed amendments to Section II-Definitions.

It was moved and seconded (Brinkoetter/Newton) to forward Case No. 20-22 to the City Council with a recommendation of approval as set forth in the staff report.

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

Discussion amongst the Plan Commission members and City Staff followed Mr. Crowe's presentation including grandfathered uses and how rezoning to the AG Agricultural District would occur.

There were no objectors present.

Upon call of roll, Commission members Bruce Frantz, Steven Kline, Kent Newton, Tom Brinkoetter, Bill Clevenger, Jason Drake and Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No comments

VI. Adjournment

There being no further business, it was moved and seconded (Brinkoetter/Frantz) to adjourn the meeting.

Upon call of roll, Commission members Bruce Frantz, Steven Kline, Kent Newton, Tom Brinkoetter, Bill Clevenger, Jason Drake and Susie Peck voted aye. Chairman Peck declared the meeting adjourned at 3:56 P.M.

A handwritten signature in black ink, appearing to read "Bruce S. Frantz", written over a horizontal line.

Bruce Frantz, Secretary, Decatur City Plan Commission

City Clerk

DATE: 8/27/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointment - Library Board of Trustees

SUMMARY RECOMMENDATION:

Council is asked to pass the proposed Resolution approving the appointment of Karl Coleman to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution Approving Appointment	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Karl Coleman Library Board of Trustees 7/1/2023

DATED this 8th day of September, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 8th day of September, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 8th day of September, 2020.

Julie Moore Wolfe, Mayor

Public Works

DATE: 8/18/2020

MEMO: 2020-123

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Granting an Expansion to Permanent Easement to Ameren Illinois Company
PIN: 04-12-14-302-010

SUMMARY RECOMMENDATION:

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

BACKGROUND:

The subject property and easement are the parcels of property that make up the Transit Administration and maintenance facility for the City as shown on the attached location map. The City currently uses the property as the parking lot for the Transit facility and we have been parking below the high transmission lines here for years and would continue to do so even after easement granted. Ameren Illinois is expanding their transmission easements throughout the region to a full 100' up and down the corridor. The City will not be harmed in any way through this expansion.

Ameren has offered the City \$1,650.00 for this small strip of property (.107 acre) and staff finds that to be a reasonable offer. It is our recommendation that we accept their offer and grant them this additional easement along their existing transmission route.

PRIOR COUNCIL ACTION: There have been no prior Council actions regarding these proposed easements.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:
Ameren Illinois Company

STAFF REFERENCE: Matt Newell, Director of Public Works and Deputy City Manager Jon Kindseth will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: This will provide a small amount of unanticipated revenue (\$1,650.00) to the City.

ATTACHMENTS:

Description	Type
Ordinance Granting Expansion to Permanent Easement with Exhibit 1	Ordinance
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE GRANTING AN EXPANSION TO PERMANENT EASEMENT
TO AMEREN ILLINOIS COMPANY
PIN: 04-12-14-302-010**

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

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

EASEMENT AREA:

THAT PART OF LOT 1 OF THE ASSESSOR'S SUBDIVISION OF LOT 8 OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY THE PLAT THEREOF RECORDED IN BOOK 536 PAGE 242 IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID ASSESSOR'S SUBDIVISION; THENCE SOUTH 28°08'03" WEST ON THE EAST LINE OF SAID LOT 1 AND BEING PARALLEL AND 100 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ILLINOIS CENTRAL RAILROAD, 137.71 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF DECATUR BY TRUSTEE'S DEED RECORDED IN BOOK 2368 PAGE 411 IN SAID RECORDER'S OFFICE; THENCE SOUTH 88°17'57" WEST ON THE SOUTH LINE OF SAID CITY OF DECATUR TRACT, 29.39 FEET; THENCE NORTH 20°49'48" EAST ON A LINE 50 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF AMEREN LINE 1416, A DISTANCE OF 129.28 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 88°14'32" EAST ON SAID NORTH LINE, 48.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.107 ACRES, MORE OR LESS.

PIN 04-12-14-302-010

Section 2. That the Mayor and City Clerk or designee be, and they are hereby, authorized and directed to execute said grant for an expansion to permanent easement, on behalf of the City of Decatur.

PRESENTED, and ADOPTED this 8th day of September, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Decatur E Main St-Decatur Rt51

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Decatur, a Municipal Corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in Macon County, Illinois.

04-12-14-302-010

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

1

Approved by Ameren Legal Services August 2018

Easement No. 4.01

Line Name: Decatur E Main St-Decatur Rt51

Line No.: 1416

Orig REMS ID:

Exhibit 1

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this ____ day of _____, 20_____.

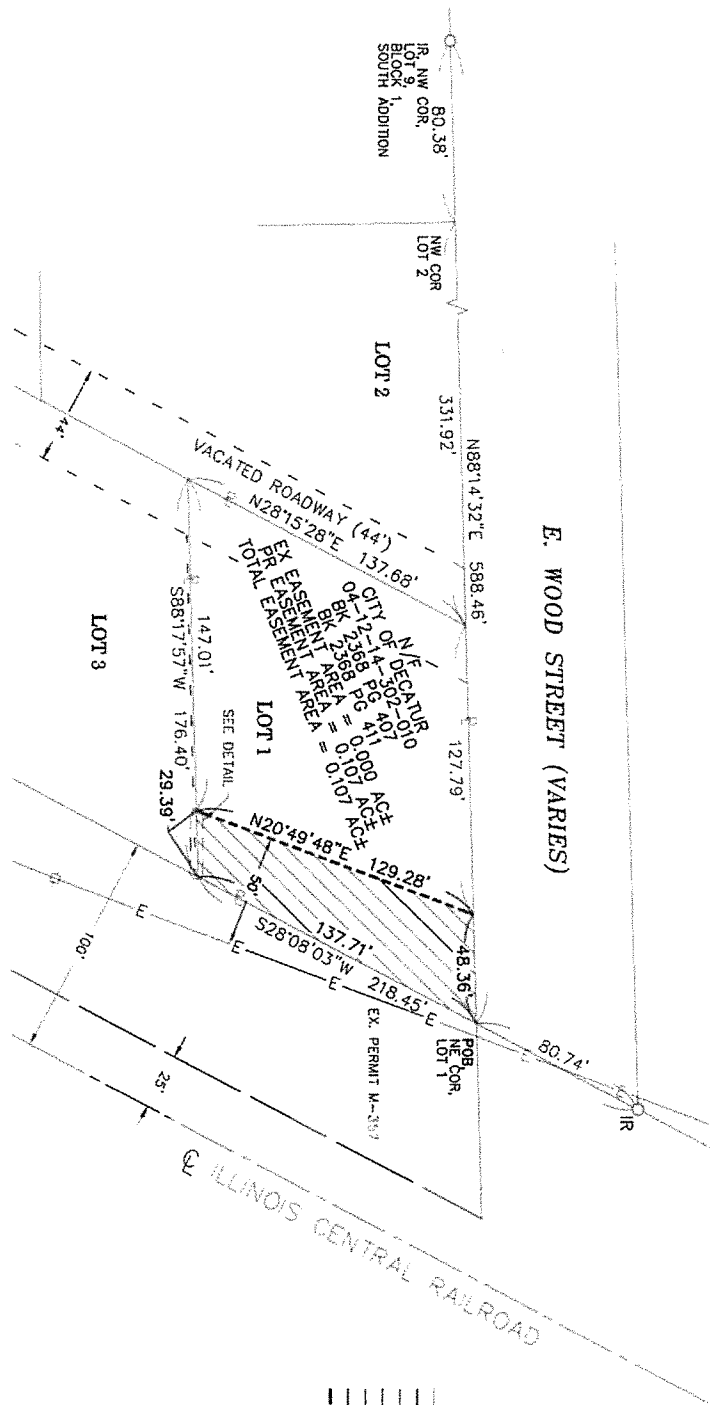
By: _____

Signature

Name: City of Decatur, a Municipal Corporation

Title: _____

"EXHIBIT A"



ASSESSOR'S SUBD. OF LOT 8
 W 1/2, SW 1/4, SEC. 14, T16N, R2E, 3rd P.M.
 (BK 598, PG 242)

EASEMENT LEGAL DESCRIPTION:
 THAT PART OF LOT 1 OF THE ASSESSOR'S SUBDIVISION OF LOT 8 OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ILLINOIS, DESCRIBED AS FOLLOWS:

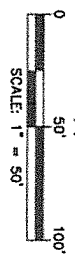
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID ASSESSOR'S SUBDIVISION; THENCE SOUTH 28°08'03" WEST ON THE EAST LINE OF SAID LOT 1 AND BEING PARALLEL AND 100 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ILLINOIS CENTRAL RAILROAD, 137.71 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVERTED TO THE CITY OF DECATUR BY TRUSTEE'S DEED RECORDED IN BOOK 2368 PAGE 411 IN SAID RECORDER'S OFFICE; THENCE SOUTH 88°17'57" WEST ON THE SOUTH LINE OF SAID CITY OF DECATUR TRACT, 29.39 FEET; THENCE NORTH 20°49'48" EAST ON A LINE 50 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF AMEREN LINE 1416, A DISTANCE OF 129.28 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 88°14'52" EAST ON SAID NORTH LINE, 48.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.107 ACRES, MORE OR LESS.



DETAIL
 NOT TO SCALE

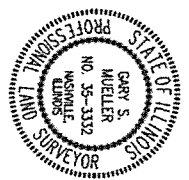
- LEGEND**
- PARCEL LINE
 - RIGHT OF WAY LINE
 - SECTION LINE
 - LOT LINE
 - TRANSMISSION LINE #1416
 - EXISTING CENTERLINE
 - PROPOSED EASEMENT LINE
 - TRANSMISSION LINE STRUCTURE
 - IRON ROD FOUND
 - POINT OF BEGINNING
 - RECORD DIMENSION
 - PROPOSED EASEMENT AREA



- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS COORDINATE SYSTEM, EAST ZONE (NAD83--2011--EPOCH 2010.0)
 2. FIELD WORK COMPLETED OCTOBER OF 2019.
 3. DOCUMENTS, DEED BOOKS, AND/OR VOLUMES SHOWN HEREON ARE PER MACON COUNTY RECORDS.

THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

API JOB FILE: 19-126



CERTIFICATION

THIS IS TO CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THIS EXHIBIT IS A TRUE REPRESENTATION THEREOF FOR THE EXCLUSIVE BENEFIT OF THE PARTIES TO THE SAID SUBDIVISION EASEMENTS AND RIGHTS OF WAY RECORD.

Gary S. Mueller
 02-21-20
 DATE
 GARY S. MUELLER
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3332
 (LICENSE EXPIRATION/RENEWAL DATE: 11-30-20)

AMEREN ILLINOIS
 DECATUR E. MAIN TO DECATUR RT 51 (LINE 1416)
 TAX ID NO. 04-12-14-302-010
 MACON COUNTY, ILLINOIS

API Survey LLC
 1148 N. Meacham Rd.
 Suite A, P.O. Box 333
 Naaville, Illinois 62863
 Phone 618-478-9001
 Fax 618-478-9000
 Email: gary@apisurvey.com
 IDPR Design Firm License No. 184-008328



Owner City of Decatur, a Municipal Corporation
 County Macon
 Parcel No. 04-12-14-302-010

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.107 acres located in Macon County, Illinois, as right of way for Ameren, for the total sum of one Thousand Six Hundred Dollars (\$ 1,650.00) to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
<u>City of Decatur</u>	<u>37-6001 308</u>	<u>\$1,650.00</u>

Signature	Signature
Print Name	Print Name
Signature	Signature
Print Name	Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Easement Amount	\$	_____
Damages Amount	\$	_____
Total	\$	_____
Detailed Damages Description		

Easement No. 4.01

Line Name-Number: Decatur E Main St-Decatur Rt51 - 1416

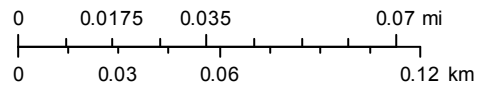
Ameren Transmission Easement 04-12-14-302-010



8/27/2020 12:42:16 PM

1:2,257

- Addresses
- Decatur City Limits
- Roads (small scale)**
- <all other values>
- Interstate Highway
- State Route or U.S. Highway
- Arterial
- Residential
- County Highway
- Railroad Tracks
- Macon Co. Tax Parcels



City of Decatur, IL and County of Macon, IL

Public Works

DATE: 8/18/2020

MEMO: 2020-124

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Granting an Expansion to Permanent Easement to Ameren Illinois Company
PIN: 04-12-22-253-003

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the following ordinance authorizing the Mayor to sign and the City Clerk to attest to the conveyance of a permanent easement on City property to Ameren Illinois Company.

BACKGROUND:

The subject property and easement are located just south and west of the Lake Decatur Dam as shown on the attached location map. The City does not anticipate any disruption to the use the property for City operations and rather the bulk of the property is used as a detention area. Ameren Illinois is expanding their transmission easements throughout the region to a full 100' up and down the corridor. The City will not be harmed in any way through this expansion.

Ameren has offered the City \$4,000.00 for this strip of property (.267 acres) and staff finds that to be a reasonable offer. It is our recommendation that we accept their offer and grant them this additional easement along their existing transmission route.

PRIOR COUNCIL ACTION:

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

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: Ameren Illinois Company

STAFF REFERENCE: Matt Newell, Director of Public Works and Deputy City Manager Jon Kindseth will attend the City Council meeting to answer any questions of the

Council on this item.

BUDGET/TIME IMPLICATIONS:

This will provide a small amount of unanticipated revenue (\$4,000.00) to the City.

ATTACHMENTS:

Description	Type
Ordinance Granting Expansion to Permanent Easement with Exhibit 1	Ordinance
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE GRANTING AN EXPANSION TO PERMANENT EASEMENT
TO AMEREN ILLINOIS COMPANY
PIN: 04-12-22-253-003**

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

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

EASEMENT AREA:

THAT PART OF LOT 1 IN DECATUR VULCAN ADDITION AS PER PLAT THEREOF RECORDED IN BOOK 1832 PAGE 848 IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 1 IN SAID DECATUR VULCAN ADDITION; THENCE NORTH 76°30'18" WEST ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 42.99 FEET; THENCE NORTH 28°06'50" EAST ON A LINE 50 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF AMEREN LINE 1416, A DISTANCE OF 307.18 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 59°48'04" EAST ON SAID NORTH LINE, 41.49 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 28°05'17" WEST ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 294.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.287 ACRES, MORE OR LESS, OF WHICH 0.020 ACRES HAS BEEN PREVIOUSLY PERMITTED FOR EASEMENT PURPOSES.

PIN 04-12-22-253-003

Section 2. That the Mayor and City Clerk or designee be, and they are hereby, authorized and directed to execute said grant for an expansion to permanent easement, on behalf of the City of Decatur.

PRESENTED, and ADOPTED this 8th day of September, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Decatur E Main St-Decatur Rt51

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Decatur, Illinois, a Municipal Corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in Macon County, Illinois.

04-12-22-253-003

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

1

Approved by Ameren Legal Services August 2018

Easement No. 16.01

Line Name: Decatur E Main St-Decatur Rt51

Orig REMS ID: 002103-222995

Line No.: 1416

Exhibit 1

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this _____ day of

_____, 20_____.

By: _____

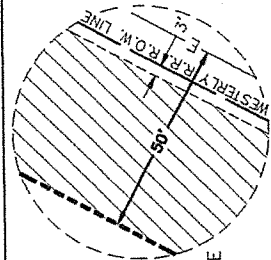
Signature

Name: City of Decatur, Illinois, a Municipal Corporation

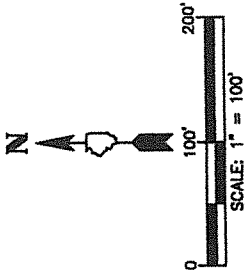
Title: _____

"EXHIBIT A"

- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS COORDINATE SYSTEM, EAST ZONE (NAD83-2011-EPOCH 2010.0)
 2. FIELD WORK COMPLETED OCTOBER OF 2019.
 3. DOCUMENTS, DEED BOOKS, AND/OR VOLUMES SHOWN HEREON ARE PER MACON COUNTY RECORDS.



DETAIL
NOT TO SCALE



LEGEND

- PARCEL LINE
- RIGHT OF WAY LINE
- SECTION LINE
- LOT LINE
- TRANSMISSION LINE #1416
- OTHER OVERHEAD ELECTRIC LINE
- EXISTING CENTERLINE
- EXISTING PERMIT LINE
- PROPOSED EASEMENT LINE
- TRANSMISSION LINE STRUCTURE
- OTHER UTILITY POLE
- IRON ROD FOUND
- GUY WIRE
- POINT OF BEGINNING
- RECORD DIMENSION
- PROPOSED EASEMENT AREA
- EXISTING PERMIT AREA
- PER AMEREN #2103

NE 1/4, R2E,
SEC 22, T16N, NE 1/4
3rd P.M.

SANGAMON RIVER

NORTH LINE, LOT 1
DECATUR VULCAN ADDITION/
TOP BANK OF RIVER

DECATUR VULCAN ADDITION
(BK 1832, PG 848)

LOT 1

N/F
CITY OF DECATUR
04-12-22-253-003
BK 1252 PG 126
BK 1698 PG 19
EX PERMIT AREA = 0.020 AC±
PR EASEMENT AREA = 0.287 AC±
TOTAL EASEMENT AREA = 0.287 AC±

LINE	BEARING	DISTANCE
L1	N76°30'18"W	42.99'
L2	S59°48'04"E	41.49'

LOT 2

EASEMENT LEGAL DESCRIPTION:
THAT PART OF LOT 1 IN DECATUR VULCAN ADDITION AS PER PLAT THEREOF RECORDED IN BOOK 1832 PAGE 848 IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 1 IN SAID DECATUR VULCAN ADDITION; THENCE NORTH 76°30'18" WEST ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 42.99 FEET; THENCE NORTH 28°06'50" EAST ON A LINE 50 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF AMEREN LINE 1416, A DISTANCE OF 307.18 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 59°48'04" EAST ON SAID NORTH LINE, 41.49 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 28°05'17" WEST ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 294.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.287 ACRES, MORE OR LESS, OF WHICH 0.020 ACRES HAS BEEN PREVIOUSLY PERMITTED FOR EASEMENT PURPOSES.

CERTIFICATION

THIS IS TO CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THIS EXHIBIT IS A TRUE REPRESENTATION THEREOF FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS. SURVEY IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

Gary S. Mueller 12-20-19
DATE
GARY S. MUELLER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3332
(LICENSE EXPIRATION/RENEWAL DATE: 11-30-20)



ILLINOIS CENTRAL RAILROAD

AMEREN ILLINOIS
DECATUR E. MAIN TO DECATUR RT 51 (LINE 1416)
TAX ID NO: 04-12-22-253-003
MACON COUNTY, ILLINOIS

API Survey LLC

11145 N. Mockingbird Rd.
Suite A, P.O. Box 393
Nashville, Illinois 62289
Phone 618-478-8000
Email: gary@apisurvey.com
IDPR Design Firm License No. 184-006526



Owner City of Decatur, Illinois, a Municipal Corporation
 County Macon
 Parcel No. 04-12-22-253-003

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.267 acres located in Macon County, Illinois, as right of way for Ameren, for the total sum of Four Thousand Dollars (\$ 4,000.00) to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
<u>City of Decatur</u>	<u>37-6001308</u>	<u>4,000.00</u>

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Easement Amount	\$ _____
Damages Amount	\$ _____
Total	\$ _____
Detailed Damages Description	_____

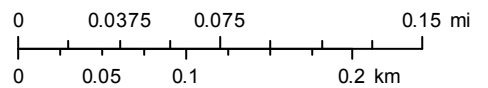
Ameren Transmission Easement 04-12-22-253-003



8/27/2020 12:36:37 PM

1:4,514

- | | |
|-----------------------------|-----------------|
| Decatur City Limits | Arterial |
| Roads (small scale) | Residential |
| <all other values> | County Highway |
| Interstate Highway | Railroad Tracks |
| State Route or U.S. Highway | |



City of Decatur, IL and County of Macon, IL

Public Works

DATE: 8/31/2020

MEMO: 2020-126

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinances Authorizing the Installation of Stop Signs at the Intersection of Home Park Avenue at Ravina Park Road Facing Home Park Avenue.

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinances authorizing the installation of stop signs at the following intersections:

1. Home Park Avenue at Ravina Park Road.
2. Home Park Avenue at West Division Street.

BACKGROUND:

The Home Park/Ravina Park Neighborhood Watch contacted City Staff with concerns at the intersections of Home Park Avenue at Ravina Park Road and Home Park Avenue at West Division Street. Staff observed the intersections and reviewed accident reports. Both intersections are controlled by yield signs. While no past accidents within the last three years were a result of driver's failing to yield at the yield sign, it is still preferred to use stop signs rather than yield signs to manage right-of-way at an intersection. Approval of the attached ordinances will remove the existing yield signs and replace them with stop signs.

SCHEDULE: Stop signs are usually installed within 10 days of approval.

PRIOR COUNCIL ACTION: There have been no prior Council actions.

POTENTIAL OBJECTIONS: No objections anticipated.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$400 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 4 hours of staff time to make and install the signs.

ATTACHMENTS:

Description	Type
Ordinance Authorizing the Installation of Stop Signs at the Intersection of Home Park Avenue and Ravina Park Road Facing Home Park Avenue	Ordinance
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF HOME PARK AVENUE AND RAVINA PARK ROAD FACING
HOME PARK AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on Home Park Avenue approaching Ravin Park Road from the south shall stop and yield the right-of-way to vehicles on Ravina Park Road which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of September 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**REQUESTED STOP SIGNS
HOME PARK AVENUE AND RAVINA PARK ROAD**



PROPOSED STOP SIGNS



REMOVAL OF YIELD SIGNS

**City of Decatur, Illinois
Public Works Department
Engineering Division**

Public Works

DATE: 8/31/2020

MEMO: 2020-126

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinances Authorizing the Installation of Stop Signs at the Intersection of Home Park Avenue and West Division Street Facing West Division Street.

ATTACHMENTS:

Description	Type
Ordinance Authorizing the Installation of Stop Signs at the Intersection of Home Park Avenue and West Division Street Facing West Division Street	Ordinance
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF HOME PARK AVENUE AND WEST DIVISION STREET FACING
WEST DIVISION STREET**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on West Division Street approaching Home Park Avenue from the east shall stop and yield the right-of-way to vehicles on Home Park Avenue which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 8th day of September 2020.



JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**REQUESTED STOP SIGNS
HOME PARK AVENUE AND WEST DIVISION STREET**



-  **PROPOSED STOP SIGNS**
-  **REMOVAL OF YIELD SIGNS**

**City of Decatur, Illinois
Public Works Department
Engineering Division**

Public Works

DATE: 8/27/2020

MEMO: 2020-125

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for a Water Main Crossing, City Project 2020-10.

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolutions authorizing the Mayor to execute and the City Clerk to attest the following items:

1. An agreement with the Norfolk Southern Railroad for a water main crossing on Moffet Lane north of U.S. Route 36.
2. Change Order No. 1 for the 2020 Water Main Replacement Project, City Project 2020-10 extending the completion date on the contract with Burdick Plumbing and Heating to July 1, 2021 to allow for the completion of the water main crossing on Moffet Lane at Rt. 36 and the NSRR.

BACKGROUND:

The 2020 Annual Water Main Replacement Project is replacing the water main in the Hillcrest Neighborhood area on the west side of the City as shown on the attached location map. The project includes boring a new water main connection to the dead-end system on Moffet Lane located on the north side of Rt 36 and the Norfolk Southern Railroad. The main connection work is contingent on the approval of a crossing agreement with the Norfolk Southern Railroad. The water main connection will increase water pressure, system reliability and improve water quality in the neighborhood north of the highway.

The Agreement with the Norfolk Southern Railway is similar to the language used for other City utility crossings with the railroad and is typical of the language used in other crossing locations served by the NSRR. The utility crossing agreement does not include a yearly fee. The city delayed action on this water line project in order to seek more favorable

easement terms from the Norfolk-Southern Railway; but we were not successful. In the interests of efficient contract administration and municipal service delivery, it is recommended that we proceed with the improvements anyway.

Contract Time Extension

The contractor originally scheduled the water main boring work at the beginning of the project due to the subcontractor’s availability. The delay in securing the agreement with the railroad will push back the boring work into 2021 which will require a 6-month time extension to the contract. The request adds no additional cost to the contract.

PRIOR COUNCIL ACTION:

February 24, 2020 – Resolution R2020-22 approved a contract with Burdick Plumbing and Heating for the 2020 Annual Water Main Replacement Project of Hillcrest subdivision for \$2,699,720. This water main is a small piece of this larger contract.

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

INPUT FROM OTHER SOURCES:

None.

Legal Review: The agreement was reviewed by Legal Counsel on January 26, 2020.

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is approved and was allocated in the Water Non-Lake Capital Fund which is supported by water fees.

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

ATTACHMENTS:

Description	Type
Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for a Water Main Crossing	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE NORFOLK SOUTHERN RAILWAY COMPANY FOR A WATER MAIN
CROSSING
CITY PROJECT 2020-10**

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

Section 1. That the Agreement for a Water Main Crossing, presented to the City Council herewith, as Exhibit 1 and made part hereof, between the City of Decatur and the Norfolk Southern Railway Company be, and the same 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 for a Water Main Crossing between the City of Decatur, Illinois, and the Norfolk Southern Railway Company.

PRESENTED and ADOPTED this 8th day of September 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit 1

NORFOLK SOUTHERN RAILWAY COMPANY

ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY

APPLICANT: City of Decatur, Illinois
1 Gary K Anderson Plaza
Decatur, Illinois 62523

SUBJECT: Decatur, Macon County, Illinois
Milepost DH-378.77, Mosser-Hannibal Line, Illinois Division
Latitude N 39.848278, Longitude W 89.005555

Norfolk Southern Activity No. 1275929

Proposed installation of an underground crossing of an 8-inch ductile iron water pipeline in a 24-inch steel casing pipe wholly within the confines of Moffett Lane (AAR/DOT #479255X)

In response to Applicant's submittal dated September 30, 2019, regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawings marked Exhibits A and B, received by Railway on August 26, 2020, and Pipe Data Sheet, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the Applicant.
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance

(a) Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Applicant, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Applicant pays the then current risk financing fee for each affected installation, Applicant, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Applicant, or its contractor if it employs one, shall furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Applicant in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

- Prior to commencement of any work to be performed, Applicant shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Applicant of such matters and the estimated cost therefor. No work shall be permitted without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about any Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Applicant agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the Applicant's Facilities to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railway for the protection of its train traffic and the protection of the property owned or in possession or control of Railway, or its employees, patrons, or licensees, Railway shall have the right to do so and Applicant agrees to bear full cost and expense thereof and to promptly reimburse Railway upon demand.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- In the event of any revision, renewal, addition, removal or alteration of said facilities, prior approval of the Railway must be secured. Applicant must also furnish Railroad Protective Liability Insurance for this work.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense therefore.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.
- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.
- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a

reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Applicant: City of Decatur, Illinois
1 Gary K Anderson Plaza
Decatur, Illinois 62523
Attention: City Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection). The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

ACCEPTED BY:

NORFOLK SOUTHERN RAILWAY COMPANY

Real Estate Manager

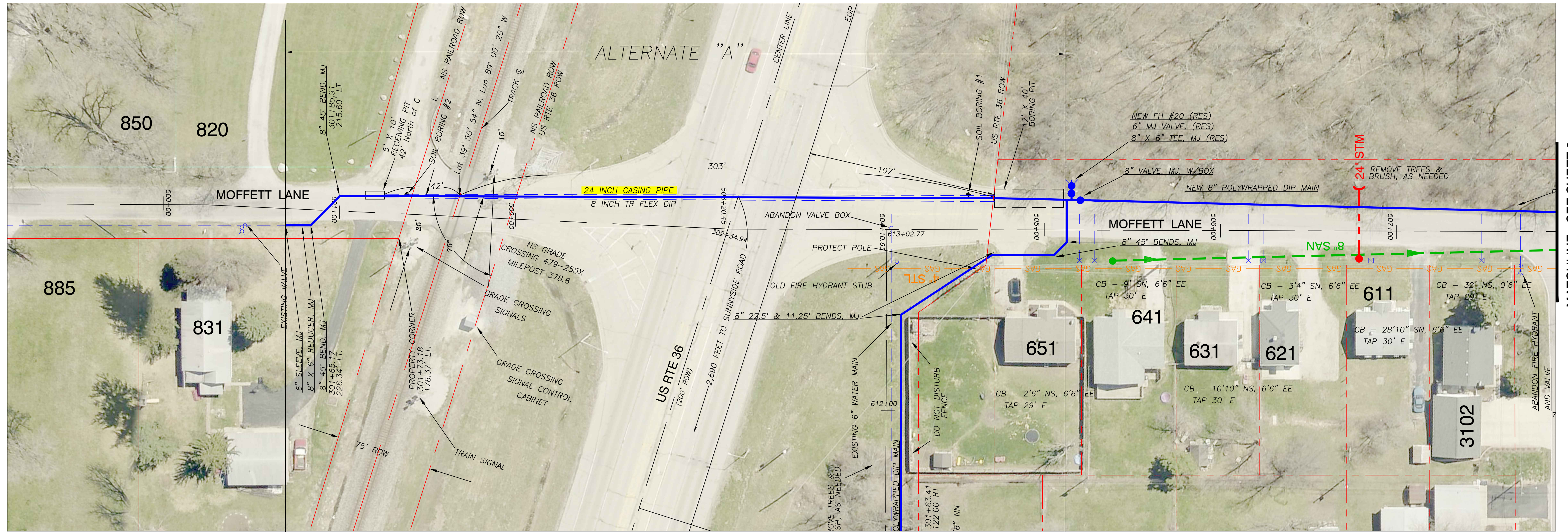
DATE _____

CITY OF DECATUR, ILLINOIS

Title _____

DATE _____

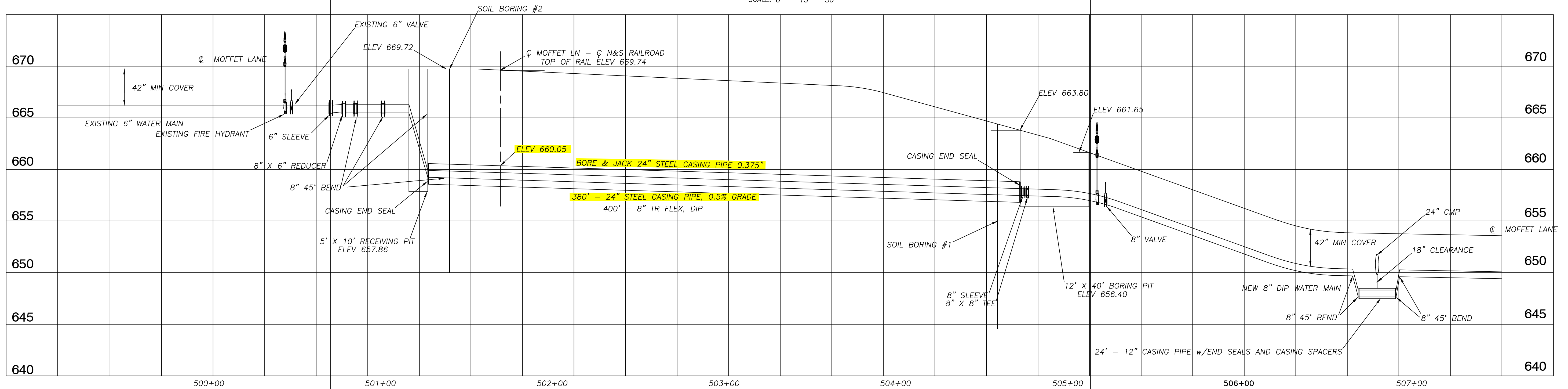
Activity Number: 1275929
AD: August 27, 2020



PLAN

MATCHLINE - SEE SHEET 14

NOTE: CONCRETE & ASPHALT PAVEMENT REPAIR NOT SHOWN FOR CLARITY.
8" CLASS B & 5" CLASS D PATCH. BACKFILL EXCAVATION
ACCORDING TO STANDARDS 1050 & 2050 AND APPLY
TEMPORARY PATCH, AS NEEDED.



ALTERNATE "A"
PROFILE

HORIZ. SCALE: 0" = 15' = 30'
VERT. SCALE: 0" = 1' = 2' = 5'

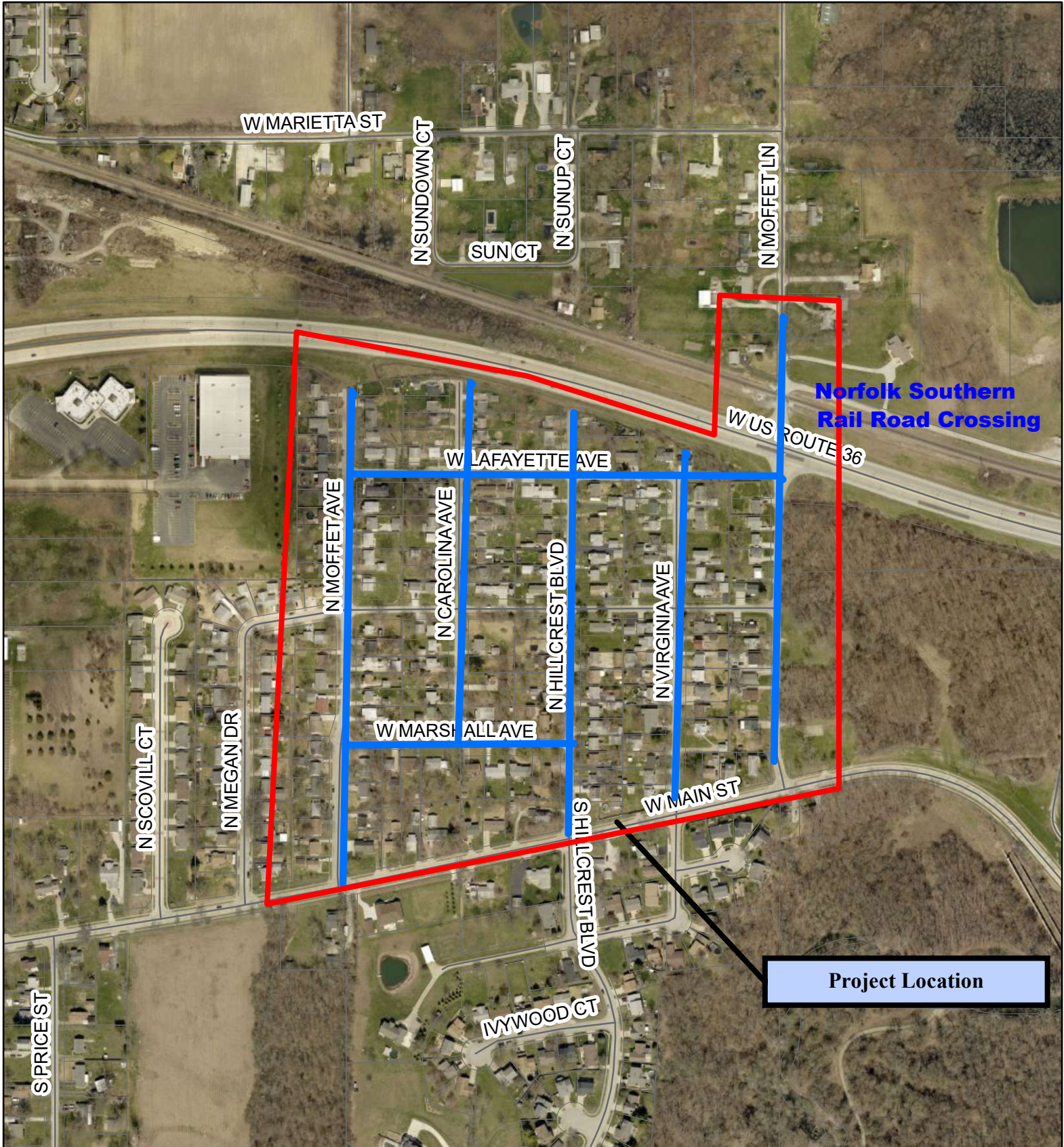
PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Water	
MAX. ALLOWABLE OPERATING PRESSURE	80 psi	
NOMINAL SIZE OF PIPE	8"	24"
OUTSIDE DIAMETER	9.05"	24"
INSIDE DIAMETER	8.39"	23.25"
WALL THICKNESS	0.33"	0.375"
WEIGHT PER FOOT	27.7 lb/ft	94.6 lb/ft
MATERIAL	Ductile Iron	Steel
PROCESS OF MANUFACTURE	Cast	Welded
SPECIFICATION	AWWA 151	ASTM A-139
GRADE OR CLASS (Specified Minimum Yield Strength)	Class 52	Grade B
TEST PRESSURE	120 psi	
TYPE OF JOINT	Restrained Gasket	Welded
TYPE OF COATING	Asphaltic	None
DETAILS OF CATHODIC PROTECTION	None	None
DETAILS OF SEALS OR PROTECTION AT END OF CASING	See Attached	
CHARACTER OF SUBSURFACE MATERIAL	See Soil Report	See Soil Report
APPROXIMATE GROUND WATER LEVEL	See Soil Report	See Soil Report
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	See Soil Report	See Soil Report

Proposed method of installation (refer to NSCE-8 Specification):

- Bore and jack
- Jacking
- Tunneling (with Tunnel Liner Plate)
- Directional Bore/Horizontal Direction Drilling – Method A
- Directional Bore/Horizontal Direction Drilling – Method B
- Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- Other (Specify): _____

2020 Annual Water Main Replacement Project Location Map City Project 2020-10



Public Works

DATE: 8/27/2020

MEMO: 2020-125

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT: Resolution Authorizing Change Order No. 1 to the Contract with Burdick Plumbing and Heating Company, Inc. for the 2020 Water Main Replacement Project, City Project 2020-10.

SUMMARY RECOMMENDATION: Please refer to Council Memo 2020-125.

BACKGROUND: The city delayed action on this water line project in order to seek more favorable easement terms from the Norfolk-Southern Railway; but we were not successful. In the interests of efficient contract administration and municipal service delivery, it is recommended that we proceed with the improvements anyway.

ATTACHMENTS:

Description	Type
Resolution Authorizing Change Order No. 1 to the Contract with Burdick Plumbing and Heating Company Inc. for the 2020 Water Main Replacement Project	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1
TO THE CONTRACT WITH BURDICK PLUMBING AND HEATING COMPANY,
INC. FOR THE 2020 WATER MAIN REPLACEMENT PROJECT,
CITY PROJECT 2020-10**

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

Section 1. That Change Order No. 1 to the Contract between Burdick Plumbing and Heating Company, Inc., and the City of Decatur, Illinois, for the 2020 Water Main Replacement Project, attached hereto as Exhibit A, be authorized.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Change Order No. 1 to Contract between the City of Decatur, Illinois and Burdick Plumbing and Heating Company, Inc.

Section 3. That the changes in the above-described contract are germane to said contract, as signed, and the change order is in the best interest of the City of Decatur and is authorized by law.

Section 4. The Director of Public Works certifies that the circumstances said to necessitate the change order were not reasonably foreseeable at the time the contract was signed.

PRESENTED and ADOPTED this 8th day of September 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

Exhibit A

Change Order

Date: August 31, 2020 Project: Annual Water Main Replacement Project
 Request No. 1 Final Project Number: 2020-10
 Contractor: Burdick Plumbing and Heating
 Address: 1175 N 20th St
Decatur, IL 62525

I recommend that an addition of \$0 be made to the above contract.
 deduction

I recommend that an extension of 195 days be made to the above contract completion date.
 The revised completion date is now July 1, 2021.

Amount of original contract	\$	<u>2,699,720.00</u>
Amount of previous change orders	\$	<u>0</u>
Amount of current change order	\$	<u>0</u>
Amount of adjusted/final contract	\$	<u>2,699,720.00</u>

addition
 Total net deduction to date \$ 0 which is 0 % of Contract Price

State fully the nature and reason for the change order _____
Additional time added to complete the bore and jack under the Norfolk Southern Railroad. The work was delayed due to the approval of the Agreement

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:

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

Recommended	<u>[Signature]</u> Project Manager	<u>8/31/2020</u> Date	Accepted	<u>Burdick Plumbing</u> <u>[Signature]</u> Contractor	<u>8/31/20</u> Date
Recommended	<u>[Signature]</u> Public Works Director			<u>8-31-20</u> Date	
Approved	_____ Mayor	_____ Date	Attested	_____ City Clerk	_____ Date

2020 Annual Water Main Replacement Project Location Map City Project 2020-10

