



**Monday, July 3, 2017  
5:30 PM**

## **CITY COUNCIL AGENDA**

### **I. Call to Order**

1. Roll Call
2. Pledge of Allegiance

### **II. Appearance of Citizens**

#### Policy relative to Appearance of Citizens:

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

### **III. Approval of Minutes**

Approval of Minutes of June 19, 2017 City Council Meeting

### **IV. Unfinished Business**

### **V. New Business**

1. Ordinance Rezoning Property R-3 Single Family Residence District to O-1 Office District 4 and 12 Southland Drive
2. Ordinance Rezoning Property R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District 3350 North 27th Street
3. Ordinance Rezoning Property B-3 Planned Shopping Center District to B-2 Commercial District 450 East Pershing Road
4. Ordinance Amending PD Planned Development District 1312 North Water Street
5. Resolution Authorizing an Agreement with AECOM Technical Services, Inc. for Engineering Services to Provide Design Services to Improve the Mound Road / Spring Creek West & Middle Bridges, City Project 2017-06
6. Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion of Engineering Costs for the Mound Road / Spring Creek West & Middle Bridges Improvement by Municipality Under the Illinois Highway Code, City Project 2017-06
7. Receiving and Filing of Minutes of Boards and Commissions

### **VI. Other Business**

### **VII. Adjournment**

## CITY COUNCIL MINUTES

Monday, June 19, 2017

On Monday, June 19, 2017, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, and Lisa Gregory. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

Mayor Julie Moore Wolfe asked for a moment of silence in remembrance of Micah Wakeman, a 16 year veteran of the Fire Department who passed away last week.

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

John O'Brien read a statement regarding the introduction and passage of ordinances and resolutions. He believed it would be beneficial to allow more time to consider all the aspects of ordinances.

The minutes of the June 5, 2017 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilman Chuck Kuhle, and on call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

Proclamation and Recognitions:

Mayor Julie Moore Wolfe asked Drew Thaxton to the podium and presented him with a Stephen Decatur Medallion. Drew Thaxton broke Eisenhower High School's record in the shot put and he finished second in the State.

Dr. Kristin White representing the Sister Cities Committee read a letter from the Mayor of Tokorozawa, Japan. The letter congratulated Mayor Julie Moore Wolfe on her recent election and the Mayor looked forward to working with Mayor Julie Moore Wolfe to continue their long standing relationship.

Councilman Pat McDaniel presented Mayor Julie Moore Wolfe with a City of Decatur logo flag to fly at the Civic Center. Mayor Julie Moore Wolfe presented the flag to Decatur Civic Center Manager Chris Brodnicki.

2017-31 Ordinance Annexing Territory – 3324 Ferris Drive, was presented.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman Charles Kuhle.

Upon call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-85 Resolution Approving an Agreement with Pure Technologies US Inc. dba Wachs Water Services for the Water Main Valve Assessment Project, City Project 2017-13, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Bill Faber asked why the City had overlooked the inspection for so many years. City Manager Tim Gleason shared the larger infrastructure projects are long overdue. Councilman Bill Faber suggested doing an inventory of the large projects the City is deferring. City Manager Tim Gleason stated those items are readily available in the Capital Improvement Plan. Councilman David Horn asked if the contractor has a prevailing wage, at that point and time, does the minority participation goals become a part of the contract. City Manager Tim Gleason explained what triggered the minority participation is if they would come upon deficient valve and actual City work is required. But MBE is not required on the professional service agreement. Councilman Charles Kuhle asked about the other bid not included in the packet. City Manager Tim Gleason stated it was actually an interview process and not a formal bid process.

Upon call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-86 Resolution Authorizing the First Amendment for an Intergovernmental Agreement with the Illinois Department of Transportation for Midwest Inland Port Study, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

AECOM Vice President John Schwalbach asked Council for their support of the Resolution. AECOM is ready to proceed with the Study given that the match is acquired.

Upon call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R20107-87 Resolution Authorizing Execution of Franchise Agreement – Comcast of Illinois/Indiana/Ohio LLC, was presented.

Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber inquired about requiring Comcast to provide a studio in Decatur for the public to use for community productions. Councilman Pat McDaniel stated the rates are prohibitive and if Comcast were to do that they would pass the cost on to the consumers. Mayor Julie Moore Wolfe stated that people are getting on Facebook and the internet to voice their opinions.

Libbie Stehn Tumulty with Comcast stated people are using Facebook and Twitter these days. People just aren't using public access because they are going through online sources. Comcast really doesn't have the resources to do production. Comcast typically partners with a third party and they let them handle the public access for them. Councilman Charles Kuhle asked if Council passed the Resolution, would Comcast still be open to the idea. Ms. Stehn Tumulty explained there isn't a public access channel in the proposed agreement or in the existing agreement. Councilman David Horn asked if this agreement would impede the City's ability to demolish unsafe properties. City Manager Tim Gleason replied it would not.

Upon call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business. Mayor Julie Moore Wolfe shared the City was honored by the Decatur Minority Black Chamber of Commerce for their investment in the minority enterprise program. Councilman Pat McDaniel stated he took part in the Macon County Soil and Water Conservation District Tour around the community to see how the City's money is being used to eliminate drainage going into Lake Decatur. Councilman Pat McDaniel stated it is a very good investment. Councilman Pat McDaniel asked citizens to read the Herald and Review's editorial today about how citizens of Illinois are suffering. Councilman David Horn received information about the 2017 Urban and Community Forestry Program. It offers grant support up to \$15,000 for a municipality to improve their urban forest. Councilman Bill Faber asked City Manager Tim Gleason to educate him about his responsibilities and duties if there would be a national disaster in the community. City Manager Tim Gleason stated he would provide a memorandum to Council. City Manager Tim Gleason recognized new hire Human Resources Director French Wilson. Councilman Charles Kuhle asked what the heroin use in our City was like. Police Chief Jim Getz stated like everywhere else it is a tough battle. Police are taking heroin off the streets every day. Councilwoman Lisa Gregory encouraged her colleagues to do a ride along with the police and fire departments. Councilman Charles Kuhle asked if the



copper and lead levels in water should be tested every year. City Manager Tim Gleason stated the City test as often as they are required to.

Councilwoman Dana Ray moved the regular Council meeting be adjourned; seconded by Councilman Pat McDaniel. Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:12 p.m.

Approved \_\_\_\_\_  
Debra G. Bright  
City Clerk

## Development Services

**DATE:** 6/23/2017

**MEMO:** No. 17-17

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

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

**SUBJECT:**

Rezone 4 and 12 Southland Drive from R-3 Single Family Residence District to O-1 Office District

**SUMMARY RECOMMENDATION:**

Staff recommends approval of the rezoning to O-1 Office District. The City Plan Commission voted 7-0 to recommend approval of this petition at the June 1, 2017 meeting; the minutes of the meeting are attached.

**BACKGROUND:**

The subject site is approximately 0.14 acres and is located at 4 and 12 Southland Drive. The subject site consists of two (2) single family residential structures and a detached garage.

The petitioner proposes to rezone from R-3 Single Family Residence District to O-1 Office District which would allow for all those uses permitted in the O-1 Office District.

The surrounding zoning includes B-2 Commercial District to the north, B-3 Planned Shopping Center District to the east and R-3 Single Family Residence District to the south and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density. The permitted uses in the O-1 Office District are compatible with the commercial and office uses in the area. Although the Comprehensive Plan shows the subject site as Residential-Low Density, the site is adjacent to US Business Route 51 as well as commercial and office uses. The O-1 Office District can create a transition area between the commercial uses and the residential uses. The proposed zoning is compatible with adjacent uses and zoning to the north and west with a mix of commercial and office uses present.

US Business Route 51 is a well-traveled state route in the City. A zoning district more intensive than residential fronting this state route is appropriate for this site. The proposed O-

1 Office District is compatible with the other districts and uses along the route.

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

**INPUT FROM OTHER SOURCES:**

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

**STAFF REFERENCE:** Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at [ssickle@decaturil.gov](mailto:ssickle@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** None

**ATTACHMENTS:**

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE REZONING PROPERTY  
R-3 SINGLE FAMILY RESIDENCE DISTRICT TO  
O-1 OFFICE DISTRICT  
- 4 AND 12 SOUTHLAND DRIVE -**

WHEREAS, on the 1<sup>st</sup> day of June, 2017, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Michael Kehart, to rezone premises legally described as:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF MACON, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS:

LOT TWO (2) OF SOUTHLAND HEIGHTS ADDITION TO DECATUR, AS PER PLAT RECORDED IN BOOK 300, PAGE 175 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, ALSO BEING THE INTERSECTION OF THE EXISTING WESTERLY RIGHT OF WAY LINE OF F.A.P. ROUTE 710 (BUSINESS U.S. 51) AND THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 60 DEGREES 22 MINUTES 38 SECONDS; WEST 2.591 METERS (8.50 FEET) ALONG SAID SOUTH LOT LINE; THENCE NORTH 28 DEGREES 47 MINUTES 21 SECONDS EAST 18.065 METERS (59.27 FEET) TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 65 DEGREES 17 MINUTES 44 SECONDS EAST 2.598 METERS (8.52 FEET) ALONG SAID NORTH-LOT LINE TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF F.A.P. ROUTE 710; THENCE SOUTH 28 DEGREES 47 MINUTES 21 SECONDS WEST 18.288 METERS (60.00 FEET) ALONG SAID

WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING  
SITUATED IN MACON COUNTY, ILLINOIS.

AND

LOT 1 OF SOUTHLAND HEIGHTS ADDITION TO DECATUR AS PER  
PLAT  
RECORDED IN BOOK 300 PAGE 175 OF THE RECORDS IN THE  
RECORDERS OFFICE OF MACON COUNTY, ILLINOIS. EXCEPT THOSE  
PARTS DEEDED TO THE STATE OF ILLINOIS IN BOOK 1363 PAGE 310  
AND BOOK 3033 PAGE 270 OF THE RECORDS IN THE RECORDER'S  
OFFICE OF MACON COUNTY, ILLINOIS. EXCEPT COAL AND OTHER  
MINERALS,

from R-3 Single Family Residence District to O-1 Office District; and,

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

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

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

Section 2. That said described premises be, and they are hereby, rezoned from R-3  
Single Family Residence District to O-1 Office 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, and it is hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 3<sup>rd</sup> day of July, 2017.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

CITY CLERK



# City of Decatur, Illinois

## PETITION FOR REZONING

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

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

424-2793  
FAX 424-2728

### Please Type

#### SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

<b>Petitioner</b>	Michael J. Kehart				
<b>Address</b>	132 S. Water St., Ste. 200				
<b>City</b>	Decatur	<b>State</b>	IL	<b>Zip</b>	62523
<b>Telephone</b>	217-428-4689	<b>Fax</b>	217-422-7950	<b>E-mail</b>	mjk@kehart.com
<b>Property Owner</b>	Valerie Garner (#4) as surviving JT and David E. Gilpin and Vicky S. Gilpin (#12)				
<b>Address</b>	4 Southland Dr. and 12 Southland Dr.				
<b>City</b>	Decatur	<b>State</b>	IL	<b>Zip</b>	62521
<b>Telephone</b>	See attached "A"	<b>Fax</b>	N/A	<b>E-mail</b>	See attached "A"
<b>Representative</b>	Michael J. Kehart and Regan Lewis				
<b>Address</b>	132 S. Water St., Ste. 200				
<b>City</b>	Decatur	<b>State</b>	IL	<b>Zip</b>	62521
<b>Telephone</b>	217-428-4689	<b>Fax</b>	217-422-7950	<b>E-mail</b>	See attached "A"

#### SECTION TWO: SITE INFORMATION

<b>Street Address</b>	4 Southland Dr. and 12 Southland Dr.				
<b>Legal Description</b>	See attached "B"				
<b>Present Zoning</b>	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input checked="" type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6
	<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	
Is this property a Planned Unit Development?					
<input type="checkbox"/> YES Approval Date: _____					
<input checked="" type="checkbox"/> NO					
Please list all improvements on the site:					
2 family structures with detached 2-car garage					
<b>Size of Tract</b>	See "C"	<input type="checkbox"/> SF	<input type="checkbox"/> AC		

#### SECTION THREE: REQUESTED ACTION

<b>Rezoned Property To:</b>	<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"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input checked="" type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
<b>Other:</b>						

Section Three Continued	
<b>Purpose</b>	Please state the purpose of the proposed rezoning.
Build and operate a drive-up banking facility.	

<b>SECTION FOUR: JUSTIFICATION</b>
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The intended site is appropriate for the proposed use in that the site is adjacent to a four-lane major highway and existing banking facility and medical office. The site is near established commercial district, which includes additional banking and retail facilities and restaurants.

<b>SECTION FIVE: CERTIFICATION</b>			
	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.		
<b>Petitioner's Signature</b>	Michael J. Kehrer	<b>Date</b>	5/4/2017

<b>NOTES:</b>	
<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>	

<b>OFFICE USE ONLY</b>	
Date Filed	
By	



**Exhibit "A"**  
**to Petition for Rezoning**

Telephone Number and Email Address for #4 Property Owner, Valerie Garner:

217-423-6684

ghmarine@aol.com

Telephone Number and Email Address for #12 Property Owners, David E. Gilpin and Vicky S. Gilpin:

217-433-3263

David.Gilpin@wandtv.com

Email Addresses for Legal Representatives:

Michael J. Kehart – mjk@kehart.com

Regan Lewis – rlewis@kehart.com

**Exhibit "B"**  
**to Petition for Rezoning**

**Legal Description for 4 Southland Drive, Decatur, IL 62521:**

LOT 1 OF SOUTHLAND HEIGHTS ADDITION TO DECATUR AS PER PLAT RECORDED IN BOOK 300 PAGE 175 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS. EXCEPT THOSE PARTS DEEDED TO THE STATE OF ILLINOIS IN BOOK 1363 PAGE 310 AND BOOK 3033 PAGE 270 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. EXCEPT COAL AND OTHER MINERALS.

Permanent Index Number: 04-12-22-453-001

**Legal Description for 12 Southland Drive, Decatur, IL 62521:**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF MACON, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS:

LOT TWO (2) OF SOUTHLAND HEIGHTS ADDITION TO DECATUR, AS PER PLAT RECORDED IN BOOK 300, PAGE 175 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, ALSO BEING THE INTERSECTION OF THE EXISTING WESTERLY RIGHT OF WAY LINE OF F.A.P. ROUTE 710 (BUSINESS U.S. 51) AND THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 60 DEGREES 22 MINUTES 38 SECONDS; WEST 2.591 METERS (8.50 FEET) ALONG SAID SOUTH LOT LINE; THENCE NORTH 28 DEGREES 47 MINUTES 21 SECONDS EAST 18.065 METERS (59.27 FEET) TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 65 DEGREES 17 MINUTES 44 SECONDS EAST 2.598 METERS (8.52 FEET) ALONG SAID NORTH-LOT LINE TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF F.A.P. ROUTE 710; THENCE SOUTH 28 DEGREES 47 MINUTES 21 SECONDS WEST 18.288 METERS (60.00 FEET) ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING SITUATED IN MACON COUNTY, ILLINOIS.

Permanent Index Number: 04-12-22-453-002

**Exhibit "C"**  
**to Petition for Rezoning**

**Lot Size for 4 Southland:**

3,177 sq ft (see also attached from Macon County Assessor's Office)

**Lot Size for 12 Southland:**

3,087 sq ft (see also attached from Macon County Assessor's Office)

# Macon County Property Tax

[Parcel Inquiry](#)[Application Forms](#)[Mobile Home Inquiry](#)[Online Payment](#)[Support](#)[Back](#)**Parcel # 04-12-22-453-001**

&lt; &gt; Tax Year 2015 Payable 2016

General Information	Payments & Fees	Tax Districts	Sales History	Building Characteristics	Images	Multi-year Summary
Owner Name: GARNER STEVE M						
Alt. Parcel Number:	12-22-453-001	Land Lot:	3,177			
Site Address:	4 SOUTHLAND DR, DECATUR	Farm Land:	0			
Property Use:	0040 - RES WITH BUILDINGS	Buildings:	14,848			
Tax Code:	04055	Farm Bldg:	0			
Section/Lot:		Total Assessed Value:	18,025			
Legal Township:	00	Total Exemptions:	0			
Range/Block:		Net Taxable Value:	18,025			
Township:	DECATUR					
Subdivision:						
Zoning:	MUNICIPAL					
Mobile ID #:						
Legal Description:	L 0001 B 00 *SOUTHLAND HEIGHTS (EXC ST. R.O.W.) IRREG					
			Billed	Collected		
		Taxes:	\$1,842.40	\$1,842.40		
		Fees:	\$0.00	\$0.00		
		Interest:	\$0.00	\$0.00		
		Collection Status:		Collected		

[Data Sheet](#)[Assessment Notice](#)[Tax Bill](#)[GIS](#)

Data current as of 01/19/2017 02:50 pm

Copyright © 2013 Fike &amp; Fike, Inc. All Rights Reserved.

# Macon County Property Tax

## Parcel Inquiry

## Application Forms

### Mobile Home Inquiry

### Online Payment

## Support

**Back**

**Parcel # 04-12-22-453-002**

⏪ ⏩ Tax Year 2015 Payable 2016

General Information	Payments & Fees	Tax Districts	Sales History	Building Characteristics	Images	Multi-year Summary
---------------------	-----------------	---------------	---------------	--------------------------	--------	--------------------

Owner Name: GILPIN DAVID E & VICKY S

Alt. Parcel Number:

Site Address: 12 SOUTHLAND DR, DECATUR

Property Use: 0040 - RES WITH BUILDINGS

Tax Code: 04055

Section/Lot: 22

Legal Township: 16

Range/Block: 2E

Township: DECATUR

**Subdivision:**

Zoning: MUNICIPAL

Mobile ID #:

Legal Description: SOUTHLAND HEIGHTS L 2 (EX ST  
ROW) 01BK3062/747 IRREG  
96BK2643/899 50,250

Land Lot: 3,087

Farm Land: 0

Buildings: 17,485

Farm Bldg: 0

**Total Assessed Value:** 20,572

General Homestead	6,000
-------------------	-------

Total Exemptions: less 6,000

Net Taxable Value: 14,572

	Billed	Collected
Taxes:	\$1,489.46	\$1,489.46

Fees:	\$0.00	\$0.00
-------	--------	--------

Interest:	\$0.00	\$0.00
-----------	--------	--------

Collection Status: Collected

Data Sheet

## Assessment Notice

## Tax Bill

GIS

1. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY CONSTRUCTION

**fwai architects inc**  
architects planning interior design  
10000 Wilshire Blvd, Suite 1000  
Beverly Hills, CA 90210  
Tel: 310-274-9601  
Fax: 310-274-9602  
www.fwai.com

DATE:	070 Month 2016
EXPIRATION:	30 November 2016

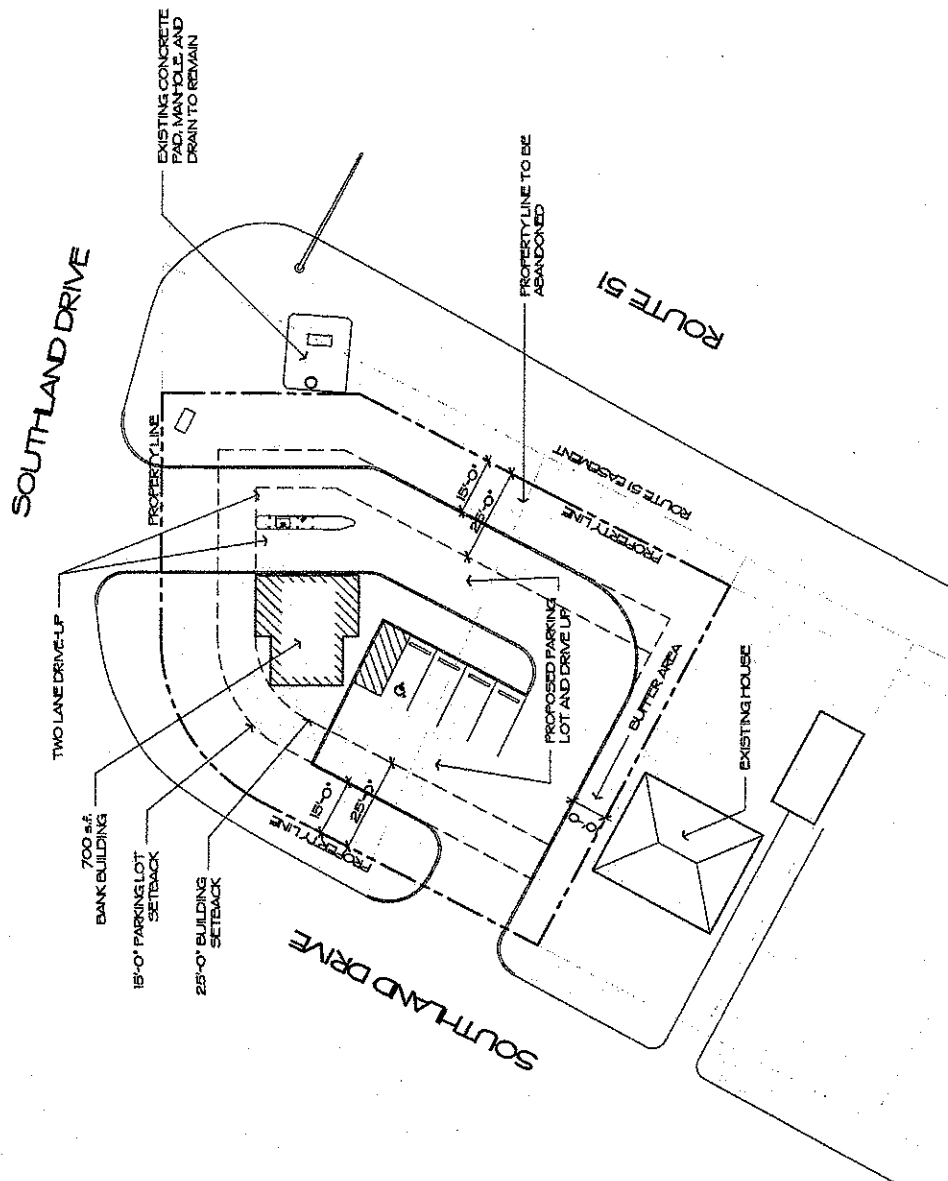
Southland Drive and Route 51  
Decatur, Illinois 62521

[illegible]

# SITE PLAN

DRAWING PROJECT NO.: 17111.00/000  
 SHEET NO.: DATE: 2 May 17

## A1.1



1 SITE PLAN  
SCALE:  
N.T.S.

tabbies.

1. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY CONSTRUCTION.

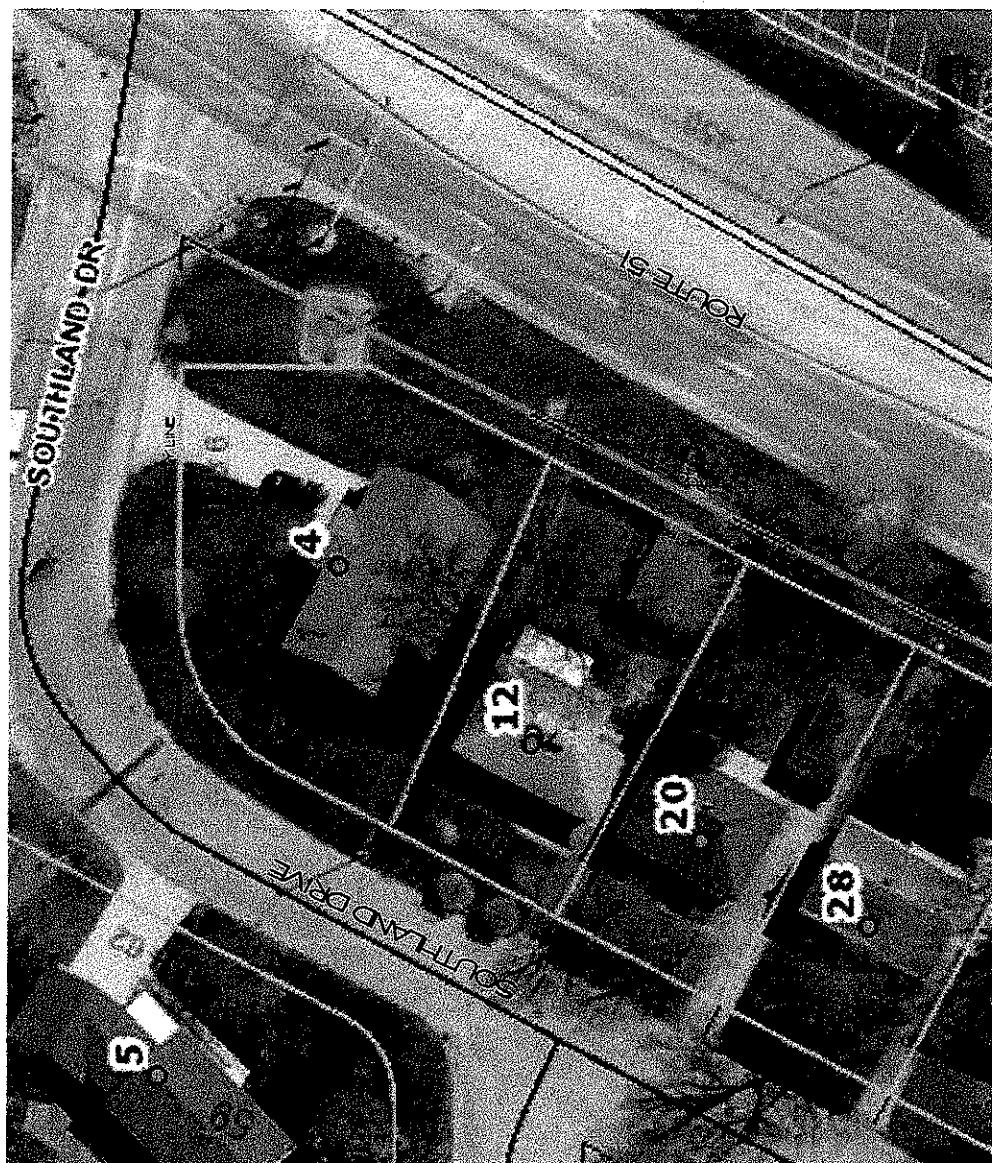
© 2008 The Authors  
Journal compilation © 2008 Blackwell Publishing Ltd

Southland Drive and Route 51  
Decatur, Illinois 62521

[illegible]

PROJECT NO: 17100/000  
SHEET NO: DATE: 2 May 17

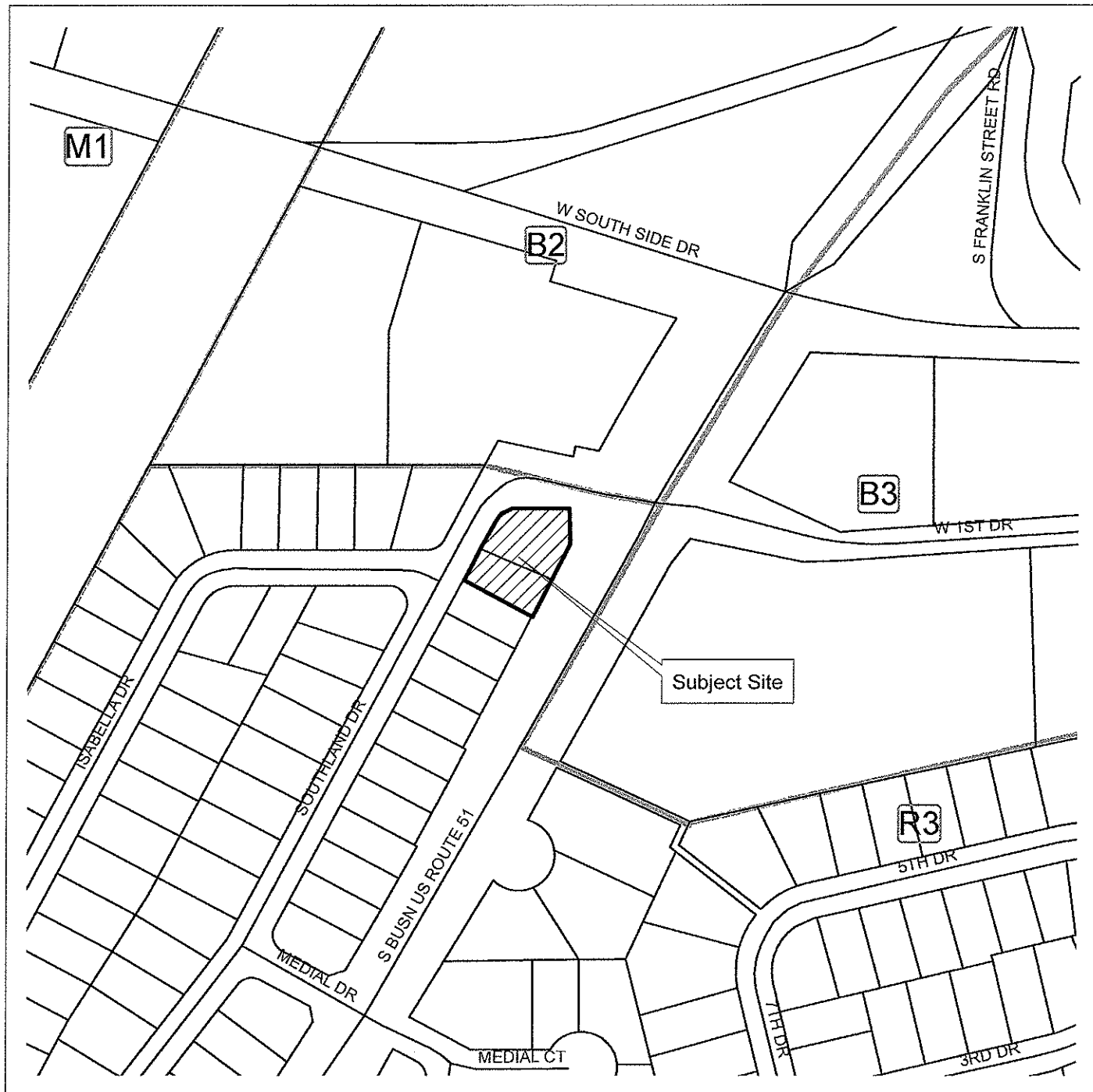
## A1.2



① PLAT PLAN  
SCALE: N.T.S.

# Decatur City Plan Commission

4 and 12 Southland Drive






Cal. No.: 17-22  
Date: June 1, 2017  
Petition of: Michael J. Kehart  
Requested Action: Rezone to O-1 Office District

0 250 500 Feet



## Legend

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



**STAFF REPORT**  
**Decatur City Plan Commission**

**COMMON NAME:** 4 and 12 Southland Drive

**GENERAL INFORMATION**

**Hearing Date** June 1, 2017  
**Calendar No.** 17-22  
**Property Location** 4 and 12 Southland Drive  
**Requested Action** Rezoning from R-3 Single Family Residence District to O-1 Office District  
**Petitioner** Michael J. Kehart

**LAND USE AND ZONING**

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Single Family Residential	R-3	Residential-Low Density
North	Office	B-2	Retail
South	Single Family Residential	R-3	Residential-Low Density
East	Commercial	B-3	Retail
West	Single Family Residential	R-3	Residential-Low Density

**BACKGROUND**

1. The subject site is approximately 0.14 acres and is located at 4 and 12 Southland Drive. The subject site consists of two (2) single family residential structures and a detached garage.

**PROJECT DESCRIPTION**

1. The petitioner proposes to rezone from R-3 Single Family Residence District to O-1 Office District which would allow for all those uses permitted in the O-1 Office District.

**STAFF ANALYSIS**

1. The surrounding zoning includes B-2 Commercial District to the north, B-3 Planned Shopping Center District to the east and R-3 Single Family Residence District to the south and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density. The permitted uses in the O-1 Office District are compatible with the commercial and office uses in the area. Although the Comprehensive Plan shows the subject site as Residential-Low Density, the site is adjacent to US Business Route 51 as well as commercial and office uses. The O-1 Office District can create a transition area between the commercial uses and the residential uses. The proposed zoning is compatible with adjacent uses and zoning to the north and west with a mix of commercial and office uses present.
2. US Business Route 51 is a well-traveled state route in the City. A zoning district more intensive than residential fronting this state route is appropriate for this site. The proposed O-1 Office District is compatible with the other districts and uses along the route.

**STAFF RECOMMENDATION**

1. Staff recommends approval of the rezoning.

#### **PLAN COMMISSION ACTION**

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-22 to the City Council with a recommendation for approval is suggested.

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

Suzan Stickle  
Senior Planner

#### **ATTACHMENTS**

1. Petition
2. Site Map

**Excerpts from Plan Commission Meeting of June 1, 2017:**

Cal. No. 17-22      Petition of MICHAEL KEHART, to rezone property  
located at 4 and 12 SOUTHLAND DRIVE from R-3  
Single Family Residence District to O-1 Office District

Mr. Tyus presented the recommendation of staff:

The subject site is approximately 0.14 acres and is located at 4 and 12 Southland Drive. The subject site consists of two (2) single family residential structures and a detached garage.

The petitioner proposes to rezone from R-3 Single Family Residence District to O-1 Office District which would allow for all those uses permitted in the O-1 Office District.

The surrounding zoning includes B-2 Commercial District to the north, B-3 Planned Shopping Center District to the east and R-3 Single Family Residence District to the south and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density. The permitted uses in the O-1 Office District are compatible with the commercial and office uses in the area. Although the Comprehensive Plan shows the subject site as Residential-Low Density, the site is adjacent to US Business Route 51 as well as commercial and office uses. The O-1 Office District can create a transition area between the commercial uses and the residential uses. The proposed zoning is compatible with adjacent uses and zoning to the north and west with a mix of commercial and office uses present.

US Business Route 51 is a well-traveled state route in the City. A zoning district more intensive than residential fronting this state route is appropriate for this site. The proposed O-1 Office District is compatible with the other districts and uses along the route.

Staff recommends approval of the rezoning

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-22 to the City Council with a recommendation for approval is suggested.

Mr. Newton asked if an analysis has been done on how this affects property taxes if this is changed from two (2) residential properties to one (1) office property. Mr. Tyus said an analysis has not been done, however, staff feels the proposed zoning is compatible with the surrounding area.

Mr. Michael Kehart, petitioner, was sworn in by Mrs. Poland.

Mr. Kehart stated if this is approved by the Plan Commission and City Council that Hickory Point Bank & Trust is proposing a building at this location with a two (2) car drive-up facility.

There were no objectors present.

It was moved and seconded (Frantz/Peck) to forward Calendar No. 17-22 to the City Council with a recommendation for approval. Motion carried unanimously.

## Development Services

**DATE:** 6/23/2017

**MEMO:** No. 17-16

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

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

**SUBJECT:**

Rezone 3350 North 27<sup>th</sup> Street from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District

**SUMMARY RECOMMENDATION:**

Staff recommends approval of the rezoning to M-1 Intense Commercial/Light Industrial District. The City Plan Commission voted 7-0 to recommend approval of this petition at the June 1, 2017 meeting; the minutes of the meeting are attached.

**BACKGROUND:**

The approximately 1.14 acre subject site is located at 3350 North 27th St. and houses an industrial structure of approximately 5,000 square feet.

The site was annexed to the City of Decatur in March of 1975 and was automatically zoned R-1 Single Family Residence District as required by State Statute and the Zoning Ordinance. The property was not rezoned at that time and has operated with industrial and commercial uses prior to and since its annexation into the City.

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

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the north and west, R-3 Single Family Residence District to the east and B-1 Neighborhood Shopping District to the south and east. There are railroad tracks immediately adjacent to the south and east of the property running alongside Illinois Route 48. The Macon County and Decatur Comprehensive Plan shows this area as Employment and the permitted uses in the M-1 Intense Commercial/Light Industrial District are compatible with employment as shown in the Comprehensive Plan. The proposed zoning is compatible with adjacent zoning and

uses to the north and west as well as with the commercial to the south and east. The subject site is separated from the residential area to the east by the railroad tracks and Illinois Route 48.

The subject site is located within an industrial area and has operated as such for a number of decades and rezoning to M-1 Intense Commercial/Light Industrial District should have no adverse effect on the general area or the City as a whole.

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

**INPUT FROM OTHER SOURCES:**

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

**STAFF REFERENCE:** Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at [ssstickle@decaturil.gov](mailto:ssstickle@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** None

**ATTACHMENTS:**

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE REZONING PROPERTY  
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO  
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT  
- 3350 NORTH 27<sup>TH</sup> STREET -**

WHEREAS, on the 1<sup>st</sup> day of June, 2017, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Cloyd D. Bolt, to rezone premises legally described as:

A part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section Thirty-One (31) Township Seventeen (17) North, Range Three (3) East of the 3<sup>rd</sup> P.M., more particularly described as follows: Beginning at the intersection of the Northerly Right of Way line of the Illinois Central Railroad with the East line of the Public Road lying along the West side of Section 31, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M., Thence North along the East line of said public road a distance of 350 feet; thence East to the Northerly Right of Way line of the Illinois Central Railroad; thence Southwesterly along said Northerly Right of Way line to the place of beginning. Situated in Macon County, Illinois,

from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District;  
and,

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3<sup>rd</sup> day of July, 2017.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

CITY CLERK



# City of Decatur, Illinois

## PETITION FOR REZONING

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

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

424-2793  
FAX 424-2728

### Please Type

#### SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	CLOYD D BOLT				
Address	2823 SANGAMON RD.				
City	DECATUR	State	IL	Zip	62521
Telephone	217-433-5053	Fax		E-mail	BPACE19622@AOL.COM
Property Owner	CLOYD D BOLT RUTH-A BOLT				
Address	SAME				
City		State		Zip	
Telephone		Fax		E-mail	
Representative	SAME				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

#### SECTION TWO: SITE INFORMATION

Street Address	3550 N. 27th Street					
Legal Description	see attachment					
Present Zoning	<input checked="" type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Is this property a Planned Unit Development?
	<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"/> YES Approval Date: _____
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		<input checked="" type="checkbox"/> NO
Please list all improvements on the site:						
Size of Tract	1.14 <input type="checkbox"/> SF <input checked="" type="checkbox"/> AC					

#### 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"/> 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"/> YES
	<input checked="" type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		<input checked="" type="checkbox"/> NO
Other:						



Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
TO CORRECT ZONING FOR STRUCTURE + USE SINCE BUILT IN THE 1960S	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
<p>PROPERTY WAS BUILT ON SOME TIME IN THE 1960S WITH A POLE/FRAME STRUCTURE TO BE USED AS A FERTILIZER BUSINESS. SINCE HAS BEEN USED CONTINUALLY AS COMMERCIAL USE TO CURRENT. RECORDS SHOW WAS ANNEXED TO DECATUR IN THE 1970S. I BOUGHT IT IN THE MID 80S AS A COMMERCIAL BUILDING + PROPERTY AND HAS BEEN USED SINCE AS SUCH. ALL ADJOINING PROPERTY IS M1 ZONED AND STATE ROADS + RAILROAD PARALLEL IT.</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	Cheryl D. Bald	Date	4-27-2017

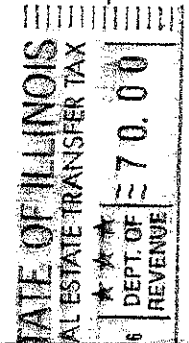
NOTES:	
<ol style="list-style-type: none"> <li>1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.</li> <li>2. Signature of this petition 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.</li> <li>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.</li> <li>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.</li> </ol>	

OFFICE USE ONLY	
Date Filed	
By	

Cloyd D. Bolt and Ruth A. Bolt, Husband and Wife  
3550 Greenswitch Road  
Decatur, IL 62526

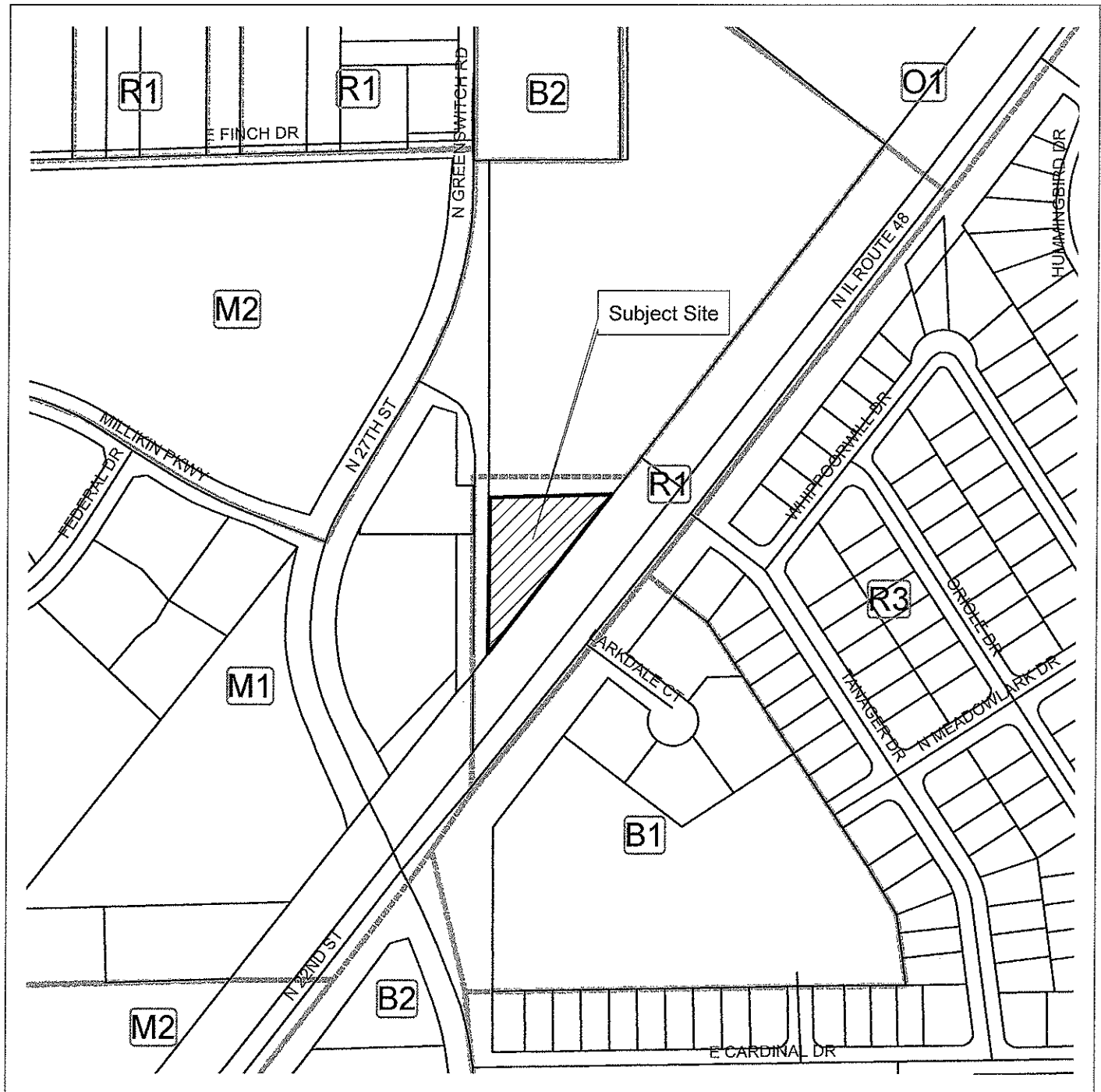
Not in tenancy in common but in JOINT TENANCY, the following described real estate:

A part of the Northwest 1/4 of the Northwest 1/4 of Section Thirty-One (31) Township Seventeen (17) North, Range Three (3) East of the 3rd P.M., more particularly described as follows: Beginning at the intersection of the Northerly Right of Way line of the Illinois Central Railroad with the East line of the Public Road lying along the West side of Section 31, Township 17 North, Range 3 East of the 3rd P.M., thence North along the East line of said public road a distance of 350 feet; thence East to the Northerly Right of Way line of the Illinois Central Railroad; thence Southwesterly along said Northerly Right of Way line to the place of beginning.



# Decatur City Plan Commission

3350 North 27th Street



Cal. No.: 17-21  
Date: June 1, 2017  
Petition of: Cloyd D. Bolt  
Requested Action: Rezone to M-1 Intense  
Commercial/Light Industrial District

0 250 500  
Feet



## Legend

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

**STAFF REPORT**  
**Decatur City Plan Commission**

**COMMON NAME:** 3350 North 27<sup>th</sup> Street

**GENERAL INFORMATION**

**Hearing Date** June 1, 2017  
**Calendar No.** 17-21  
**Property Location** 3350 North 27<sup>th</sup> Street  
**Requested Action** Rezoning from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District  
**Petitioner** Cloyd D. Bolt

**LAND USE AND ZONING**

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Industrial	R-1	Employment
North	Industrial	M-1	Employment
South	Commercial	B-1	Retail
East	Commercial, Single Family Residential	B-1, R-3	Retail, Residential-Low Density
West	Industrial	M-1	Employment

**BACKGROUND**

1. The subject site is approximately 1.14 acres and is located at 3350 North 27<sup>th</sup> Street. The subject site has an approximated 5,000 square foot industrial structure.
2. The subject site was annexed to the City of Decatur in March of 1975 and was automatically zoned R-1 Single Family Residence District as required by State Statute and the Zoning Ordinance. The property was not rezoned at that time. The property has operated with industrial and commercial uses prior to and since its annexation into the City.

**PROJECT DESCRIPTION**

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

**STAFF ANALYSIS**

1. The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the north and west and R-3 Single Family Residence District to the east and B-1 Neighborhood Shopping District to the south and east. There are railroad tracks immediately adjacent to the south and east of the property and these railroad tracks run alongside Illinois Route 48. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The permitted uses in the M-1 Intense Commercial/Light Industrial District are compatible with employment as shown in the Comprehensive Plan. The proposed zoning is compatible with adjacent zoning and uses to the

north and west as well as with the commercial to the south and east. The subject is separated from the residential area to the east by the railroad tracks and Illinois Route 48.

2. The subject site is located within an industrial area and has operated as such for a number of decades and rezoning to M-1 Intense Commercial/Light Industrial District should have no adverse effect on the general area or the City as a whole.

#### **STAFF RECOMMENDATION**

1. Staff recommends approval of the rezoning.

#### **PLAN COMMISSION ACTION**

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-21 to the City Council with a recommendation for approval is suggested.

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

Suzan Stickle  
Senior Planner

#### **ATTACHMENTS**

1. Petition
2. Site Map

**Excerpts from Plan Commission Meeting of June 1, 2017:**

Cal. No. 17-21

Petition of CLOYD D BOLT, to rezone property located at 3550 NORTH 27<sup>TH</sup> STREET from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Mr. Tyus presented the recommendation of staff:

The subject site is approximately 1.14 acres and is located at 3350 North 27th Street. The subject site has an approximated 5,000 square foot industrial structure.

The subject site was annexed to the City of Decatur in March of 1975 and was automatically zoned R-1 Single Family Residence District as required by State Statute and the Zoning Ordinance. The property was not rezoned at that time. The property has operated with industrial and commercial uses prior to and since its annexation into the City.

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

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the north and west and R-3 Single Family Residence District to the east and B-1 Neighborhood Shopping District to the south and east. There are railroad tracks immediately adjacent to the south and east of the property and these railroad tracks run alongside Illinois Route 48. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The permitted uses in the M-1 Intense Commercial/Light Industrial District are compatible with employment as shown in the Comprehensive Plan. The proposed zoning is compatible with adjacent zoning and uses to the north and west as well as with the commercial to the south and east. The subject site is separated from the residential area to the east by the railroad tracks and Illinois Route 48.

The subject site is located within an industrial area and has operated as such for a number of decades and rezoning to M-1 Intense Commercial/Light Industrial District should have no adverse effect on the general area or the City as a whole.

Staff recommends approval of the rezoning

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-21 to the City Council with a recommendation for approval is suggested.

Mr. Cloyd Bolt, petitioner, was sworn in by Mrs. Poland.

Mr. Bolt stated he was unaware the zoning was still residential and the need arose to put the property up for sale. He would like to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Mr. Bruce Frantz asked if Mr. Bolt thought this was the right zoning for this property. Mr. Bolt stated the realtor made the suggestion to him.

Mr. Tyus said this zoning is compatible with the area.

There were no objectors present.

It was moved and seconded (Newton/Frantz) to forward Calendar No. 17-21 to the City Council with a recommendation for approval. Motion carried 6-0-1.

## Development Services

**DATE:** 6/23/2017

**MEMO:** No. 17-15

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

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

**SUBJECT:**

Rezone 450 East Pershing Road from B-3 Planned Shopping Center District to B-2 Commercial District

**SUMMARY RECOMMENDATION:**

Staff recommends approval of the rezoning to B-2 Commercial District. The City Plan Commission voted 7-0 to recommend approval of this petition at the June 1, 2017 meeting; the minutes of the meeting are attached.

**BACKGROUND:**

The subject site is approximately four (4) acres and is located at 450 East Pershing Road and is currently vacant. It was formerly the home of a motel that has since been demolished. The subject site was a part of a 40 acre rezoning to B-3 Planned Shopping Center District approved by the City Council in 1961.

The petitioner proposes to rezone from B-3 Planned Shopping Center District to B-2 Commercial District which would allow for all those uses permitted in the B-2 Commercial District with the intent of redevelopment.

The surrounding zoning includes B-2 Commercial District to the east, M-1 Intense Commercial/Light Industrial District to the south and B-3 Planned Shopping District is also found in all directions. There is significant B-2 Commercial District in the area along East Pershing Road. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The permitted uses in the B-2 Commercial District are compatible with retail as shown in the Comprehensive Plan. The proposed zoning is compatible with all adjacent uses and zoning districts.

Rezoning the subject site to B-2 Commercial District will make it easier to redevelop. The B-3 District is designed for the purpose of a planned shopping center. When the property was annexed to the City, the entire 40 acres was rezoned to B-3 Planned Shopping Center District to allow for Brettwood Village to exist and be in conformance with the ordinance at the time.

The subject site is a small portion of the original 40 acres and was developed as a motel. The motel was an eyesore for the area and City as whole, it had not been operational for many years, fell into disrepair and has since been demolished. The rezoning of this property to B-2 Commercial District should make this property more marketable and hopefully make for an attractive retail development site.

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

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

**STAFF REFERENCE:** Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at [sstickle@decaturil.gov](mailto:ssstickle@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** None

**ATTACHMENTS:**

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE REZONING PROPERTY  
B-3 PLANNED SHOPPING CENTER DISTRICT TO  
B-2 COMMERCIAL DISTRICT  
- 450 EAST PERSHING ROAD -**

WHEREAS, on the 1<sup>st</sup> day of June, 2017, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Aldi, Inc., to rezone premises legally described as:

A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. IN MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 251 FEET WEST OF THE INTERSECTION OF THE NORTH BOUNDARY LINE OF THE RIGHT OF WAY OF EAST PERSHING ROAD (ALSO KNOWN AS ROUTES 48 AND 121) AND THE WEST BOUNDARY LINE OF THE RIGHT OF WAY OF THE ILLINOIS TERMINAL RAILROAD COMPANY, THENCE DEFLECTING TO THE NORTH 91 DEGREES 30 MINUTES 00 SECONDS FOR 15 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE WEST 210.4 FEET ALONG A LINE PARALLEL, WITH THE NORTH RIGHT OF WAY LINE OF SAID S.B.I. ROUTES NO. 48 & 121; THENCE NORTH 481 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSES, THENCE DEFLECTING TO THE EAST 90 DEGREES 10 MINUTES 30 SECONDS FOR A DISTANCE OF 486.24 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE ILLINOIS TERMINAL RAILROAD, THENCE SOUTH 280.25 FEET ALONG SAID WEST RIGHT OF WAY LINE, THENCE WEST 251.35 FEET ALONG A LINE 216 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID S.B.I. ROUTES 48 AND 121; THENCE

DEFLECTING TO THE SOUTH 88 DEGREES 41 MINUTES 10 SECONDS FOR A DISTANCE OF 201 FEET TO THE PLACE OF BEGINNING; EXCEPT THAT PART DEEDED TO THE CITY OF DECATUR BY WARRANTY DEED RECORDED IN BOOK 1814, PAGE 332 AS DOCUMENT NO. 962894; ALSO EXCEPT THAT PART DEEDED TO THE CITY OF DECATUR BY WARRANTY DEED RECORDED IN BOOK 2525 PAGE 564 AS DOCUMENT NO. 1381226; ALSO EXCEPT THE EASTERLY 3 FOOT OF THE SOUTHERLY 201 FEET OF SAID PARCEL; SITUATED IN MACON COUNTY, ILLINOIS,

from B-3 Planned Shopping Center District to B-2 Commercial District; and,

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

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

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

Section 2. That said described premises be, and they are hereby, rezoned from B-3 Planned Shopping Center District to B-2 Commercial District.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3<sup>rd</sup> day of July, 2017.


---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

CITY CLERK

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

### Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
<b>Petitioner</b>	ALDI INC.				
<b>Address</b>	1 ALDI DRIVE				
<b>City</b>	DWIGHT	<b>State</b>	ILLINIOS	<b>Zip</b>	60420
<b>Telephone</b>	815-941-6020	<b>Fax</b>		<b>E-mail</b>	mike.rosch@aldi.us
<b>Property Owner</b>	SOY CAPITAL BANK AND TRUST COMPANY AS TRUSTEE OF LAND TRUST NO. 8113				
<b>Address</b>	455 N. MAIN STREET				
<b>City</b>	DECATUR	<b>State</b>	IL	<b>Zip</b>	62523
<b>Telephone</b>	(217) 428-0905	<b>Fax</b>	(217) 428-9742	<b>E-mail</b>	tmslaw@aol.com
<b>Representative</b>	MARK FOSTER				
<b>Address</b>	301 NORTH MAIN STREET				
<b>City</b>	SOUTH BEND	<b>State</b>	IN	<b>Zip</b>	46601
<b>Telephone</b>	574-400-2167	<b>Fax</b>		<b>E-mail</b>	mfooster@ingenae.com

SECTION TWO: SITE INFORMATION						
<b>Street Address</b>	450 EAST PERSHING ROAD					
<b>Legal Description</b>	A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. IN MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 251 FEET WEST OF THE INTERSECTION OF THE NORTH BOUNDARY LINE OF THE RIGHT OF WAY OF EAST PERSHING ROAD (ALSO KNOWN AS ROUTES 48 AND 121) AND THE WEST BOUNDARY LINE OF THE RIGHT OF WAY OF THE ILLINOIS TERMINAL RAILROAD COMPANY, THENCE DEFLECTING TO THE NORTH 91 DEGREES 30 MINUTES 00 SECONDS FOR 15 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE WEST 210.4 FEET ALONG A LINE PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID S.B.I. ROUTES NO. 48 & 121; THENCE NORTH 481 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSES, THENCE DEFLECTING TO THE EAST 90 DEGREES 10 MINUTES 30 SECONDS FOR A DISTANCE OF 485.24 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE ILLINOIS TERMINAL RAILROAD, THENCE SOUTH 280.25 FEET ALONG SAID WEST RIGHT OF WAY LINE, THENCE WEST 251.35 FEET ALONG A LINE 216 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID S.B.I. ROUTES 48 AND 121; THENCE DEFLECTING TO THE SOUTH 88 DEGREES 41 MINUTES 10 SECONDS FOR A DISTANCE OF 201 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART DECEDED TO THE CITY OF DECATUR BY WARRANTY DEED RECORDED IN BOOK 1614, PAGE 332 AS DOCUMENT NO. 962894, SITUATED IN MACON COUNTY, ILLINOIS.					
<b>Present Zoning</b>	<input type="checkbox"/> R-1 <input type="checkbox"/> B-1 <input type="checkbox"/> M-1	<input type="checkbox"/> R-2 <input type="checkbox"/> B-2 <input type="checkbox"/> M-2	<input type="checkbox"/> R-3 <input checked="" type="checkbox"/> B-3 <input type="checkbox"/> M-3	<input type="checkbox"/> R-5 <input type="checkbox"/> B-4 <input type="checkbox"/> PMR-1	<input type="checkbox"/> R-6 <input type="checkbox"/> O-1	Is this property a Planned Unit Development? <input type="checkbox"/> YES      Approval Date: _____ <input checked="" type="checkbox"/> NO
<b>Please list all improvements on the site:</b>				SITE CONTAINED A HOTEL AND PARKING LOT THAT HAS BEEN RECENTLY DEMOLISHED		
<b>Size of Tract</b>	3.96 <input type="checkbox"/> SF <input checked="" type="checkbox"/> AC					

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

Section Three Continued	
<b>Purpose</b>	Please state the purpose of the proposed rezoning.
A B-2 ZONE WILL BE A MORE APPROPRIATE ZONING DESIGNATION FOR THE TYPE OF COMMERCIAL DEVELOPMENT THE OWNER IS PROPOSING FOR REDEVELOPMENT OF THE PROPERTY.	

<b>SECTION FOUR: JUSTIFICATION</b>
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
THE PROPOSED USE(S) THE OWNER IS PURSUING FOR THE REDEVELOPMENT OF THE EXISTING VACANT PROPERTY WILL BE MORE CONSISTENT WITH THE TYPE OF DEVELOPMENT WITHIN A B-2 ZONING DISTRICT COMPARED WITH THE CURRENT B-3 ZONING DISTRICT. THE REZONING OF THE SITE WILL PROVIDE THE OWNER A BETTER OPPORTUNITY TO REDEVELOP THE EXISTING VACANT SITE.

<b>SECTION FIVE: CERTIFICATION</b>			
	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.		
<b>Petitioner's Signature</b>	<i>Mike Kerk</i>	<b>Date</b>	<i>4-25-17</i>

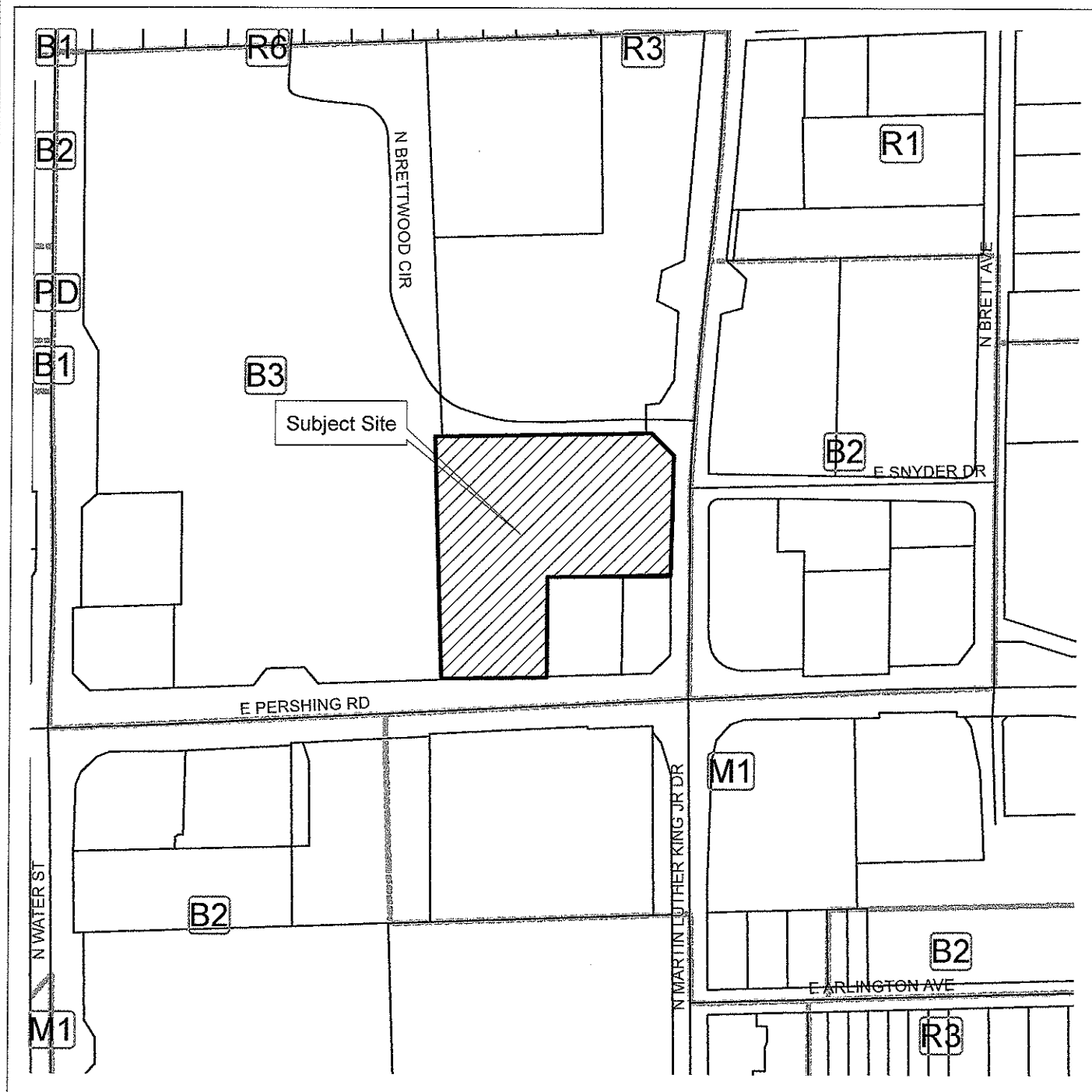
<b>NOTES:</b>	
<ol style="list-style-type: none"> <li>1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.</li> <li>2. Signature of this 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.</li> <li>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.</li> <li>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.</li> </ol>	

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

# Decatur City Plan Commission

450 East Pershing Road



Cal. No.: 17-20  
Date: June 1, 2017  
Petition of: Aldi, Inc  
Requested Action: Rezone to B-2 Commercial District

0 250 500  
Feet



## Legend

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

**STAFF REPORT**  
**Decatur City Plan Commission**

**COMMON NAME:** 450 East Pershing Road

**GENERAL INFORMATION**

**Hearing Date** June 1, 2017  
**Calendar No.** 17-20  
**Property Location** 450 East Pershing Road  
**Requested Action** Rezoning from B-3 Planned Shopping Center District to B-2 Commercial District  
**Petitioner** Aldi, Inc  
**Representative** Mark Foster

**LAND USE AND ZONING**

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant	B-3	Retail
North	Undeveloped	B-3	Retail
South	Commercial	M-1, B-3	Retail
East	Commercial	B-2, B-3	Retail
West	Commercial	B-3	Retail

**BACKGROUND**

1. The subject site is approximately four (4) acres and is located at 450 East Pershing Road and is currently vacant. It was formerly the home of a motel that has since been demolished. The subject site was a part of a 40 acre rezoning to B-3 Planned Shopping Center District approved by the City Council in 1961.

**PROJECT DESCRIPTION**

1. The petitioner proposes to rezone from B-3 Planned Shopping Center District to B-2 Commercial District which would allow for all those uses permitted in the B-2 Commercial District with the intent of redevelopment

**STAFF ANALYSIS**

1. The surrounding zoning includes B-2 Commercial District to the east, M-1 Intense Commercial/Light Industrial District to the south and B-3 Planned Shopping District is also found in all directions. There is significant B-2 Commercial District in the area along East Pershing Road. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The permitted uses in the B-2 Commercial District are compatible with retail as shown in the Comprehensive Plan. The proposed zoning is compatible with all adjacent uses and zoning districts.
2. Rezoning the subject site to B-2 Commercial District will make it more easily redeveloped. The B-3 Shopping District is designed for the purpose of a planned shopping center. When the property was annexed to the City, the entire 40 acres was rezoned to B-3 Planned Shopping Center District

to allow for Brettwood Village to exist and be in conformance with the ordinance at the time. The subject site is a small portion of the original 40 acres and was developed as a motel. The motel was an eyesore for the area and City as whole, it had not been operational for many years, fell into disrepair and has since been demolished. The rezoning of this property to B-2 Commercial District should make this property more marketable and hopefully make for an attractive retail development site.

#### **STAFF RECOMMENDATION**

1. Staff recommends approval of the rezoning.

#### **PLAN COMMISSION ACTION**

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-20 to the City Council with a recommendation for approval is suggested.

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

Suzan Stickle  
Senior Planner

#### **ATTACHMENTS**

1. Petition
2. Site Map



**Excerpts from Plan Commission Meeting of June 1, 2017:**

Cal. No. 17-20

Petition of ALDI INC., to rezone property located at 450 EAST PERSHING ROAD from B-3 Planned Shopping Center District to B-2 Commercial District.

Mr. Tyus presented the recommendation of staff:

The subject site is approximately four (4) acres and is located at 450 East Pershing Road and is currently vacant. It was formerly the home of a motel that has since been demolished. The subject site was a part of a 40 acre rezoning to B-3 Planned Shopping Center District approved by the City Council in 1961.

The petitioner proposes to rezone from B-3 Planned Shopping Center District to B-2 Commercial District which would allow for all those uses permitted in the B-2 Commercial District with the intent of redevelopment.

The surrounding zoning includes B-2 Commercial District to the east, M-1 Intense Commercial/Light Industrial District to the south and B-3 Planned Shopping District is also found in all directions. There is significant B-2 Commercial District in the area along East Pershing Road. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The permitted uses in the B-2 Commercial District are compatible with retail as shown in the Comprehensive Plan. The proposed zoning is compatible with all adjacent uses and zoning districts.

Rezoning the subject site to B-2 Commercial District will make it more easily redeveloped. The B-3 District is designed for the purpose of a planned shopping center. When the property was annexed to the City, the entire 40 acres was rezoned to B-3 Planned Shopping Center District to allow for Brettwood Village to exist and be in conformance with the ordinance at the time. The subject site is a small portion of the original 40 acres and was developed as a motel. The motel was an eyesore for the area and City as whole, it had not been operational for many years, fell into disrepair and has since been demolished. The rezoning of this property to B-2 Commercial District should make this property more marketable and hopefully make for an attractive retail development site.

Staff recommends approval of the rezoning

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-20 to the City Council with a recommendation for approval is suggested.

Mr. Mark Foster, representative, was sworn in by Mrs. Poland.

Mr. Foster stated Aldi has exhausted their need for improvement at the other store on West Pershing and would like to relocate. The site on West Pershing is just under four (4) acres and they plan to redevelop this area.

There were no questions and no objectors present.

It was moved and seconded (Myatt/Frantz) to forward Calendar No. 17-20 to the City Council with a recommendation for approval. Motion carried unanimously.

## Development Services

**DATE:** 6/23/2017

**MEMO:** No. 17-14

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

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

**SUBJECT:**

Amend PD Planned Development District at 1312 North Water Street

**SUMMARY RECOMMENDATION:**

Staff recommends approval of the amendments to the PD Planned Development District with the following conditions:

1. Consumer Credit Services as a use is prohibited.
2. Square footage of the current/proposed uses shall not exceed the following:  
Convenience Store 3,641 square feet; Retail/Professional Office 4,371 square feet;  
Sandwich Shop/Restaurant 1,548 square feet and Coin Laundromat 2,640 square feet.

The City Plan Commission voted 5-2 to recommend approval of the recommendation of staff at the June 1, 2017 meeting; the minutes of the meeting are attached.

**BACKGROUND:**

The subject site is currently developed with a 12,200 square foot mixed use center consisting of a gas station, convenience store, restaurants with ancillary use of video gaming, laundromat, retail and consumer credit service and is located at 1312 North Water Street. This site was rezoned to PD Planned Development District in November of 2012 to allow for all of the aforementioned uses but consumer credit services were not listed as a permitted use.

This PD Planned Development District was designed to provide services that would have a positive effect on the area. The petitioner proposes to amend the PD Planned Development District to allow for consumer credit services and professional office uses, with proposed allowances for size being as follows: gas station/convenience store (3,641 square feet), coin laundromat (2,640 square feet), sandwich shop/restaurant (1,548 square feet), professional office (1,540 square feet), retail (1,357 square feet) and consumer credit service (1,474). The square footage of the professional office, retail and consumer credit service split may

vary, but the combined total of the three (3) uses will not exceed 4,371 square feet. In March of 2013, the City Council approved an amendment to the Zoning Ordinance to maintain a minimum distance of 1,500 feet between consumer credit service establishments. At the time there was considerable support from elected officials to do even more to limit this type of establishment due to concerns about the impact on local residents and considerable public outcry for stronger restrictions. However, it was made clear that – as is the case in this instance – that fair and equitable zoning restrictions represented the city’s legal option for placing such limits. This amendment was approved because it was found to be in harmony with the goals of the Macon County and Decatur Comprehensive Plan that includes “A Diversified Economy” and “Quality of Life”. It was also an effort to curb the concentration of these types of lending services in certain areas of the City.

Consumer installment lenders, listed as one of the types of consumer credit services that could be legally allowed on site if this requested amendment is approved, are allowed to charge an annual percentage rate of up to 36% on loans of more than \$4,000 and up to 99% on what are known as small consumer loans of \$4,000 or less not including additional fees according to the Consumer Installment Loan Act.

It was discovered that a consumer credit service moved into the subject site in August of 2016 after speaking with the petitioner and representative prior to the September 2016 Plan Commission meeting. The September 2016 petition was withdrawn and a new petition was to be filed to include a request for consumer credit service as a permitted use. A petition was not filed in October 2016 nor November 2016. The owner was cited for a violation of the approved PD Planned Development District in November 2016. The violation was filed in circuit court and slated for hearing in April of 2017.

In March of 2017, the Plan Commission made a motion to table this item until a decision was made by the circuit court. The Plan Commission was interested in whether the court believed this use was in fact a consumer credit service. However, while the petitioner admitted to the violation filed in circuit court in April 2017, the admission was only that the use was in violation of the PD Planned Development. No determination was made as to whether the use was a consumer credit service as the violation charge was that this particular use did not fall within the permitted uses of the approved PD Planned Development District.

The addition of professional office uses to this PD Planned Development will provide services to the citizens of this area which is consistent with the intent of the originally approved PD Planned Development and with the intent of the Macon County and Decatur Comprehensive Plan

Since zoning is a tool to further the goals of the Macon County and Decatur Comprehensive Plan, staff recommends denial of the request to allow for Consumer Credit Services as a use on site. Staff is of the opinion that a consumer credit service in this area - which is located in the City’s regeneration area - is not consistent with the intent of the Plan as it calls for economic stability for regeneration areas in our community. By definition, the regeneration area consists of neighborhoods that are undergoing a long term adverse transition of land use and/or density. These neighborhoods exhibit physical deterioration of private structures and public facilities, underutilized land and buildings, and declining property values. Consumer credit services regularly charge interest rates higher than traditional lending institutions (such as banks, credit unions, mortgage lenders, etc.), which in Staff’s opinion, works in opposition

of the goal of economic stability and provide a service to the regeneration area that is in direct conflict with defined area needs. Staff is of the opinion that this type of lending service is not beneficial to the health or stability of the economy in these regeneration areas. Since this institution is an active consumer installment lender registered with the State of Illinois Department of Financial and Professional Regulation it falls within the definition of the consumer credit service as this definition includes consumer installment lenders, payday loan lenders and title secured lenders. The Military Lending Act also groups this type of lending service with payday lenders and title secured lenders. Consumer credit as involved in the Military Lending Act is credit offered or extended to a covered borrower primarily for personal, family, or household purposes and is subject to a finance charge as well as payable by a written agreement in more than four (4) installments. The Military Lending Act does not allow for the lending of money to active duty service members, their family members or dependents where the MAPR (military annual percentage rate) exceeds 36 percent. The MAPR includes the APR (annual percentage rate) and other charges included in the loan agreement. Security Finance, which is currently located in GW Plaza, cannot provide loans as listed on their website to "...members of the Armed Forces serving on active duty or active Guard or Reserve duty or the Spouse or Dependent of such a person." If they cannot make loans to military, all of their loans would have a MAPR that exceed the maximum 36 percent as allowed by Federal Law. Staff is of the opinion that a lending service that is not appropriate for our nation's armed services men and women and their families, it is also not appropriate for this regeneration area of our City.

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

**INPUT FROM OTHER SOURCES:**

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

**STAFF REFERENCE:** Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at [ssickle@decaturil.gov](mailto:ssickle@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** None

**ATTACHMENTS:**

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING  
PD PLANNED DEVELOPMENT DISTRICT  
- 1312 NORTH WATER STREET -**

WHEREAS, on the 1st day of June, 2017, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of GW Plaza, LLC, to modify and amend the PD Planned Development District previously approved by Ordinance No. 2012-81 on premises situated in the City of Decatur, Illinois, and described as follows:

Lot One (1) of GW Plaza as per Plat recorded in Book 5000, Page 181 of the Records in the Recorder's Office of Macon County, Illinois, and,

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that the modification of said PD Planned Development District as requested be authorized.

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

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

Section 2. That upon the condition set forth, the aforesaid Planned Development District be, and the same is hereby, modified and amended, and petitioner be, and it is hereby, authorized and permitted to develop the premises described herein in accordance with the site plan hereto attached, marked Exhibit A and hereby made a part hereof.

- A. Consumer Credit Services as a use is prohibited.
- B. Square footage of the current/proposed uses shall not exceed the following: Convenience Store 3,641 square feet; Retail/Professional Office 4,371 square feet; Sandwich Shop/Restaurant 1,548 square feet and Coin Laundromat 2,640 square feet.

Section 3. That except as modified by the provisions hereof, the heretofore ordained Planned Development District, and the provisions of ordinances relating thereto as heretofore amended and modified remain in full force and effect and the same remain subject to all the conditions, limitations and restrictions set out in the ordinance aforesaid and the respective modifications and amendments thereto.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of July, 2017.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

CITY CLERK

# 2017 PD AMENDMENT

- 2017 PD AMENDMENT SCOPE:
  - ADJUSTS ALLOWABLE USES IN THE PD
  - ADJUSTS PARKING REQUIREMENTS
  - ADDS 4 PARKING STALLS
  - ADDS 2 SHRUBS

ALL OTHER SITE IMPROVEMENTS SHALL BE IN ACCORDANCE WITH ORDINANCE 2012-81

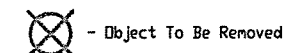
## LEGAL DESCRIPTION

LOT 1 OF GW PLAZA AS PER PLAT RECORDED IN BOOK 5000, PAGE 181 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

# EXHIBIT A

## NOTES

- PARKING REQUIREMENTS :
  - CONVENIENCE STORE (3641 S.F.) @ 1 SPACE/300 S.F. + 1 PER EMPLOYEE @ (3) = 15 SPACES
  - RESTAURANT (1548 S.F.) @ 1 SPACE/100 S.F. = 15 SPACES
  - COIN LAUNDROMAT (2640 S.F.) @ 1 SPACE/200 S.F. = 13 SPACES
  - OFFICE/RETAIL/CONSUMER CREDIT SERVICES (4371 S.F.) \*ESTIMATED USE SPLIT:
    - OFFICE (1540 S.F.) @ 1 SPACE/300 S.F. = 5 SPACES
    - RETAIL (1357 S.F.) @ 1 SPACE/200 S.F. = 7 SPACES
    - CONSUMER CREDIT SERVICES (1474 S.F.) @ 1 SPACE/250 S.F. = 6 SPACES
- SITE AREA = 1.47 ACRES
- PROPERTY IS ZONED = PD PLANNED DEVELOPMENT DISTRICT AS PER CAL No. 12-37(ORDINANCE 2012-81) -- ZONING ORDINANCE REFERENCE: PD SECTION XIX
- ALL ROOF DRAINS SHALL OUTLET ON SPLASH BLOCKS OR PAVED SURFACE OR INTO STORM SEWER.
- PARKING AND DRIVEWAY AREAS TO BE CONSTRUCTED OF 5" P.C. CONCRETE ON 4" COMPACTED CA-6, EXCEPT AS NOTED. CA-6 TO BE LIMESTONE. NO RECYCLED MATERIALS SHALL BE USED FOR CA-6 AGGREGATE BASE.
- ALL SIDEWALKS TO BE 5" P.C.C. CONCRETE.
- ADA CURB RAMPS TO BE IN ACCORDANCE WITH IDOT STANDARD NO. 424001-07.
- ALL EARTHWORK, STORM SEWER MATERIALS AND WORK, WATER & SANITARY SERVICE MATERIALS AND WORK AND PAVING MATERIALS AND WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS. ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT OF WAY. ALL WORK IN PUBLIC RIGHT OF WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN PUBLIC RIGHT OF WAY WITHOUT SAID PERMITS.
- ALL CUTS IN EXISTING ASPHALT, CONCRETE OR CURB SHALL BE SAW CUTS.
- ALL RADIUS DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB SHOWN SHALL BE B6-12 CURB AND GUTTER WITH INVERTED PAN UNLESS SHOWN OTHERWISE.
- BUILDING CONSTRUCTION TYPE -- 2B
- STORM DETENTION: FOR STORM DETENTION SEE SHEET C-2.
- OWNER SHALL OBTAIN LAND DISTURBANCE PERMIT AT THE TIME OF CONSTRUCTION.
- SIGN PERMITS MUST BE APPLIED FOR IN ACCORDANCE WITH CITY OF DECATUR REGULATIONS. ALL SIGNS MUST CONFORM TO SAID REGULATIONS IN A B-2 COMMERCIAL DISTRICT.
- SEE SIDEWALK DETAIL SHEET C-6 FOR SIDEWALK CONSTRUCTION ADJACENT TO PAVEMENT.
- EXISTING DRAINAGE AND PUBLIC UTILITY EASEMENTS ARE TO BE VACATED WITH NEW EASEMENTS PROVIDED AS SHOWN.

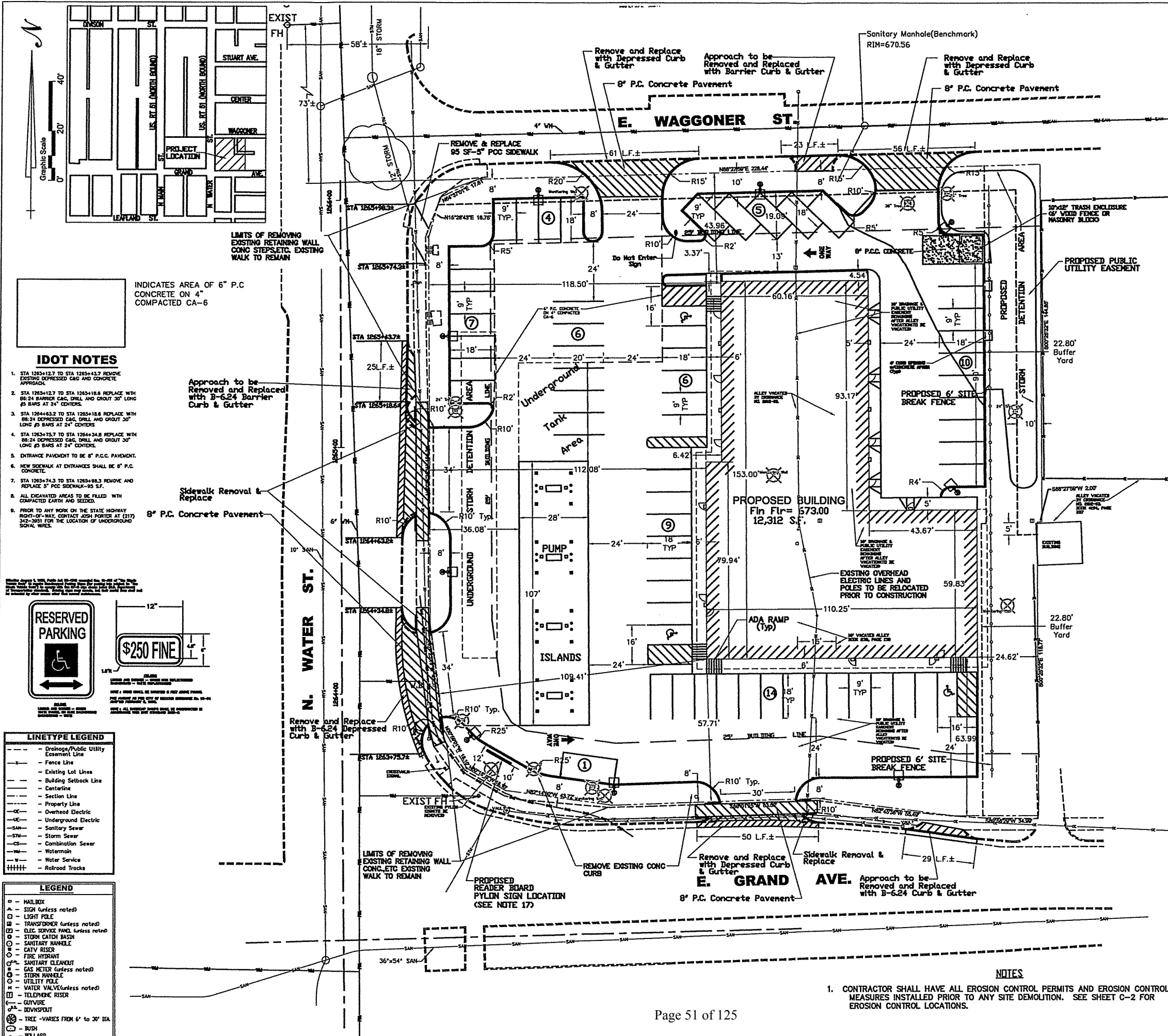


## BENCHMARK

NORTH RIM OF SANITARY MH IN WAGGONER STREET 72'± WEST OF THE NE CORNER OF THE PROPERTY.  
ELEV. = 670.56

NOTE: CONTRACTOR TO CONTACT J.U.L.E. (1-800-892-0123) BEFORE DIGGING TO LOCATE UNDERGROUND UTILITIES.

NOTE: ALL UTILITY LOCATIONS ARE PER UTILITY AND CITY OF DECATUR RECORD DRAWINGS. SPECIFIC LOCATIONS WERE NOT DUG UP FOR FIELD VERIFICATION.



## IDOT NOTES

- STA 1265+12.7 TO STA 1265+43.7 REMOVE EXISTING DEPRESSIONED C&G AND CONCRETE APPROACH.
- STA 1265+12.7 TO STA 1265+18.6 REPLACE WITH B&24 BARRIER C&G, DRILL AND GROUT 30" LONG #5 BARS AT 24" CENTERS.
- STA 1265+43.2 TO STA 1265+18.6 REPLACE WITH B&24 DEPRESSIONED C&G, DRILL AND GROUT 30" LONG #5 BARS AT 24" CENTERS.
- STA 1265+25.7 TO STA 1265+34.8 REPLACE WITH B&24 DEPRESSIONED C&G, DRILL AND GROUT 30" LONG #5 BARS AT 24" CENTERS.
- ENTRANCE PAVEMENT TO BE 6" P.C.C. PAVEMENT.
- NEW SIDEWALK AT ENTRANCES SHALL BE 6" P.C. CONCRETE.
- STA 1265+74.3 TO STA 1265+88.3 REMOVE AND REPLACE 5" P.C. SIDEWALK-63 S.F.
- ALL EXCAVATED AREAS TO BE FILLED WITH COMPACTED EARTH AND SEEDED.
- PRIOR TO ANY WORK ON THE STATE HIGHWAY RIGHT-OF-WAY, CONTACT JOHN PORTER AT (217) 242-3001 FOR THE LOCATION OF UNDERGROUND SIGNAL WIRING.



## LINETYPE LEGEND

- Drainage/Public Utility Easement Line
- Fence Line
- Existing Lot Lines
- Building Setback Line
- Centerline
- Section Line
- Property Line
- Overhead Electric
- Underground Electric
- Sanitary Sewer
- Storm Sewer
- Combination Sewer
- Watermain
- Water Service
- Railroad Tracks

## LEGEND

- MAILBOX
- △ SIGN (unless noted)
- LIGHT POLE
- TRANSFORMER (unless noted)
- ELIC SERVICE PANEL (unless noted)
- STORM CATCH BASIN
- SANITARY MANHOLE
- CATV RISER
- FIRE HYDRANT
- SANITARY CLEANOUT
- GAS METER (unless noted)
- STORM MANHOLE
- UTILITY POLE
- WATER VALVE (unless noted)
- TELEPHONE RISER
- GUYWIRE
- DOWNSPOUT
- TREE - VARIES FROM 6" TO 30" DIA.
- BUSH
- BOLLARD
- WATER METER (unless noted)

- |  |
|--|
|  |
|--|

Printed Name	12003
Field Book No.	232-C
Date	2-1-2012
Survey By	FR10

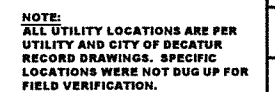
DECATUR  
CHICAGO  
ROCKFORD  
184-001397  
(217) 422-8544  
(773) 714-0050  
(815) 489-0050

- CHASTAIN  
& ASSOCIATES, LLC**  
**CONSULTING ENGINEERS**

EXP. 11/30/17

- LANDSCAPE PLAN**
- GW PLAZA**  
**1312 N. WATER ST.**  
**DECATUR, IL**

sheet no.	<b>C-4</b>
project no.	<b>12003</b>





**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**

<b>Petitioner</b>	GW Plaza, LLC c/o Mohammad Shariff				
<b>Address</b>	2107 Charwick Drive				
<b>City</b>	Champaign	<b>State</b>	IL	<b>Zip</b>	61822
<b>Telephone</b>	217-369-7410	<b>Fax</b>		<b>E-mail</b>	
<b>Property Owner</b>	Champaign Rentals c/o Mohammad Shariff				
<b>Address</b>	2107 Charwick Drive				
<b>City</b>	Champaign	<b>State</b>	IL	<b>Zip</b>	61822
<b>Telephone</b>	217-369-7410	<b>Fax</b>		<b>E-mail</b>	
<b>Representative</b>	Mary E. Cave - Consulting Engineer				
<b>Address</b>	5 N. Country Club Road				
<b>City</b>	Decatur	<b>State</b>	IL	<b>Zip</b>	62521
<b>Telephone</b>	217-422-8544	<b>Fax</b>	217-422-0398	<b>E-mail</b>	mcave@hlcllp.com

**SECTION TWO: SITE INFORMATION**

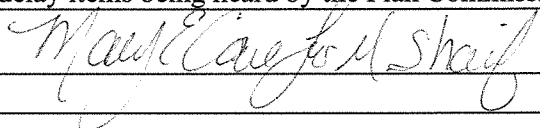
<b>Street Address</b>	1312 N. Water Street					
<b>Legal Description</b>	Lot 1 GW Plaza, per Book 5000, Page 181.					
<b>Present Zoning</b>	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Is this property a Planned Unit Development? <input checked="" type="checkbox"/> YES      Approval Date: 10/4/12 <input type="checkbox"/> NO
	<input type="checkbox"/> B-1	<input checked="" type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input checked="" type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
<b>Please list all improvements on the site:</b>						Planned Development
<b>Size of Tract</b>	1.47	<input type="checkbox"/> SF	<input checked="" type="checkbox"/> AC			

**SECTION THREE: REQUESTED ACTION**

<b>Rezone Property To:</b>	<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 checked="" type="checkbox"/> YES <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		
<b>Other:</b>	Planned Development					

Section Three Continued	
<b>Purpose</b>	Please state the purpose of the proposed rezoning.
Rezoning to allow for consumer credit service and office uses within the existing planned development.	

<b>SECTION FOUR: JUSTIFICATION</b>
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
<p>The Planned Development at GW Plaza was last amended on October 4, 2012, in order to allow for restaurant use within the development.</p> <p>The proposed amendment adds a consumer credit services use as an additional use within the development. Consumer credit services is an allowed use in B-2 zoning. The location of this PD is immediately north and northeast of existing B-2 zoning. In addition, the location meets the 1,500 ft spacing requirement from any other similar use as regulated by the State of Illinois.</p> <p>There has also been interest in office uses for the development and the current Planned Development does not include this use. The proposed amendment adds office along with general retail uses.</p>

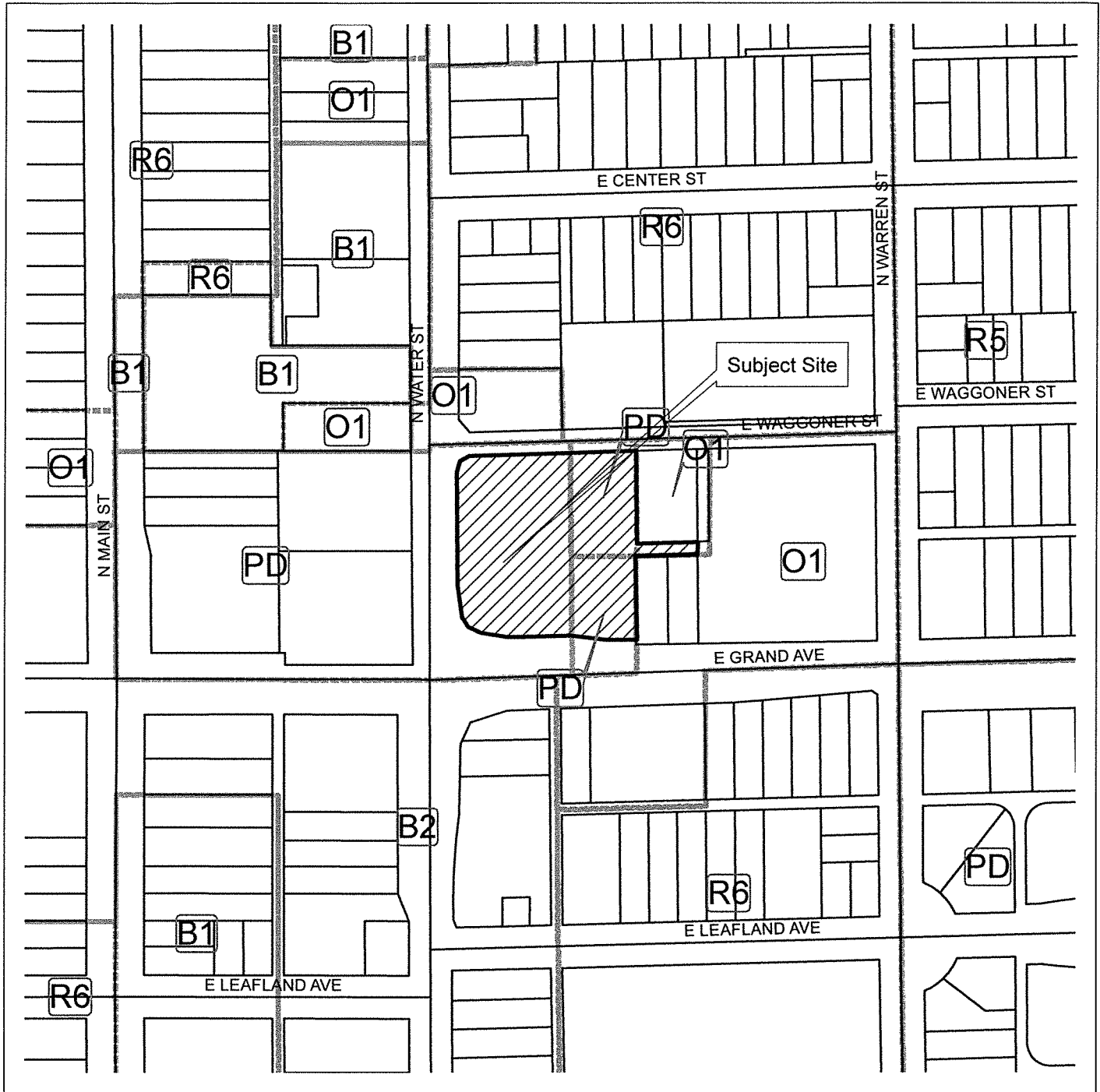
<b>SECTION FIVE: CERTIFICATION</b>			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to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

<b>NOTES:</b>	
<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>	

OFFICE USE ONLY	
Date Filed	
By	

# Decatur City Plan Commission

1312 North Water Street



Cal. No.: 17-08  
Date: June 1, 2017  
Petition of: GW Plaza, LLC  
Requested Action: Amend PD Planned Development

0 250 500  
Feet



## Legend

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

**STAFF REPORT**  
**Decatur City Plan Commission**

**COMMON NAME:** 1312 North Water Street

**GENERAL INFORMATION**

**Hearing Date** June 1, 2017  
**Calendar No.** 17-08  
**Property Location** 1312 North Water Street  
**Requested Action** Amend PD Planned Development District  
**Petitioner** GW Plaza, LLC  
**Representative** Mary Cave

**LAND USE AND ZONING**

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial	PD	Retail, Residential-Low Density
North	Office, The Concord	R-6, O-1	Retail, Residential-Low Density
South	Single-Family Residence, Day Care Facility	O-1, B-2	Mixed-Use
East	Single-Family Residence, Heritage Grove	O-1	Commercial/Residential
West	Walgreens	PD	Residential-Low Density
			Retail

**BACKGROUND**

1. The subject site is currently developed with a 12,200 square foot mixed use center consisting of a gas station, convenience store, restaurants with ancillary use of video gaming, laundromat, retail and consumer credit service and is located at 1312 North Water Street.
2. This site was rezoned to PD Planned Development District in November of 2012 to allow for the following uses gas station, convenience store, sandwich shop/restaurant, retail and laundromat.
3. This PD Planned Development District was designed to provide services that would have a positive effect on the area.
4. In March of 2013, the City Council approved an amendment to the Zoning Ordinance to maintain a minimum distance of 1500 feet between consumer credit services establishments. At the time there was considerable support from elected officials to do even more to limit this type of establishment due to concerns about the impact on local residents and considerable public outcry for stronger restrictions. However, it was made clear that – as is the case in this instance – that fair and equitable zoning restrictions represented the city’s legal option for placing such limits. This amendment was approved because it was found be in harmony with the goals of the Macon County and Decatur Comprehensive Plan that includes “ A Diversified Economy” and “Quality of Life”. It was also an effort to curb the concentration of these types of lending services in certain areas of the City.

5. Consumer installment lenders, listed as one of the types of consumer credit services that could be legally allowed on site if this requested amendment is approved, are allowed to charge an annual percentage rate of up to 36% on loans of more than \$4,000 and up to 99% on what are known as small consumer loans of \$4,000 or less not including additional fees according to the Consumer Installment Loan Act.
6. It was discovered that a consumer credit service moved into the subject site in August of 2016 after speaking with the petitioner and representative prior to the September 2016 Plan Commission meeting. The September 2016 petition was withdrawn and a new petition was to be filed to include a request for consumer credit service as a permitted use. A petition was not filed in October 2016 nor November 2016. The owner was cited for a violation of the approved PD Planned Development District in November 2016. The violation was filed in circuit court and slated for hearing in April of 2017.
7. Consumer installment lenders, listed as one of the types of consumer credit services that could be allowed here if this requested amendment is approved, are allowed to charge an annual percentage rate of up to 36% on loans of more than \$4,000 and up to 99% on what are known as small consumer loans of \$4,000 or less not including additional fees according to the Consumer Installment Loan Act.
8. In March of 2017, the Plan Commission made a motion to table this item until a decision was made by the circuit court. The Plan Commission was interested in whether the court believed this use was in fact a consumer credit service. However, while the petitioner admitted to the violation filed in circuit court in April 2017, the admission was only that the use was in violation of the PD Planned Development. No determination was made whether the use was a consumer credit service as the violation charged was that this particular use did not fall within the permitted uses of the approved PD Planned Development District.

## **PROJECT DESCRIPTION**

1. The petitioner proposes to amend the PD Planned Development District to allow for consumer credit services and professional office uses.
2. The petitioner proposes to allow for the gas station/convenience store (3,641 square feet), a coin laundromat (2,640 square feet), sandwich shop/restaurant (1,548 square feet), professional office (1,540 square feet), retail (1,357 square feet) and consumer credit service (1,474). The square footage of the professional office, retail and consumer credit service split may vary, but the combined total of the three (3) uses will not exceed 4,371 square feet.

## **STAFF ANALYSIS**

1. The addition of professional office uses to this PD Planned Development will provide services to the citizens of this area which is consistent with the intent of the originally approved PD Planned Development and with the intent of the Macon County and Decatur Comprehensive Plan. Services currently provided on site include a laundromat, gas station and convenience store, retail and restaurants with ancillary video gaming.

2. Since zoning is a tool to further the goals of the Macon County and Decatur Comprehensive Plan, staff recommends denial of the request to allow for Consumer Credit Services as a use on site. Staff is of the opinion that a consumer credit service in this area - which is located in the City's regeneration area - is not consistent with the intent of the Plan as it calls for economic stability for regeneration areas in our community. By definition, the regeneration area consists of neighborhoods that are undergoing a long term adverse transition of land use and/or density. These neighborhoods exhibit physical deterioration of private structures and public facilities, underutilized land and buildings, and declining property values. Consumer credit services regularly charge interest rates higher than traditional lending institutions (such as banks, credit unions, mortgage lenders, etc.), which in Staff's opinion, works in opposition of the goal of economic stability and provide a service to the regeneration area that is in direct conflict with defined area needs. Staff is of the opinion that this type of lending service is not beneficial to the health or stability of the economy in these regeneration areas.
3. Staff believes this type of installment loan institution falls within the definition of the consumer credit service as it includes consumer installment lenders, payday loan lenders and title secured lenders. The definition does not limit to only these types of lenders and Staff is of the opinion that this is a similar use to all of these types of lenders. The Military Lending Act also groups this type of lending service with payday lenders and title secured lenders. Consumer credit as involved in the Military Lending Act is credit offered or extended to a covered borrower primarily for personal, family, or household purposes and is subject to a finance charge as well as payable by a written agreement in more than four (4) installments. The Military Lending Act does not allow for the lending of money to active duty service members, their family members or dependents where the MAPR (military annual percentage rate) exceeds 36 percent. The MAPR includes the APR (annual percentage rate) and other charges included in the loan agreement. Security Finance, which is currently located in GW Plaza, cannot provide loans as listed on their website to "...members of the Armed Forces serving on active duty or active Guard or Reserve duty or the Spouse or Dependent of such a person." If they cannot make loans to military, all of their loans would have a MAPR that exceed the maximum 36 percent as allowed by Federal Law. Staff is of the opinion that a lending service that is not appropriate for our nation's armed services men and women and their families, it is also not appropriate for this regeneration area of our City.
4. The PD plan has been reviewed by the City's Technical Review Committee, Planning, Engineering and Fire.

#### **STAFF RECOMMENDATION**

1. Based on the analysis, staff recommends approval of the PD Planned Development Plan with the following conditions:
  - a. Consumer Credit Services as a use is prohibited.
  - b. Square footage of the current/proposed uses shall not exceed the following: Convenience Store 3,641 square feet; Retail/Professional Office 4,371 square feet; Sandwich Shop/Restaurant 1,548 square feet and Coin Laundromat 2,640 square feet.

### **PLAN COMMISSION ACTION**

1. Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 17-08 to the City Council with a recommendation for approval with staff conditions is suggested.

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

Suzan Stickle  
Senior Planner

### **ATTACHMENTS**

1. Petition
2. Location Map
3. PD Site Plan

## **Excerpts from Plan Commission Meeting of June 1, 2017:**

Cal. No. 17-08      Petition of GW PLAZA, LLC, to amend the PD  
Planned Development District located at 1312  
NORTH WATER STREET.

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

Mr. Tyus presented the recommendation of staff:

The subject site is currently developed with a 12,200 square foot mixed use center consisting of a gas station, convenience store, restaurants with ancillary use of video gaming, laundromat, retail and consumer credit service and is located at 1312 North Water Street.

This site was rezoned to PD Planned Development District in November of 2012 to allow for the following uses gas station, convenience store, sandwich shop/restaurant, retail and laundromat. This PD Planned Development District was designed to provide services that would have a positive effect on the area.

In March of 2013, the City Council approved an amendment to the Zoning Ordinance to maintain a minimum distance of 1,500 feet between consumer credit services establishments. At the time there was considerable support from elected officials to do even more to limit this type of establishment due to concerns about the impact on local residents and considerable public outcry for stronger restrictions. However, it was made clear that – as is the case in this instance – that fair and equitable zoning restrictions represented the city’s legal option for placing such limits. This amendment was approved because it was found to be in harmony with the goals of the Macon County and Decatur Comprehensive Plan that includes “A Diversified Economy” and “Quality of Life”. It was also an effort to curb the concentration of these types of lending services in certain areas of the City.

Consumer installment lenders, listed as one of the types of consumer credit services that could be legally allowed on site if this requested amendment is approved, are allowed to charge an annual percentage rate of up to 36% on loans of more than \$4,000 and up to 99% on what are known as small consumer loans of \$4,000 or less not including additional fees according to the Consumer Installment Loan Act.

It was discovered that a consumer credit service moved into the subject site in August of 2016 after speaking with the petitioner and representative prior to the September 2016 Plan Commission meeting. The September 2016 petition was withdrawn and a new petition was to be filed to include a request for consumer credit service as a permitted use. A petition was not filed in October 2016 nor November 2016. The owner was cited for a violation of the approved PD Planned Development District in November 2016. The violation was filed in circuit court and slated for hearing in April of 2017.

Consumer installment lenders, listed as one of the types of consumer credit services that could be allowed here if this requested amendment is approved, are allowed to charge an annual percentage rate of up to 36% on loans of more than \$4,000 and up to 99% on what are known as small consumer loans of \$4,000 or less not including additional fees according to the Consumer Installment Loan Act.

In March of 2017, the Plan Commission made a motion to table this item until a decision was made by the circuit court. The Plan Commission was interested in whether the court believed this use was in fact a consumer credit service. However, while the petitioner admitted to the violation filed in circuit court in April 2017, the admission was only that the use was in violation of the PD Planned Development. No determination was made whether the use was a consumer credit service as the



violation charged was that this particular use did not fall within the permitted uses of the approved PD Planned Development District.

The petitioner proposes to amend the PD Planned Development District to allow for consumer credit services and professional office uses.

The petitioner proposes to allow for the gas station/convenience store (3,641 square feet), a coin laundromat (2,640 square feet), sandwich shop/restaurant (1,548 square feet), professional office (1,540 square feet), retail (1,357 square feet) and consumer credit service (1,474). The square footage of the professional office, retail and consumer credit service split may vary, but the combined total of the three (3) uses will not exceed 4,371 square feet.

The addition of professional office uses to this PD Planned Development will provide services to the citizens of this area which is consistent with the intent of the originally approved PD Planned Development and with the intent of the Macon County and Decatur Comprehensive Plan. Services currently provided on site include a laundromat, gas station and convenience store, retail and restaurants with ancillary video gaming.

Since zoning is a tool to further the goals of the Macon County and Decatur Comprehensive Plan, staff recommends denial of the request to allow for Consumer Credit Services as a use on site. Staff is of the opinion that a consumer credit service in this area - which is located in the City's regeneration area - is not consistent with the intent of the Plan as it calls for economic stability for regeneration areas in our community. By definition, the regeneration area consists of neighborhoods that are undergoing a long term adverse transition of land use and/or density. These neighborhoods exhibit physical deterioration of private structures and public facilities, underutilized land and buildings, and declining property values. Consumer credit services regularly charge interest rates higher than traditional lending institutions (such as banks, credit unions, mortgage lenders, etc.), which in Staff's opinion, works in opposition of the goal of economic stability and provide a service to the regeneration area that is in direct conflict with defined area needs. Staff is of the opinion that this type of lending service is not beneficial to the health or stability of the economy in these regeneration areas.

Staff believes this type of installment loan institution falls within the definition of the consumer credit service as it includes consumer installment lenders, payday loan lenders and title secured lenders. The definition does not limit to only these types of lenders and Staff is of the opinion that this is a similar use to all of these types of lenders. The Military Lending Act also groups this type of lending service with payday lenders and title secured lenders. Consumer credit as involved in the Military Lending Act is credit offered or extended to a covered borrower primarily for personal, family, or household purposes and is subject to a finance charge as well as payable by a written agreement in more than four (4) installments. The Military Lending Act does not allow for the lending of money to active duty service members, their family members or dependents where the MAPR (military annual percentage rate) exceeds 36 percent. The MAPR includes the APR (annual percentage rate) and other charges included in the loan agreement. Security Finance, which is currently located in GW Plaza, cannot provide loans as listed on their website to "...members of the Armed Forces serving on active duty or active Guard or Reserve duty or the Spouse or Dependent of such a person." If they cannot make loans to military, all of their loans would have a MAPR that exceed the maximum 36 percent as allowed by Federal Law. Staff is of the opinion that a lending service that is not appropriate for our nation's

armed services men and women and their families, it is also not appropriate for this regeneration area of our City.

The PD plan has been reviewed by the City's Technical Review Committee, Planning, Engineering and Fire.

Staff recommends approval of the PD Planned Development Plan with the following conditions:

1. Consumer Credit Services as a use is prohibited.
2. Square footage of the current/proposed uses shall not exceed the following: Convenience Store 3,641 square feet; Retail/Professional Office 4,371 square feet; Sandwich Shop/Restaurant 1,548 square feet and Coin Laundromat 2,640 square feet.

Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 17-08 to the City Council with a recommendation for approval with staff conditions is suggested.

Mr. Kent Newton asked what would happen to the business if this item is approved, as presented, by the Plan Commission and City Council. Mr. Tyus said the business would not be allowed to operate at this location.

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

Mrs. Cave stated the GW Plaza project began in 2012 as a Planned Development and was amended within the first year to add the restaurant use. The proposed amendment would add office use and the consumer credit service. The site plan has been modified to add four (4) parking stalls.

Mrs. Cave said the zoning in this area consists of a PD Planned Development to the west, O-1 Office District to the east and B-2 Commercial District to the southwest and southeast.

Mr. Andrew Wessler, attorney, was sworn in by Mrs. Poland.

Mr. Wessler stated Mr. Mohammad Shariff, the petitioner, was not intentionally in violation of the Zoning Ordinance. Mr. Shariff admitted to the violation in good faith and is requesting to amend the Planned Development.

Mr. Wessler said Security Finance is, at best, a small consumer loan service company. They also offer tax advice and tax preparation services. They are not a payday lender or a predatory lender. Mr. Wessler gave the Commissions a Payday Loan handout.

Mr. Wessler said they feel it is unfair that a consumer credit service business cannot be located in the PD Planned Development, however, directly south in the B-2 District it is allowed as a permitted use. Security Finance acts as a buffer to protect it from a predatory lender. Allowing this amendment will increase the stability of this area. Security Finance has been in the City for approximately twenty (20) years. If they were forced to move from GW Plaza they could open up across the street. This is a lesser of two (2) evils situation. Consumer credit services do not increase crime, public disturbances or thefts. GW Plaza offers many services to this area. They have invested over five (5) million dollars to this community. It took two (2) years to place Security Finance in GW Plaza and they have invested \$15,000 remodeling the inside of their business. Mr. Wessler is asking the Commission to approve the amendments they are asking for.

Mr. Tyus stated staff does not feel it is a logical assumption that a payday lender will open up across the street. Security Finance is in a PD Planned Development and the Commission needs to make a recommendation to Council as to whether or not a consumer credit service use will be allowed at this

particular location. Mr. Tyus said staff is not calling Security Finance a payday lender. Security Finance is being defined as a consumer installment lender. This use is allowed to charge an annual percentage rate up to thirty-six (36) percent on loans up to \$4,000 and up to ninety-nine (99) percent on smaller loans.

It was moved and seconded (Jeffery/Newton) to remove Calendar No. 17-08 from the table. Motion carried unanimously.

It was moved and seconded (Jeffery/Newton) to forward Calendar No. 17-08 to the City Council with a recommendation for approval as presented by staff. Motion carried 5-2.

## The Truth About Payday Loans

Payday lenders market their products as convenient solutions to temporary cash-flow problems. Don't buy the hype. If you're struggling to make ends meet, chances are you'll be even worse off if you take out a payday loan.

The truth is: Payday loans are an extremely expensive form of borrowing money. They often carry triple-digit interest rates and include all kinds of hidden fees. One payday loan can quickly snowball into too much debt for one family to handle. Many payday borrowers come up short on their loan's due date, so they must take out a new loan to pay off the old one. Or sometimes, lenders will offer consumers additional cash if they take out a new loan to pay off the old one. This is called "rolling over" a loan. Each time a loan is rolled over, the lender tacks on additional fees. This creates a cycle of debt from which some families never recover.

### New Consumer Protections

Under a new law that began on March 21, 2011, Illinois consumers now enjoy stronger protections from the payday loan industry's worst practices. The new law protects consumers from unlimited roll-overs and requires loans to be based on a borrower's ability to pay. The new law also creates a new type of loan – the **small consumer loan** – that is somewhat less expensive than the traditional payday product. Still, even with these new protections in place, consumers must exercise caution when deciding whether to take out a loan to meet their emergency expenses. The cost of short-term borrowing in Illinois remains very high.

### Three Types of Loans

#### Small Consumer Loan:

There are three types of payday or payday-like loans sold in Illinois. The least expensive of these is the small consumer loan. Under Illinois law, a lender can charge an Annual Percentage Rate (APR) of no more than 99% on a small consumer loan. This is by no means cheap, but it's considerably less costly than a payday loan. So, be sure to shop around. Ask a lender if they sell **small consumer loans**. Be specific. If they don't sell them, move on to a store that does. Stores that sell payday loans cannot sell small consumer loans. It is against the law.

In addition to having lower interest rates, small consumer loans have longer terms than payday loans – typically lasting about a year or more. Stretching your payments out over time is one way to help keep them manageable. To ensure you stay in your small consumer loan long enough to pay down a significant portion of your balance, the new law prohibits lenders from rolling you over into a new loan in the first 75 days of your loan's term. Additionally, by law, a small consumer loan's monthly payments can be no more than 22.5% of your gross monthly income.

**Payday Installment Loan:** Like small consumer loans, payday installment loans have longer terms than conventional payday loans, lasting up to six months. However, payday installment loans are more expensive than small consumer loans, with APRs running as high as 400%. This is why you should make every effort to qualify for a small consumer loan – or, preferably, an even less expensive loan – before considering a payday product.

Illinois law does provide payday loan consumers with some protections against the cycle of debt. For example, a lender cannot roll over your loan if doing so would keep you in debt for longer than six months. Also, a payday installment loan's monthly payments can be no more than 22.5% of your gross monthly income.

**Payday Loan:** A payday loan is truly a short-term loan; it has to be paid back in two to four weeks. Like the payday installment loan, a payday loan can carry an APR as high as 400%. The combination of the short term and high rates increases the likelihood that you'll be

unable to pay off your payday loan when it comes due.

If this happens to you, please remember that under Illinois law, you are entitled to enter into an interest-free repayment plan with your lender after you've been in debt for more than 35 days. This option applies only to payday loans, not to payday installment loans, and you must request it. Additionally, the law prohibits lenders from issuing a new payday loan if it would result in your being in debt for more than 45 days in a row. Together, these two provisions are designed to give payday borrowers some breathing room to pay off their old payday loan debt without getting buried under additional charges and fees.

#### **Consider Other Options**

With their extremely high interest rates and many charges and fees, small consumer loans, payday installment loans, and payday loans can quickly transform a short-term financial crisis into a long-term debt problem. You should exhaust all possible resources – family, church, friends – before you even consider taking out one of these high-cost loans.

For more information about these loans and other types of credit, or to file a complaint against a payday lender, please visit [www.IllinoisAttorneyGeneral.gov](http://www.IllinoisAttorneyGeneral.gov) or contact the Illinois Attorney General's Consumer Fraud Bureau at 1-800-243-0618 (TTY: 1-877-844-5461).



[Return to Consumer Publications](#)

[Return to Protecting Consumers Main Page](#)



# Illinois Guide to Payday Loans

## CONSUMER RESPONSIBILITIES:

- **PAY BACK YOUR LOAN!** Know when each payment is due and be sure to repay the loan on time and in full.
- Borrow only as much money as you can afford to fully repay on the repayment date.
- Read the contract thoroughly and be sure that you understand all the terms and conditions of the loan.
- Be sure that you have money in your checking account on the due date of the loan so that your check does not bounce when it is deposited.

## BEWARE : Other Loans You May See in a Payday Loan Office

You may see other types of loans being offered in a payday store. Be very careful before borrowing money using these types of loans. When taking an installment loan, a title loan or any other loan be sure to understand the contract **BEFORE** you sign it. Installment Loans and title loans are not regulated by the Payday Loan Reform Act. These loans can have high interest rates, excessive and hidden fees and few if any consumer protections. Be sure to carefully read the contract and understand what you are agreeing to.

## Consumer Counseling and Debt Management Services:

If you are having financial difficulty or a serious financial setback, you may wish to get help from a consumer credit counselor or a debt management company. To obtain a list of licensed debt management companies, contact the Department of Financial Institutions at 1-888-298-8089.

Illinois Department of Financial & Professional Regulation  
Division of Financial Institutions  
Consumer Credit Section  
100 W. Randolph, Suite 9-100  
Chicago, IL 60601  
1-888/298-8089  
[www.idfpr.com](http://www.idfpr.com)

## CONSUMER RIGHTS AND PROTECTIONS:

- You cannot be charged fees of more than \$15.50 per \$100 borrowed
- You have the right to full disclosure in your contract of all fees and the annual percentage rate (APR)
- You cannot borrow more than \$1000 or 25% of your gross monthly income, whichever is less
- You can only have two payday loans at a time
- You can request a repayment plan after 35 days of outstanding debt. Once in the repayment plan you cannot be charged interest, finances charges or fees of any kind
- A lender cannot sue you until 28 days after the loan was due or the repayment plan ended
- A lender cannot charge you for attorney's fees or court costs to collect the outstanding debt
- A lender may not take an interest in any of your personal property
- A rollover of a payday loan is prohibited
- Members of the military have additional protections including: a ban on wage garnishment, deferral of collection activity for personnel deployed to a combat area, and a prohibition on contacting a consumer's commanding officer
- You can cancel a wage assignment at any time by contacting the lender
- For a complete copy of all your rights go to [www.idfpr.com](http://www.idfpr.com) to view the entire Payday Loan Reform Act.

## How to Cancel a Payday Loan Without Paying Fees or Interest

You can cancel your future obligations on a payday loan **WITHOUT** cost or finance charge if you cancel the loan by the end of the second business day immediately following the day your payday loan was executed. To cancel future obligations fill out the following form and submit it to the lender. When you submit your written cancellation, you must also pay the lender an amount equal to the principal amount of the loan.

I \_\_\_\_\_ do hereby cancel my future obligations on payday loan account #:

Signature \_\_\_\_\_

Date \_\_\_\_\_



(<http://www.security-finance.com/>)

Home > (/) FAQs (<http://www.security-finance.com/FAQs>)

## What types of loans do you make?

The Company makes traditional installment loans, which vary in amount and terms and available ancillary products, based on the state of operation and the type of license obtained in a given state. Traditional installment loans have monthly terms consisting of equal payments, and are disclosed in accordance with the federal Truth in Lending Act and applicable state law. Traditional installment loans are a type of credit product that has been around for over a hundred years.

## What size loans do you offer?

The size of the loan offered will vary by state, and the loan proceeds (cash to the customer) are in set increments to offer a selection of loan amounts with convenient monthly payments. Check the Branch Locator to see if there is an office near you to learn more about what loans are available.

## Do you make payday loans?

No, we do not make payday loans. Payday loans are another type of credit product.

## Do you make internet loans?

We do not make internet loans; instead we choose to locate branches within the community to offer personal service for your cash needs.

## How do I apply for a loan?

Check the Branch Locator for an office near you. You may either apply in person or call the local office. We currently do not take applications electronically.

## What information do I need to apply for a loan?

For the application, you will need to supply information on your current (and possibly previous) residence, your employment history (and/or information on sources of income that you will use to repay the loan), your social security number, and your monthly expense items. As part of the application process, you must authorize us to obtain a credit bureau report to further assess credit and payment history. When an application is approved, the branch personnel will let you know of any additional items that may be needed.

## Can I pay my loan off early?

Yes, you may pay your loan at any time without a prepayment penalty.

### What is a renewal?

A renewal, sometimes referred to as refinancing, is when you obtain another loan that pays off the balance of your existing loan (less any refunds due to you) and gives the remaining net proceeds to you. This second loan has charges associated with it which will be disclosed on the note and disclosure in a format approved for the state in which the transaction occurs. You will need to determine if the cost of the second loan makes financial sense for your situation. This website contains links to consumer education sites unrelated to Security Finance that may assist you in making that determination.

### What should I know about making my payments?

It is important to be familiar with the due dates of your payments, because a late payment may cause you to incur late fees. The local branch staff is there to answer any questions you may have so use them as a resource. In the event of an unexpected problem, it is important to call the branch office where you obtained the loan because they will have your records. The branch staff will try to find a mutually beneficial solution.

### Whom do I contact if I believe there is an error in the way my account is reported?

Remember that your information is reported only once monthly so your most recent financial activity may not have been reported yet. If you wish to dispute any information that we have furnished to a credit reporting agency, you should put the dispute in writing and mail it to us c/o Consumer Reporting, PO Box 3146, Spartanburg SC 29304. You should include your name, address and telephone number along with your account number, the specific information you are disputing, and an explanation of the basis for the dispute. You should also attach all supporting documentation or other information necessary to substantiate the basis of your dispute.

PROUD MEMBER OF THE FOLLOWING ORGANIZATIONS:



(<http://www.afsaonline.org/>)



BBB Rating:

A+

as of 3/2/2017

[Click for Review](#)

(<http://www.bbb.org/upstatesc/business-reviews/consumer-finance-and-loan-companies/security-group-inc-in-spartanburg-sc-13001158/#bbbonlineclick>)



NILA  
NATIONAL INSTALLMENT LENDERS ASSOCIATION





(<http://www.security-finance.com/>)

Home > (/) About Us (<http://www.security-finance.com/About-Us>) > Mission And Values (<http://www.security-finance.com/About-Us/Mission-And-Values>)

## Mission

In every business or personal endeavor, to be successful, you must continually focus on the mission you are striving to achieve. Our mission is:

To provide fast and friendly service to our customers that meets their financial needs and significantly exceeds their expectations.

To provide a positive and rewarding work environment for our employees founded on mutual respect and teamwork.

To continue profitable growth and increased value for shareholders.

To make personal and financial contributions to the communities in which we operate in a spirit of shared responsibility.

## Values

How we accomplish our mission is as important as the mission itself. In our pursuit to accomplish our mission, we will be guided by these fundamental values:

Our customers are the focus of everything we do. Our products are not unique, so our customer service must continually set us apart from our competition.

Our people are our most valuable resource. We will treat each other with trust and respect and foster teamwork and loyalty.

Our Company's future requires profits to survive.

Our Company will conduct its business in a socially responsible manner that commands respect for its integrity and for its positive contributions to our industry and the communities where we live.

PROUD MEMBER OF THE FOLLOWING ORGANIZATIONS:



(<http://www.afsaonline.org/>)



BBB Rating:  
A+  
as of 3/1/2017

[Click for Review](#)

(<http://www.bbb.org/upstatesc/business-reviews/consumer-finance-and-loan-companies/security-group-inc-in-spartanburg-sc-13001158/#bbbonlineclick>)

## Public Works

**DATE:** 6/14/2017

**MEMO:** 2017-39

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

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

**SUBJECT:**

Resolution Authorizing an Agreement with AECOM Technical Services, Inc. to Perform Bridge Design Services for Mound Road/Spring Creek West and Middle Bridges, City Project 2017-06

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items:

1. Resolution authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform bridge design services for the Mound Road / Spring Creek West and Middle bridges for a fee of \$339,100.
2. Resolution appropriating \$339,100 in State Motor Fuel Tax (MFT) funds to pay for the agreement with AECOM to perform bridge design services for the subject bridges.

**BACKGROUND:**

At the request of the City in early 2016, the Illinois Department of Transportation (IDOT) performed a rating inspection of the Mound Road / Spring Creek West Bridge. On March 24, 2016, the Department issued a letter to the City lowering the rating of the bridge deck and superstructure to a "3" (Serious Condition) on a scale from 0-9 (0=Required Closed, 9=New). Acting on an additional request from the City, IDOT performed a rating inspection of the Mound Road / Spring Creek Middle Bridge earlier this year. On February 7, 2017, IDOT issued a letter to the City lowering the rating of the bridge deck and superstructure to a "2" (Critical Condition) and ordered that the bridge be inspected every 12 months to ensure its continued safe condition. IDOT recommended that the City look to replace the decks and superstructures on both bridges in the near future. The bridge superstructures include the entire bridge structure above the pier tops, generally the driving service (deck) and the beams

or girders supporting the driving surface.

The City has secured \$1.9 million in Federal Surface Transportation funding to cover 80% of the estimated \$2/3 million construction cost to replace the deck and superstructure of both bridges in 2019.

On March 8, 2017, the Public Works Department issued a request for proposals and qualifications from area engineering firms to provide design services to replace the deck and superstructures for the Mound Road / Spring Creek (West) Bridge and Mound Road / Spring Creek (Middle) Bridge as shown on the attached location map.

Proposals were received March 29, 2017. Eight firms responded to the City's request and submitted formal statements of qualifications. Public Works Department staff conducted in-person interviews with three of the proposing firms and recommends AECOM Technical Services, Inc. as the firm best able to serve the City in performing the requested design services.

### **Engineering Services Agreement**

The Design services are to prepare design drawings and IDOT and FHWA approvals to perform the bridge construction work in 2019 and will include the following services:

1. Perform topographic surveys of the two bridges. This work will also include gathering information on Spring Creek.
2. Prepare hydraulic reports for each bridge to identify any affect the structures may have on Spring Creek and determine if there are scour concerns with the structure footings.
3. Perform the National Bridge Inventory System (NBIS) inspections of each bridge during the construction and design period as required by IDOT.
4. Complete the designs for each bridge and prepare construction plans for bidding.
5. Prepare the project specifications with the bidding information required by IDOT.
6. Coordinate the construction plans and specifications with area schools and other stakeholders.
7. Provide construction phase assistance to the City as needed.

The proposed fee is \$339,100, which will be paid from the State Motor Fuel Tax Fund.

**LEGAL REVIEW:** The agreement was sent to Legal for review on May 8, 2017 and was approved by Corporation Counsel on May 11, 2017.

### **PRIOR COUNCIL ACTION:**

June 20, 2016 - The City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges with structural concerns including the three bridges on East Mound Road over Spring Creek. The east most Mound Road

bridge was replaced in 2016. This project will design improvements for the middle and west bridge.

**POTENTIAL OBJECTIONS:** There are no known objections.

**INPUT FROM OTHER SOURCES:** AECOM Technical Services, Inc.

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

**BUDGET/TIME IMPLICATIONS:**  
**SCHEDULE: DESIGN AND CONSTRUCTION:**

Design work will begin upon approval of the agreement by the City Council. The design is to be completed by fall of 2018 for a late 2018 or early 2019 IDOT project letting. Construction will begin spring of 2019.

**Budget Impact:** The proposed engineering services agreement with AECOM is for \$339,100. Funding for this project is allocated in the State Motor Fuel Tax Fund.

The City has secured \$1.9 million in federal funding to cover approximately 80% of the estimated \$2.3 million cost for construction of the bridge improvements.

**Staffing Impact:** Staff time is allocated to manage and review the specified bridge inspections.

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

**COPY:** AECOM Technical Services, Inc.

**ATTACHMENTS:**

Description	Type
Resolution	Resolution Letter
Engineering Services Agreement AECOM	Backup Material
Local Agency Agreement for MFT AECOM	Backup Material
Location Map	Backup Material

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
AECOM TECHNICAL SERVICES, INC. FOR ENGINEERING SERVICES  
TO PROVIDE DESIGN SERVICES TO IMPROVE THE  
MOUND ROAD / SPRING CREEK WEST & MIDDLE BRIDGES  
CITY PROJECT 2017-06**

---

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

Section 1. That the Agreement authorizing the professional engineering services to provide design services to improve the Mound Road / Spring Creek West & Middle Bridges, presented to the Council herewith between the City of Decatur and AECOM Technical Services, Inc., for a fee not to exceed \$339,100, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc., for a fee not to exceed \$339,100.

PRESENTED and ADOPTED this 3rd day of July, 2017.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Debra G. Bright, City Clerk

CITY OF DECATUR  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

**AECOM**

("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. 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.

### **B. 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.

#### C. 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. 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.



### **SECTION III. CITY'S RESPONSIBILITIES**

The City shall,

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

- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

#### **SECTION IV. GENERAL CONSIDERATIONS**

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

6. Time of Submission: Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
- a. Name and address of party insured.
  - b. Name(s) of insurance company or companies.
  - c. Name and address of authorized agent executing such certificate.
  - d. Description of type of insurance and coverage afforded thereunder.
  - e. Insurance policy numbers.
  - f. Limits of liability of such policies and date of expiration of policies.
  - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

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

- a. Workers' Compensation:
  - Coverage A: Statutory Limits
  - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
- b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
  - Personal Injury Liability coverage.
- c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
- e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

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

E. TERMINATION

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

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

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

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

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

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

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

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

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

## SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 2.74 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 \_\_\_\_\_.

- 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 \_\_\_\_\_, 2017

THE CITY OF DECATUR, ILLINOIS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Consulting Engineer Firm

By: John Schull

## **Exhibit A**

### **Detailed Scope of Services 2017/2018 Bridge Superstructure Replacements & Substructure Repairs, Mound Road/Spring Creek, SN 058-3035 & 058-3036 Phase I & II Documents, Phase III Assistance**

AECOM will prepare contract documents for superstructure replacement for the West and Center Mound Road structures over Spring Creek, SN 058-3035 & 058-3036 in Decatur, Illinois. The scope of work will include the following:

#### **Task 100 – Topographic & Hydraulic Survey**

1. Prepare survey outline and perform topographic survey for road, bridge, and creek elements sufficient to develop Hydrologic and Hydraulic modeling along with roadway design elements and utilities. Survey J.U.L.I.E Locate utilities.
2. Photo log of roadway and hydrology features.
3. Survey bridge openings; at Mound & Up/Down Stream
4. Document any utilities attached to the structures.
5. Gather testimony history of high water elevation and possible overtopping from local residents.
6. Download and process survey data.

#### **Task 200 – Hydraulic Reports**

1. Verify StreamStat basins and verify design criteria with City. For example, RR at piers and abutments 2:1.
2. Perform additional hydrology calculations, if necessary
3. Perform hydraulic/scour analysis using HEC-RAS
4. Coordinate with IDOT and City for bridge type and beam depth
5. Prepare Waterway Information Tables
6. Prepare preliminary bridge design and hydraulic reports. Submit to IDOT Local Bridge Unit for approval

#### **Task 300 – Structure Inspection and BCR Updates**

1. Existing bridge & roadway plans
2. Review the Routine Inspection and Inventory Forms BBS-BIR & S-105
3. Obtain the Master Structure Report (S-107) for the structures to be inspected
4. Review existing drawings of the structures to be inspected. Note any previous rehabilitation work
5. Prepare sketch plans of the top and bottom of the deck, abutments, piers and other structural elements as necessary to allow proper documentation of the location and description of significant distress features.
6. Prepare an inspection checklist for each structure based on the IDOT BCR Practices and Procedures Manual



## **Exhibit A**

7. Prepare a list of equipment needed to complete the inspection
8. Inspection Report forms to IDOT
  - a. Inspect the bottom of the deck.
  - b. Inspect the top of the deck along with the parapet/railing.
  - c. Inspect transverse deck joints.
  - d. Inspect beams.
  - e. Inspect abutments.
  - f. Inspect piers.
  - g. Inspect other items as appropriate:
    - i. presence and extent of scour or erosion at the site
    - ii. presence, types and condition of utilities on or near the structure
    - iii. condition of the slope protection system
9. Document structure condition
10. Structure Evaluation
11. Update Reports & Exhibits

### **Task 400 – Bridge Design**

1. Verify loading impacts of staged construction to beams.  
Coordinate and obtain soil borings, if necessary. Not needed for deck beam replacement
2. Right of Way assumed not needed.
3. Confirm beam depth and bridge type with City of Decatur and IDOT Bridge Office
4. Perform substructure evaluations according to the IDOT BCR Procedures and Practices Manual. It is assumed that a detailed analysis will be required for one of the two bridges.
5. Finalize staging plans with City coordination for pedestrian use during construction
6. Deck beam design/detailing
7. Concrete wearing surface design/detailing
8. Approach slab design/detailing
9. Prepare General Plan and Elevation (GP&E) sheet for Type Size & Location (TS&L) Submittal
10. Prepare and check quantity calculations
11. Prepare and check seismic calculations and determine if seismic retrofitting of substructure is required
12. Load Rating proposed bridges with AASHTO software and submit to IDOT BB&S office

### **Task 500 – Bridge Plans**

## **Exhibit A**

1. Prepare General Plan and Elevation sheet.
2. Prepare stage construction details sheet(s).
3. Prepare temporary pedestrian bridge sheets, if necessary
4. Prepare superstructure deck beam sheets.
5. Prepare approach slabs sheets.
6. Prepare parapet/bicycle railing sheet.
7. Prepare bridge walkway details
8. Prepare construction joint details sheet.
9. Prepare deck drain details.
10. Prepare abutment (4) repair details sheet.
11. Prepare pier (4) repair details sheet.
12. Prepare quantity summary tables and schedules.

### **Task 600 – Roadway and Drainage Design**

1. Field Check the project after the topography survey is complete. Take pictures of existing conditions and create a photo log.
2. Confirm existing sidewalks are ADA compliant.
3. Set existing centerlines and proposed roadway geometrics.
4. Set proposed profile for SN 058-3036.
5. Perform the hydraulics calculations to size the storm sewer and drainage structures within roadway improvements.
6. Design temporary drainage and interim drainage to accommodate the construction staging and maintenance of traffic requirements.
7. Compile drainage computation for submittal to the City of Decatur.
8. Request traffic data from the Macon County Sheriff's Office.
9. Prepare and submit an Environmental Survey Request Form.
10. Attend FHWA Coordination Meetings.
11. Prepare and submit the Project Notification and Review Form.
12. Prepare a Draft and Final Project Development Report.
  - a. Complete BLR Form 22210 Local Project Development Report for Group II Categorical Exclusions and Design Approval.
  - b. Create a Project Location Map Exhibit.
  - c. Create a Functional Classification Map Exhibit.
  - d. Create a Utility Coordination Exhibit.

## **Exhibit A**

- e. Create an exhibit showing the existing and proposed typical sections for the roadway and bridges.
  - f. Create a Structural Master Report Exhibit.
  - g. Create an Accident Data Exhibit.
  - h. Create a Wetlands Map Exhibit.
  - i. Coordinate with the Army Corp of Engineers.
  - j. Coordinate with adjacent property owners.
  - k. Perform a Special Waste Screening, if required, as part of the Environmental Survey Request.
- 13. Develop a traffic control scheme for Stage I and Stage II construction, if staging utilized. Develop an alternate detour route(s) if full closure. Coordinate temporary pedestrian accommodations with the City during construction.
  - 14. Request J.U.L.I.E. design locate and create a utility company contact data base including contact names, addresses, telephone numbers and e-mail addresses.
  - 15. Submit preliminary plans to all know utilities within the project limits. The Utility Exhibit will include the existing topo, alignments and existing utility information as surveyed.
  - 16. Existing detector loops west of the SN 058-3036 (Center Mound Road Bridge) controls the traffic signals at Camelot Drive. The traffic signals will be reconfigured during construction to run without the detector loops. The temporary signal timing will be determined by the City of Decatur. The location of the signal heads may need to be adjustment for each stage of construction.
  - 17. Coordination of approach slab and detector loops with roadway/profile adjustments.

### **Task 700 – Roadway Plans**

- 1. Review As-Built Plans and/or Utility Exhibit markups provided by the utility companies.
- 2. Revise existing utility locations based on field check. Submit Preliminary Plans to utility companies showing revised utility locations.
- 3. All sheets will be prepared as described in Chapter 63 of the IDOT BDE Manual.
- 4. Prepare Cover Sheet.
- 5. Prepare Index of Sheets, List of District/City Standards, List of IDOT and City of Decatur Standards and the Mixture Requirements Table.
- 6. Prepare General Notes and Commitments Sheet.
- 7. Prepare Summary of Quantities Sheets.
- 8. Prepare Existing Typical Section Sheets.
- 9. Prepare Proposed Typical Section Sheets.
- 10. Prepare Schedule of Quantities Sheets.
- 11. Prepare Alignment, Ties and Bench Mark Sheets.
- 12. Prepare Removal Plans.
- 13. Prepare Roadway Plan and Profile Sheets including the drainage items.

## **Exhibit A**

14. Prepare Erosion Control and Landscaping Plans.
15. Prepare Entrance Details, Curb and Gutter Transition Details, Butt Joint Details, and Miscellaneous Details.
16. Prepare miscellaneous Drainage Details.
17. Prepare miscellaneous Utility Details.
18. Prepare Temporary Sidewalk Details.
19. Prepare Details for Signal Head Impacts for Maintenance of Traffic
20. Prepare a Traffic Control General Notes Sheet.
21. Prepare a Traffic Control Sequence of Construction Sheet.
22. Prepare Traffic Control Typical Sections for all stages of construction. Typical sections will be created for each roadway carrying construction traffic.
23. Prepare Traffic Control Plans as described in Chapter 63 of the IDOT Bureau of Design & Environment (BDE) Manual.
24. Prepare Pavement Marking, Signing and Landscaping Plans.
25. Prepare Cross Sections Sheets.
26. Calculate roadway quantities.
27. All deliverables will be check in accordance with AECOM's QCQA policy.

### **Task 800 – Prepare Booklet**

1. Compile and review pay item quantity sheets.
2. Prepare special provisions and check sheets.
3. Assuming less than one acre of land will be disturbed; therefore a Storm Water Pollution Prevention Plan (SWPPP) will not be required.
4. Insert City of Decatur Standard Drawings, if applicable.
5. Prepare estimate of cost. (Confirm funding source(s)).
6. Prepare estimate of time.
7. Submit Preliminary (60%) Plans to the City of Decatur.
8. Address Preliminary Plan review comments.
9. Submit Pre-Final PS&E to the City of Decatur.
10. Address the City of Decatur's Pre-Final PS&E review comments.
11. Submit Pre-Final PS&E to IDOT.
12. Address IDOT's Pre-Final PS&E review comments.
13. Obtain the necessary signatures and submit Final PS&E to IDOT and City of Decatur.

### **Task 00900 – Stakeholder Coordination**

## **Exhibit A**

1. Coordination with Church
2. Coordination with School

### **Task 1000 – ROW Documents**

1. Macon County Record Research.
2. Notification to land owners
3. Establish/Compute Existing ROW/Property Lines

### **Task 1100 – QA-QC**

The following key tasks will be performed as part of a comprehensive project specific QA/QC plan:

1. Prior to making submittals, independent technical reviews (QA reviews) will be made of deliverables.
2. All project correspondence will be logged, filed, and maintained in a central file.
3. Copies of all outgoing and incoming transmittals and submittals will be logged and stored in a centralized project file.
4. Copies of all incoming and outgoing e-mail correspondence will be saved and maintained in a single centralized project e-mail database.
6. Disposition of all review comments from internal QC and QA reviews and review comments on submittals by outside parties will be made using a color coding system applied to hard copies of review comments with those hard copy dispositions logged, filed, and stored in a centralized project QA/QC file.

### **Task 1200 – Construction Phase Support**

1. Attend pre-construction meeting
2. Check shop drawings and return approved drawings to fabricator for distribution
3. Respond to RFI's

### **Task 1300 – Project Management**

The following tasks will be performed as part of the project management for the project:

1. Enter approved budget and scope in ePM for PM management.
2. Prepare project tracking spreadsheets.
3. Prepare Safe Work Plan for Topographic and Hydraulic Survey.
4. Prepare for and conduct project kickoff meeting.
5. Project oversight

## **Exhibit A**

6. Weekly tracking per AECOM protocol and monthly progress report and updates to graph showing actual expenditures relative to budgeted will be prepared and submitted with the invoices.
7. Project progress and coordination meetings will be held with the City of Decatur.
8. A record of all project communication, coordination, transmittals and submittals will be documented, logged and maintained.
9. Schedule staff assignments, monitor budgets and manage development of deliverables and timeline.
10. Conduct internal staff and team meetings.

## West and Center Mound Road Structures 058-3035 &amp; 058-3036

## Summary - Engineering Manhour &amp; Fee Estimate



Task No.	Description	Manhours	Labor	Direct	Subs	Total	%
100	Topographic & Hydraulic Surveys	155.0	\$14,313.34	\$27.60	\$0.00	\$14,340.94	4.23%
200	Hydraulic Reports	211.0	\$22,611.17	\$210.00	\$0.00	\$22,821.17	6.73%
300	Struct Inspection & BCR Updates	213.0	\$24,698.06	\$0.00	\$0.00	\$24,698.06	7.28%
400	Bridge Design	335.0	\$36,493.06	\$0.00	\$0.00	\$36,493.06	10.76%
500	Bridge Plans	527.0	\$54,477.10	\$0.00	\$0.00	\$54,477.10	16.07%
600	Roadway & Drainage Design	367.0	\$47,285.20	\$862.90	\$0.00	\$48,148.10	14.20%
700	Roadway Plans	429.0	\$50,200.63	\$0.00	\$0.00	\$50,200.63	14.81%
800	Prepare Booklet	158.0	\$19,751.11	\$2,191.25	\$0.00	\$21,942.36	6.47%
900	Stakeholder Coordination	20.0	\$2,272.47	\$0.00	\$0.00	\$2,272.47	0.67%
1000	Right-of-Way Documents	36.0	\$3,343.09	\$12.65	\$0.00	\$3,355.74	0.99%
1100	QA-QC	100.0	\$13,221.95	\$0.00	\$0.00	\$13,221.95	3.90%
1200	Construction Phase Support	80.0	\$9,205.66	\$0.00	\$0.00	\$9,205.66	2.71%
1300	Project Management	289.0	\$37,573.98	\$327.60	\$0.00	\$37,901.58	11.18%
1400							
<b>Totals</b>		<b>2920.0</b>	<b>\$ 335,446.82</b>	<b>\$ 3,632.00</b>	<b>\$ -</b>	<b>\$ 339,078.82</b>	<b>100.00%</b>

**Not-to-Exceed Fee: \$ 339,080.00**

## Notes:

- 1) Estimate assumes that IDNR Office of Water Resources (OWR) Statewide Permit will be applicable. If an individual permit is required, additional fees will apply.
- 2) Estimate assumes that special waste Level II screening will be successful and a Preliminary Site Assessment (PESA) will not be required. If a PESA is required, additional fees will apply.



[illegible]



	0.0	7.0	70.0	20.0	178.0	252.0	0.0	0.0	0.0	527.0	\$37.86	\$19,950.02	\$54,477.10
Total This Task	0.0	7.0	70.0	20.0	178.0	252.0	0.0	0.0	0.0	527.0	\$37.86	\$19,950.02	\$54,477.10

Principal	Project Manager	Sr. Struct Engineer	Struct Engineer	Sr. Civil Engineer	Civil Eng. 1	Tech	PLS	Surveyor 1	Surveyor 2	Geotech 1 /Geologist	MH Totals	Avg Rate	Raw Labor	Factored Labor
Roadway & Drainage Design (600)	0.0	0.0	0.0	6.0	0.0	6.0	0.0	0.0	0.0	0.0	12.0	\$43.71	\$524.52	\$1,432.30
	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	8.0	\$35.54	\$284.32	\$776.39
	0.0	0.0	0.0	4.0	0.0	2.0	0.0	0.0	0.0	0.0	6.0	\$46.43	\$278.60	\$760.77
	0.0	0.0	0.0	8.0	0.0	0.0	0.0	4.0	0.0	0.0	12.0	\$47.60	\$571.24	\$1,559.87
	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$51.88	\$415.04	\$1,133.34
	0.0	0.0	0.0	4.0	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$47.60	\$285.62	\$779.94
	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$51.88	\$415.04	\$1,133.34
	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$51.88	\$415.04	\$1,133.34
	0.0	0.0	0.0	16.0	0.0	4.0	0.0	0.0	0.0	0.0	20.0	\$48.61	\$972.24	\$2,654.88
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
	0.0	0.0	0.0	4.0	0.0	2.0	0.0	0.0	0.0	0.0	6.0	\$46.43	\$278.60	\$760.77
	0.0	1.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	5.0	\$51.19	\$255.94	\$598.69
	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$51.88	\$415.04	\$1,133.34
	0.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	\$50.15	\$802.40	\$2,191.10
	0.0	2.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	10.0	\$37.52	\$375.24	\$1,024.66
	0.0	1.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	\$51.39	\$359.70	\$982.23
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
	0.0	2.0	0.0	54.0	0.0	16.0	8.0	0.0	0.0	0.0	80.0	\$46.74	\$3,739.48	\$10,211.32
	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	6.0	\$43.71	\$262.26	\$716.15
	0.0	0.0	0.0	0.0	3.0	0.0	3.0	0.0	0.0	0.0	6.0	\$43.71	\$262.26	\$716.15
	0.0	0.0	0.0	0.0	4.0	0.0	2.0	0.0	0.0	0.0	6.0	\$46.43	\$278.60	\$760.77
	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0	8.0	\$43.71	\$349.68	\$954.86
	0.0	0.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	0.0	4.0	\$43.71	\$173.36	\$473.39
	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$51.88	\$415.04	\$1,133.34
	0.0	0.0	0.0	4.0	0.0	2.0	0.0	0.0	0.0	0.0	6.0	\$46.43	\$278.60	\$760.77
	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$51.88	\$103.76	\$283.34
	0.0	1.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0	\$51.50	\$463.46	\$1,285.56
	0.0	0.0	0.0	8.0	0.0	4.0	0.0	0.0	0.0	0.0	12.0	\$46.43	\$557.20	\$1,521.53
0.0	0.0	0.0	8.0	0.0	0.0	4.0	0.0	0.0	0.0	14.0	\$46.72	\$654.04	\$1,785.97	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00	
0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	\$51.88	\$822.96	\$1,700.01	
0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	\$51.88	\$822.96	\$1,700.01	
0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	\$51.88	\$311.28	\$950.01	
0.0	0.0	0.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	8.0	\$43.71	\$349.68	\$948.86	
0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$43.71	\$699.36	\$1,909.73	
0.0	0.0	0.0	6.0	0.0	6.0	0.0	0.0	0.0	0.0	12.0	\$43.71	\$524.52	\$1,432.30	
0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00	\$0.00
0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00	\$0.00
Total This Task														
0.0	17.0	0.0	0.0	248.0	26.0	70.0	0.0	0.0	6.0	0.0	367.0	\$47.18	\$17,316.28	\$47,285.20



Page 95 of 125



Task	Principal	Project Manager	Sr. Struct Engineer	Struct Engineer	Sr. Civil Engineer	Civil Eng. 1	Tech	PLS	Surveyor 1	Surveyor 2	Geotech 1	Geotech 2 /Geologist	MH Totals	Avg Rate	Raw Labor	Factored Labor
<b>Right-of-Way Documents (1000)</b>																
Macon County Recorder Research	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	8.0	\$28.30	\$226.40	\$618.23
Field Recon/Field Survey/Land Owner Notices	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	8.0	\$28.30	\$226.40	\$618.23
Process Field Survey	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$28.30	\$226.40	\$618.23
Establish/Compute Existing ROW/PLs	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$34.22	\$88.44	\$241.50
Establish/Compute proposed ROW/TCEs	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$37.33	\$597.28	\$1,630.98
Prepare/Check Parcel Plats	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
Prepare/Check Legal Descriptions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
Set/Plot Proposed ROW	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
Set Existing Centerline	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
Coordinate with City of Decatur	0.0	1.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	2.0	\$42.88	\$85.76	\$234.16
<b>Total This Task</b>	0.0	1.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	36.0	\$34.01	\$1,224.27	\$3,343.09
<b>QA - QC (1100)</b>																
ITR - Bridge Plans & Special Provisions	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
ITR - Repair Plans and Special Provisions	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
ITR - Roadway Plans & Special Provisions	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
ITR - Utility Plans & Special Provisions	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
ITR - Constructability	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$193.68	\$528.48	\$528.48
ITR - Project Development Reports	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
Detailed Check - Draft Project Dev Report	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	\$48.42	\$581.04	\$1,586.63
Detailed Check - Final Project Dev Report	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
Detailed Check - 30% Plans	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	\$48.42	\$581.04	\$1,586.63
Detailed Check - Preliminary Plans	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$48.42	\$774.72	\$2,115.51
Detailed Check - Pre-Final PS&E	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
Detailed Check - Final PS&E	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
<b>Total This Task</b>	0.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0	\$48.42	\$4,842.00	\$13,221.95
<b>Construction Phase Support (1200)</b>																
Attend Meetings	0.0	4.0	0.0	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	\$45.03	\$540.40	\$1,475.66
Respond to RFIs	0.0	4.0	0.0	0.0	24.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	52.0	\$43.73	\$2,274.00	\$6,209.56
Check Shop Drawings	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$34.80	\$556.80	\$1,520.44
<b>Total This Task</b>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
<b>Project Management (1300)</b>																
Prepare Budget and schedule in ePM	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	\$48.42	\$968.40	\$2,644.39
Project Tracking Spreadsheet	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$48.42	\$387.36	\$1,057.76
Prepare Safe Work Plans	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	\$28.68	\$143.38	\$391.52
Project Kickoff Meeting	0.0	4.0	0.0	2.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	16.0	\$40.00	\$640.00	\$1,747.63
Weekly project/budget Tracking per AECOM	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	\$48.42	\$1,162.08	\$3,173.27
Monthly Progress Reports & Invoices	0.0	36.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	\$48.42	\$1,743.12	\$4,759.90
Coordination Meetings with City	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	\$48.42	\$1,162.08	\$3,173.27
Project Coordination/Management	0.0	48.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	48.0	\$48.42	\$2,324.16	\$6,346.53
Document correspondence & track deliverables	0.0	60.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	\$48.42	\$2,905.20	\$7,933.17
Internal Staff & Team Meetings	0.0	48.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	48.0	\$48.42	\$2,324.16	\$6,346.53
<b>Total This Task</b>	0.0	273.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	289.0	\$47.61	\$13,759.94	\$37,573.98
<b>Totals</b>	0.0	459.0	62.0	209.0	618.0	785.0	660.0	17.0	79.0	42.0	2.0	6.0	2920.0		122843.8	\$35,446.82
<b>Task</b>	<b>Principal</b>	<b>Project Manager</b>	<b>Sr. Struct Engineer</b>	<b>Struct Engineer</b>	<b>Sr. Civil Engineer</b>	<b>Civil Eng. 1</b>	<b>Tech</b>	<b>PLS</b>	<b>Surveyor 1</b>	<b>Surveyor 2</b>	<b>Geotech 1</b>	<b>Geotech 2 /Geologist</b>	<b>MH Totals</b>	<b>Avg Rate</b>	<b>Raw Labor</b>	<b>Factored Labor</b>

Labor Multiplier = 2.70

Cost Escalation:

(1) Assume 3/4 of work will be performed in 2017, 1/8 in 2018, and 1/8 in 2019

(2) Assume 3% annual pay increase

(3) Escalation Factor = (0.75\*1)+(0.125\*1.03)+(0.125\*1.03)\*1.03 = 1.011363

Overall Labor Multiplier = 2.70 x 1.0113625 = 2.731 Multiplier (2.73 will be used)

**Exhibit A**  
**West and Center Mound Road Structures 058-3035 058-3036**

**West and Center Mound Road Structures 058-3035 & 058-3036**

**Direct Costs**

Topographic & Hydraulic Surveys

**Assumptions**

(1) Assume 2-man crew

Mileage to Site:	8 trips	x	6 miles	/trip @	0.575 /mile	=	\$27.60
RR Flagger:	0 days	@	\$800	/day =			\$0.00
IC RR Right of Entry Permit:							
RR Flagger:	0 days	@	\$1,000	/day =			\$0.00
Meals:							
	4 days	x	2 men	@	0.00 /day	=	\$0.00
RR Liability Insurance:							\$0.00
<b>Total Direct Costs This Task:</b>							<b>\$27.60</b>

In-House Direct Costs, IHDC =	\$27.60
Outside Direct Costs, ODC =	\$0.00
Service by Others =	\$0.00
<b>Total =</b>	<b>\$27.60</b>

Hydraulic Reports

Hydraulic Report (2):	3 sets x	100 sheets (8.5" x 11")	x	\$ 0.25 /sheet =	\$75.00
Hydraulic Report (2):	3 sets x	10 sheets (11" x 17")	x	\$ 1.00 /sheet =	\$30.00
Final Hydraulic Report (2):	3 sets x	100 sheets (8.5" x 11")	x	\$ 0.25 /sheet =	\$75.00
Final Hydraulic Report (2):	3 sets x	10 sheets (11" x 17")	x	\$ 1.00 /sheet =	\$30.00
<b>Total Direct Costs This Task:</b>					<b>\$210.00</b>

Roadway & Drainage Design

Misc Mileage:					
Field Check	2 trips	x	6 miles	/trip @	\$ 0.575 /mile =
FHWA Coordination Meetings	2 trips	x	140 miles	/trip @	\$ 0.575 /mile =
Draft Project Development Report (2):					
	5 sets x	150 sheets (8.5" x 11")	x	\$ 0.25 /sheet =	\$187.50
	5 sets x	10 sheets (11" x 17")	x	\$ 1.00 /sheet =	\$50.00
Final Project Development Report (2):					
	5 sets x	150 sheets (8.5" x 11")	x	\$ 0.25 /sheet =	\$187.50
	5 sets x	10 sheets (11" x 17")	x	\$ 1.00 /sheet =	\$50.00
Draft Traffic Management Analysis (2):					
	3 sets x	50 sheets (8.5" x 11")	x	\$ 0.25 /sheet =	\$37.50
	3 sets x	50 sheets (8.5" x 11")	x	\$ 0.25 /sheet =	\$37.50
Drainage Computations:					
	2 sets x	50 sheets (8.5" x 11")	x	\$ 0.25 /sheet =	\$25.00
	2 sets x	10 sheets (11" x 17")	x	\$ 1.00 /sheet =	\$20.00
Postage/Shipping: Draft and Final Project Development Report					\$100.00
<b>Total Direct Costs This Task:</b>					<b>\$862.90</b>

**Exhibit A**  
**West and Center Mound Road Structures 058-3035 058-3036**

<b>Prepare Booklet</b>									
30% Plans to City of Decatur:									
Specifications and Estimates									
Plans	5 sets x	50 sheets	(8.5" x 11")	x	\$ 0.25 /sheet =	\$62.50			
	5 sets x	60 sheets	(11" x 17")	x	\$ 1.00 /sheet =	\$300.00			
60% Plans to City of Decatur:									
Specifications and Estimates									
Plans	5 sets x	75 sheets	(8.5" x 11")	x	\$ 0.25 /sheet =	\$93.75			
	5 sets x	60 sheets	(11" x 17")	x	\$ 1.00 /sheet =	\$300.00			
Pre-Final Plans to IDOT and City of Decatur:									
Specifications and Estimates									
Plans	8 sets x	75 sheets	(8.5" x 11")	x	\$ 0.25 /sheet =	\$150.00			
	8 sets x	60 sheets	(11" x 17")	x	\$ 1.00 /sheet =	\$480.00			
Final Plans to IDOT and City of Decatur:									
Specifications and Estimates									
Plans	8 sets x	75 sheets	(8.5" x 11")	x	\$ 0.25 /sheet =	\$150.00			
	8 sets x	60 sheets	(11" x 17")	x	\$ 1.00 /sheet =	\$480.00			
Quantity Calcs:									
	3 sets x	100 sheets	(8.5" x 11")	x	\$ 0.25 /sheet =	\$75.00			
Postage/Shipping:						<u>\$100.00</u>			
<b>Total Direct Costs This Task:</b>						<u><b>\$2,191.25</b></u>			
<b>Right-of-Way Documents</b>									
Mileage to Site:									
	1 trips	x	10 miles	/trip @	0.575 /mile	\$5.75 (Court House)			
Mileage to Site:									
	2 trips	x	6 miles	/trip @	0.575 /mile	\$6.90 (Site)			
<b>Total Direct Costs This Task:</b>						<u><b>\$12.65</b></u>			
<b>Project Management &amp; Construction Phase Support</b>									
Misc Mileage:									
	8 trips	x	6 miles	/trip @	0.575 /mile	\$27.60			
Postage/Shipping:						<u>\$300.00</u>			
<b>Total Direct Costs This Task:</b>						<u><b>\$327.60</b></u>			
<b>Total Direct Cost:</b>						<b>\$3,632.00</b>			



# 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.

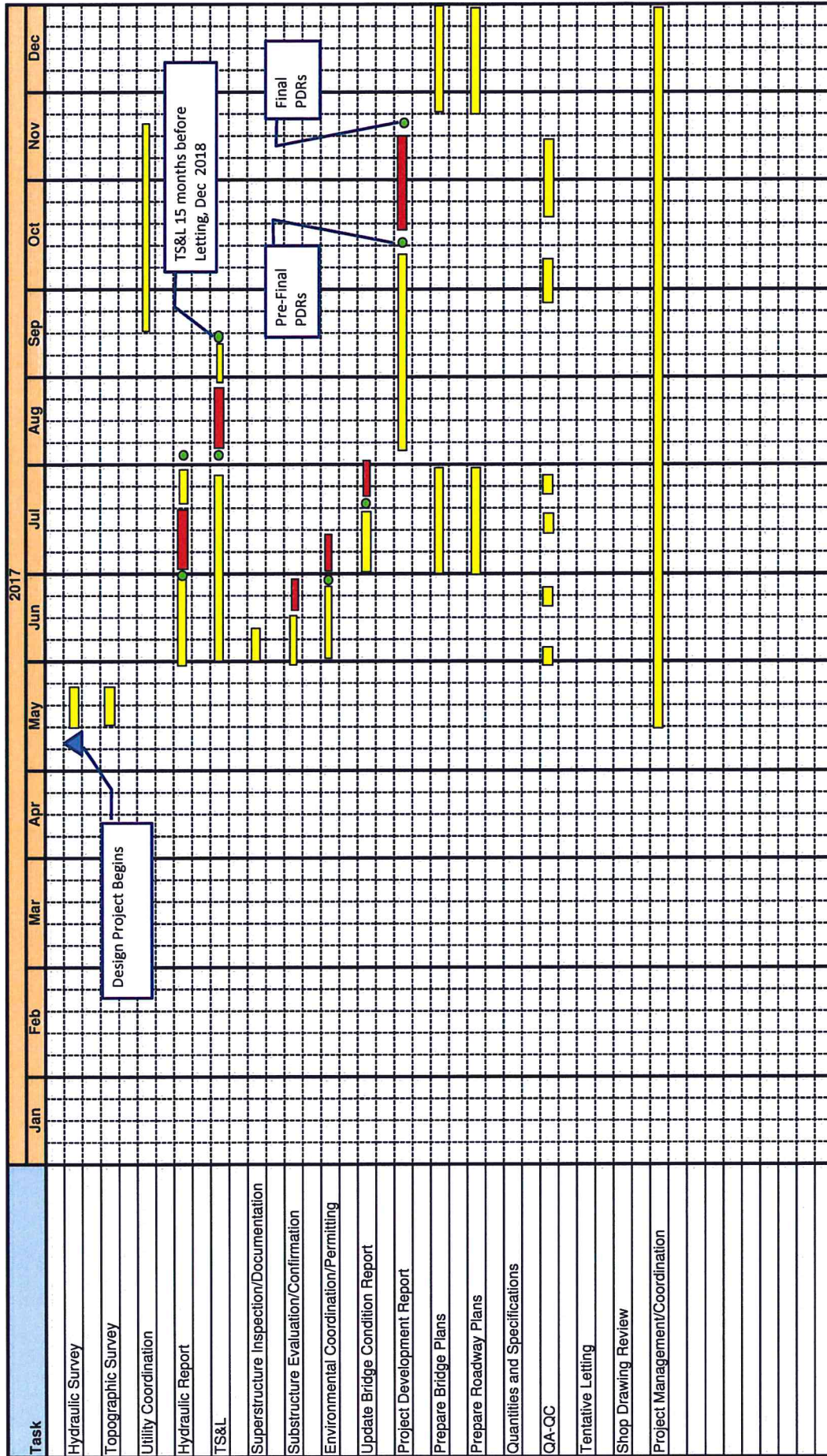
<p>CITY OF DECATUR, IL</p> <p>BY: _____</p> <p>(City Engineer)</p> <p>Dated this ____ day of _____, 20____.</p>
---

## ACCEPTANCE OF NOTICE

<p>Receipt of the above Notice to Proceed is hereby acknowledged.</p> <p>BY: _____</p> <p>(Signature) (Title)</p> <p>Dated this ____ day of _____, 20____.</p>
--



**Exhibit C**  
**City of Decatur, Mound Road/Spring Creek West and Middle Bridges - Macon County**  
**Scheduled Letting Date: December 2018**  
**Project Schedule**

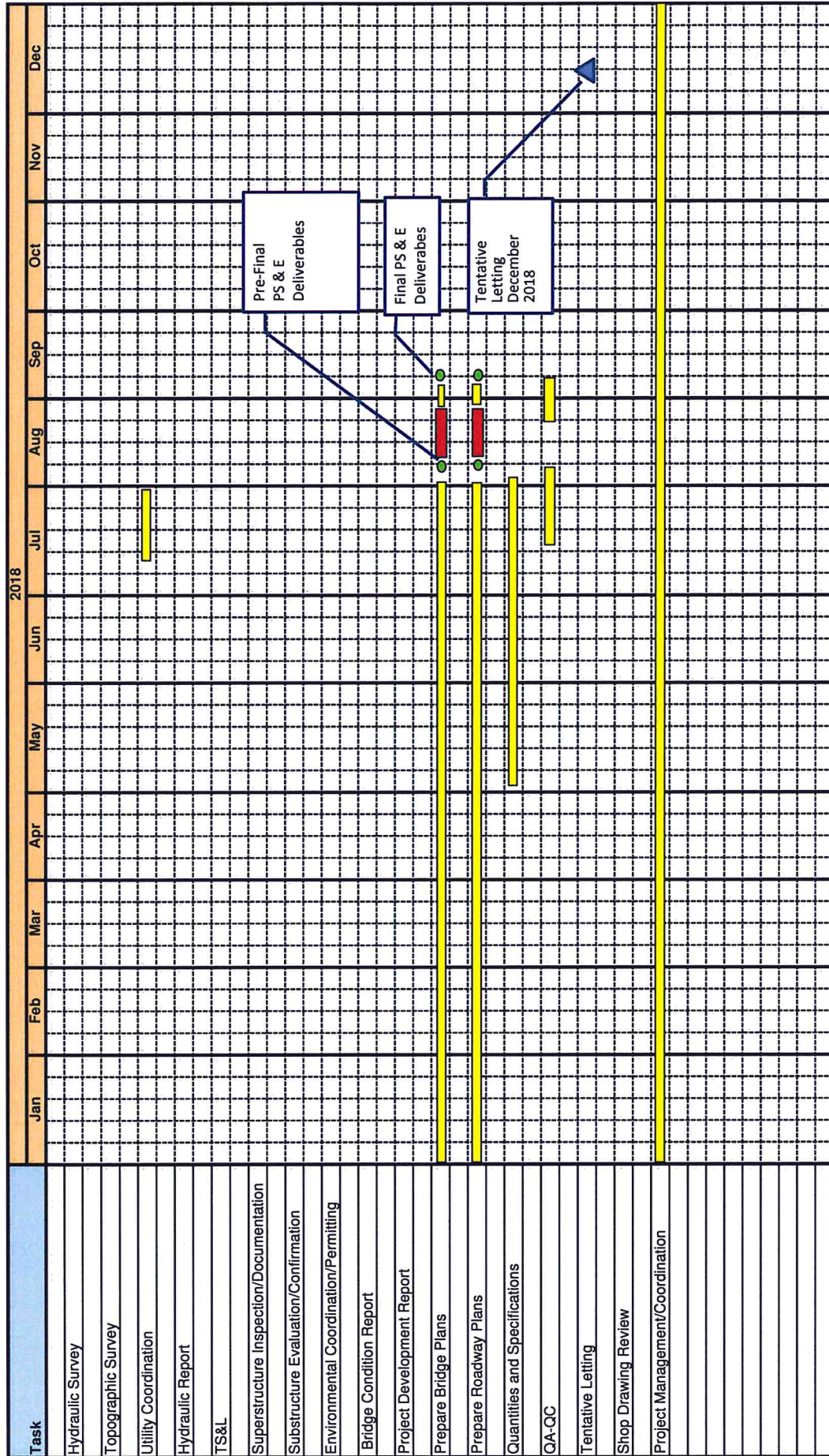


Submittal  
 Agency Review  
 AECOM Design and Agency Interaction

Timelines subject to change pending signature of Contract.



**Exhibit C**  
**City of Decatur, Mound Road/Spring Creek West and Middle Bridges - Macon County**  
**Scheduled Letting Date: December 2018**  
**Project Schedule**



Submittal  
Agency Review  
AECOM Design and Agency Interaction

Note: Shop Drawing Review and Construction Coordination Continues in 2019.

Timelines subject to change pending signature of Contract.



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  
 \_\_\_\_\_  
 Date

Attested \_\_\_\_\_  
 City Clerk  
 \_\_\_\_\_  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2017

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

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

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510-STND-GAUE-17-18      05      2017		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Zurich American Insurance Company INSURER B : N/A INSURER C : Illinois Union Insurance Co INSURER D : INSURER E : INSURER F : NAIC # 16535 N/A 27960	
<b>INSURED</b> AECOM AECOM Technical Services, Inc. 345 East Ash Avenue, Suite B Decatur, IL 62526			

## COVERAGES

CERTIFICATE NUMBER:

LOS-002072871-01

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO 5965891 09	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 5965893 09	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 "CLAIMS MADE"	04/01/2017	04/01/2018	Per Claim/Agg \$1,000,000 Defense Included

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

Re: AECOM Project No: 04104855; Substructure Analysis of West Mound Road/Spring Creek, SN058-3035; Project Location: Decatur, IL

## CERTIFICATE HOLDER

City of Decatur, Illinois  
Attn: Matt Newell, City Engineer  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523-1196

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services  
James L. Vogel

© 1988-2014 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY)

5/19/2017

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).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1392522 AECOM AECOM Technical Services, Inc. URS Corporation 345 E. Ash Ave. Decatur IL 62526	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : *** SEE ATTACHMENT ***</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		
<b>NAIC #</b>		

COVERAGES AECTE01

CERTIFICATE NUMBER: 14704445

REVISION NUMBER: XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPI/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED ACORD 101	1/1/2017	1/1/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Notice of Cancellation applies per attached endorsement. Re: Project No. 04104855, substructure analysis of West Mound Road/Spring Creek, SN058-3035, Decatur, IL.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

14704445

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

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## ACORD 101

<u>Policy #</u>	<u>Issuing Company</u>	<u>State(s) Covered</u>
0910715	The Insurance Company of the State of Pennsylvania - NAIC #19429	OH
014629409	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014629410	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014629404	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014629408	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014629406	American Home Assurance Company - NAIC #19380	CA
014629407	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK, AL, AR, AZ, CO, CT, DC, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY,OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV
014629403	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA - NWP Entity Only
014629405	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN - NWP Entity Only
014629411	The Insurance Company of the State of Pennsylvania - NAIC #19429	TN - project specific policy for CH2M Oak Ridge, LLC
014629412	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV Combat Support Services



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2017

forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to     AECOM  
                  AECOM Technical Services, Inc.  
                  URS Corporation

By \*\*\* SEE ATTACHMENT \*\*\*

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
  - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
  - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58  
(Ed. 04/11)

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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



## Exhibit G

## CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF MACON )

**SECTION I. BUSINESS STATUS STATEMENT**

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

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:  
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

\_\_\_\_\_ Partnership (if a Partnership, complete C)

\_\_\_\_\_ Limited Liability Corporation (if an LLC, complete C)

\_\_\_\_\_ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

**B. CORPORATION**

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>John Schwalbach</u> Name	<u>515 S. Flower Street</u> Company Address, Principal Office
<u>345 E. Ash Ave, Suite B</u> Address	<u>Los Angeles, CA 90071-2201</u> City, State, Zip
<u>Decatur, IL 62526</u> City, State, Zip	<u>213-593-8000</u> Telephone Facsimile
<u>217-875-4800</u> Telephone	<u>www.aecom.com</u> Website

The corporate officers are as follows:

President: \_\_\_\_\_

Vice President: John Schwalbach

Secretary: \_\_\_\_\_

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

John Schwalbach  
Signature

John Schwalbach  
Printed Name

Vice President  
Title

SUBSCRIBED and SWORN to before me this 11 day of May, 2017.

Karen M. Zilz

Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: Substructure Analysis of West Mound Road Bridge		
Consulting Engineer: AECOM Technical Services, Inc.		
Classification	Minimum	Maximum
Principal	70.00	78.00
Project Manager	45.00	72.00
Structural Engineer	34.00	72.00
Senior Engineer	43.00	58.00
Engineer	30.00	45.00
Senior Technician	36.00	43.00
Technician	30.00	38.00
Professional Land Surveyor	27.00	38.00
Construction Inspector	18.00	38.00
Structural Engineer	33.00	57.00
Clerical	18.00	26.00

Municipality City of Decatur	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name AECOM Technical Services
Township				Address 345 E Ash Ave. Suite B
County Macon				City Decatur
Section 17-00706-00-BR				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name West and Center Mound Road Structures, Deck Replacement and Substructure Repair

Route FAU 7359 Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. 058-3035 )  
058-3036

Termini \_\_\_\_\_

Description:  
 Replacement of superstructure with substructure repairs for three-span PPC Deck Beam Bridges and necessary roadway work, submit Hydraulic Report, and perform bridge inspection

### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below: **See attached Scope of Work**
  - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b. ☒ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☒ 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. **Traffic Signal Timing to be set by the City.**
  - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. ☒ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k. ☒ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with paragraph 2 below ~~one of the following methods indicated by a check mark:~~
- a. ☐ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1e, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 172.09 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

Total Cost will not exceed \$339,080.00 without written approval from the LA. See Exhibit A, Attached

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 172.09 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 172.09 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

#### **It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Decatur of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Debra G. Bright  
City Clerk  
(Seal)

City Council  
By Julie Moore Wolfe  
Title Mayor

Executed by the ENGINEER:

AECOM Technical Services

345 E Ash Ave, Suite B

ATTEST:

Decatur, IL 62562

By Arlin C. Williams  
Title Arlin C. Williams, Project Manager

By John Schwalbach  
Title John Schwalbach, Vice President

Approved

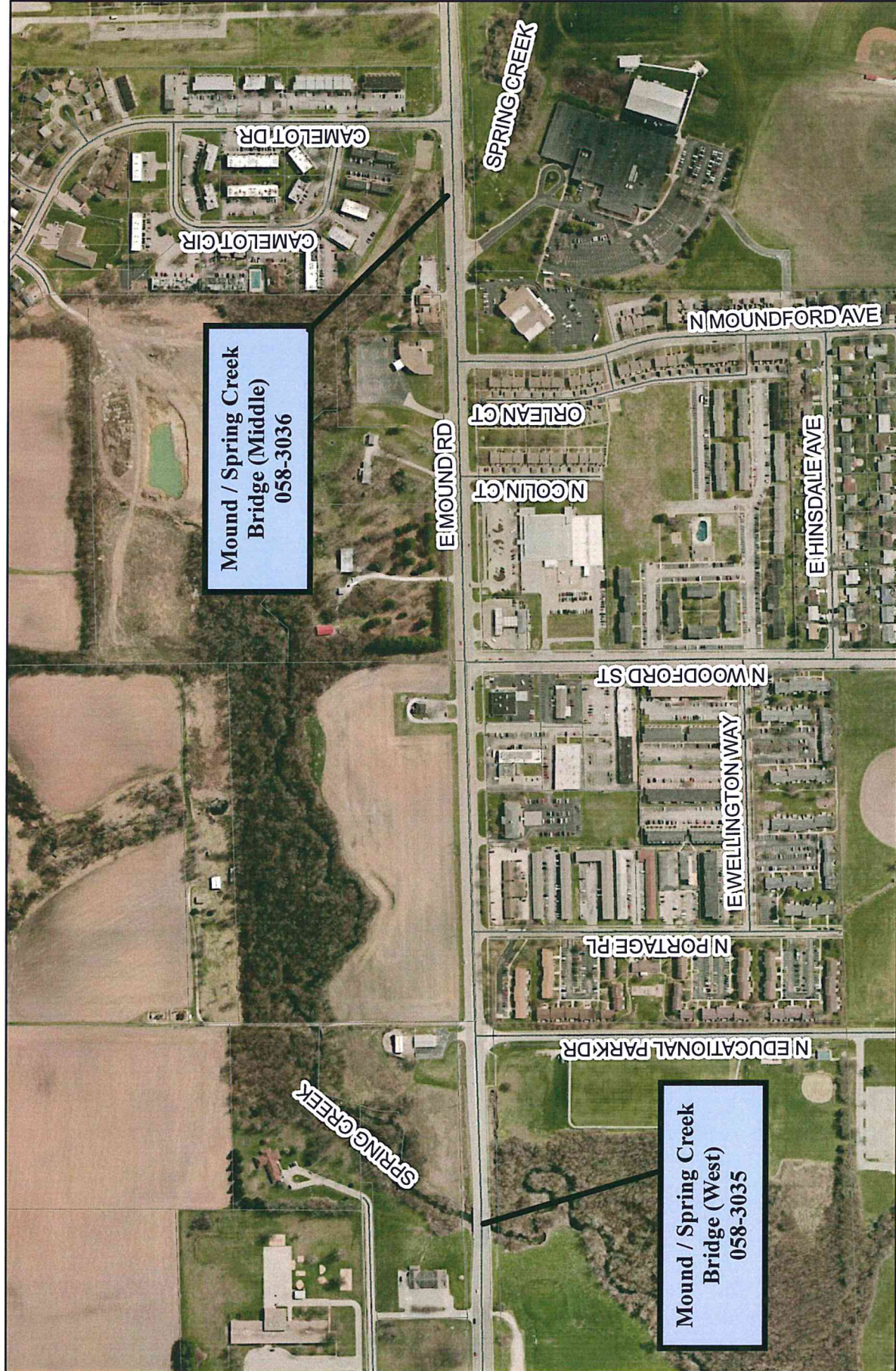
Date

Department of Transportation

Regional Engineer



# MOUND ROAD WEST AND MIDDLE BRIDGES OVER SPRING CREEK



City of Decatur, Illinois  
Public Works Department  
Engineering Division

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS  
TO PAY THE CITY'S PORTION OF ENGINEERING COSTS  
FOR THE MOUND ROAD / SPRING CREEK  
WEST & MIDDLE BRIDGES IMPROVEMENT  
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE  
CITY PROJECT 2017-06**

---

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

Section 1. That there is hereby appropriated the sum of \$339,100.00 of State Motor Fuel Tax funds for the purpose of paying the City's portion of engineering costs for the Mound Road / Spring Creek West & Middle Bridges Improvement project under the applicable provisions of the Illinois Highway Code.

Section 2. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Mound Road / Spring Creek West & Middle Bridges Improvement project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 17-00706-00-BR.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 3rd day of July, 2017.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

DEBRA G. BRIGHT, CITY CLERK



MINUTES OF THE MEETING  
OF THE  
DECATUR PLAN COMMISSION

Thursday, May 4, 2017  
City Council Chamber, Decatur Civic Center

---

The May 4, 2017 meeting of the Decatur City Plan Commission was called to order at 3:02 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Glenn Livingston who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Bruce Jeffery, Kent Newton,  
Susie Peck, Mike Peoples, Terry Smith, Glenn Livingston

Members Absent: Jack Myatt

Staff Present: Suzy Stickle, Joselyn Stewart, Wendy Morthland,  
Troy Hall, Billy Tyus, Tim Dudley, Janet Poland

It was moved and seconded (Smith/Jeffery) to approve the minutes of the April 6, 2017 meeting of the Decatur City Plan Commission. Motion carried unanimously.

New Business

Cal. No. 17-14	Petition of CHAD BRUNER, to rezone property located in the 3900 Block of COUNTY FAIR DRIVE from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.
----------------	---

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

Ms. Stickle presented the recommendation of staff:

The subject site located in the 3900 Block of County Fair Drive is currently zoned R-1 Single Family Residence District and consists of approximately 0.55 acres of undeveloped land.

The subject site is located to the east of the Interstate 72 eastbound on ramp, north of Illinois Route 121.

The petitioner proposes to rezone the subject site to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District and create a larger development site that is zoned properly for the proposed development.

Rezoning the subject site from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District should not create any adverse effects on the adjacent properties or the City as a whole.

The adjacent zoning includes M-1 Intense Commercial/Light Industrial District to the south and west, and R-1 Single Family Residence District to the north and east. The Macon County and Decatur Comprehensive Plan does not show this area with a future land use type. It does address that there

should be encouragement of employment uses adjacent to and near the Macon County Fairgrounds. The subject site is located less than a half of a mile from the Fairgrounds and would therefore be in compliance with the encouragement of employment uses. The permitted uses in the M-1 Intense Commercial/Light Industrial District are compatible with the existing uses in the area.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-14 to the City Council with a recommendation for approval is suggested.

Mr. Chad Bruner, petitioner, was sworn in by Mrs. Poland.

Mr. Bruner stated this is a one-half ( $\frac{1}{2}$ ) acre piece that completes a larger development. The rest of the frontage is M-1 Intense Commercial/Light Industrial District and they would like the one-half ( $\frac{1}{2}$ ) acre piece to be zoned the same to fit the overall development.

There were no questions and no objectors present.

It was moved and seconded (Smith/Peck) to forward Calendar No. 17-14 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 17-15	Petition of GUSSIE REED, to rezone property located at 1210 SOUTH JASPER STREET from R-3 Single Family Residence District to B-1 Neighborhood Shopping District.
----------------	--

Ms. Stickle presented the recommendation of staff:

The subject site located at 1210 South Jasper Street is currently zoned both B-1 Neighborhood Shopping District and R-3 Single Family Residence District and consists of approximately 18,000 square feet. The eastern lot to be rezoned of this site is approximately 6,000 square feet.

The eastern  $\frac{1}{3}$  of this site is zoned R-3 Single Family Residence District with the western  $\frac{2}{3}$  being zoned B-1 Neighborhood Shopping District.

There is a commercial structure, an accessory structure as well as a parking lot to accommodate the commercial structure on the subject site.

The petitioner proposes to rezone the eastern  $\frac{1}{3}$  of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District to allow for all those uses permitted in the B-1 Neighborhood Shopping District and create a consistent zoning district on site.

Rezoning the eastern  $\frac{1}{3}$  of the site from R-3 Single Family Residence District to B-1 Neighborhood Shopping District should not create any adverse effects on the adjacent properties or the City as a whole as a majority of the site is already zoned B-1 Neighborhood Shopping District and the eastern lot has been used for a parking lot and accessory structure for some years.

The adjacent zoning includes B-1 Neighborhood Shopping District to the south and west, and R-3 Single Family Residence District to the north and east. The Macon County and Decatur Comprehensive Plan shows this area as Retail which is consistent with the B-1 Neighborhood

Shopping District. The existing uses to the south and west are compatible with the permitted uses in the B-1 Neighborhood Shopping District.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-15 to the City Council with a recommendation for approval is suggested.

Mr. Kent Newton asked if this site was a separate lot. Ms. Stickle said yes, there are three (3) lots that make up the parcel. Ms. Stickle said she showed the individual lot on the map since the map only show the parcel lines and that lot is the only one not zoned property

Mr. Jeremy Morris, representative, was sworn in by Mrs. Poland.

Mr. Morris stated this piece of property will be for future business use. The zoning needs to be changed in order to fit that need.

There were no objectors present.

It was moved and seconded (Newton/Frantz) to forward Calendar No. 17-15 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 17-06

Petition of BILLY TYUS, ASSISTANT CITY MANAGER, for amendments to the City of Decatur Zoning Ordinance Section XII.B.-B-2 Commercial District-Conditional Uses and Section XXV.F.10.-Signage-Signs in Business and Industrial Districts-Interstate Signs.

Ms. Stickle presented the recommendation of staff:

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play. Specifically amendments to SECTION XII. B-2 Commercial District and SECTION XXV. Signage.

The proposed amendments will add to the list of conditional uses in the B-2 Commercial District and provide for an increase in allowable height and area for interstate signs.

One of the proposed amendments is to allow for animal kennels by a conditional use permit in the B-2 Commercial District. Like animal clinic/hospitals, they are currently a permitted use in the M-1 Intense Commercial/Light Industrial District provided that the outdoor kennels not be located less than 100 feet from a residential district. The proposed amendment is to make animal kennels consistent with the animal clinic/hospital that is permitted in the B-2 Commercial District with a conditional use permit provided that outdoor kennels not be located less than 100 feet from a residential district.

The proposed amendments to the Signage section will allow for interstate signs to increase the maximum area to 900 square feet and increase the maximum height to 170 feet. This would only be for those signs located within 250 feet of the interstate. From a land use perspective, the change

could help to increase commercial and economic development opportunities along the interstate, with increased economic development being a goal of the Decatur community, providing increased visibility for potential shoppers. Also, there are often natural barriers located along interstates, including tall trees and the fact that adjacent developable land is sometimes found at a lower elevation than the interstate which means that taller, sometimes larger signage is needed for it to be effective from certain distances. The current allowances are 60 feet in maximum height and 200 square feet in area.

Staff recommends approval of the amendments as proposed.

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 17-06 to City Council with a recommendation of approval is suggested.

Mr. Bruce Frantz asked if the amendment in regard to the dog kennel would be for a business or an individual person. Ms. Stickle said it would be a business.

There were no objectors present.

It was moved and seconded (Frantz/Peck) to forward Calendar No. 17-06 to the City Council with a recommendation for approval. Motion carried unanimously.

There being no further business, it was moved and seconded (Smith/Peck) to adjourn the meeting. Motion carried unanimously. Chairman Livingston declared the meeting adjourned at 3:13 P.M.

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

Kent Newton, Secretary  
Decatur City Plan Commission

CIVIL SERVICE COMMISSION  
OPEN SESSION  
MINUTES  
April 28, 2017

Pursuant to notice the Civil Service Commission of the City of Decatur met in special session at 11:30 A.M.

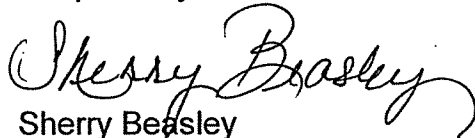
PRESENT: CHAIRMAN Robyn McCoy  
VICE-CHAIRMAN Jerry Taylor  
COMMISSIONER Sheri Hagen  
ADMINISTRATIVE SECRETARY/ACTING SECRETARY Sherry Beasley  
ABSENT: COMMISSIONER Lori Donley  
COMMISSIONER Tony Wilkins  
SECRETARY Penny Frank  
PERSONNEL SPECIALIST Melissa Rowcliff

Commissioner McCoy called for New Business:

Authorization Request to Approve Reinstatement Register for Emergency Communications Specialist, Commissioner Taylor moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners McCoy, Taylor, and Hagen voted aye. Acting Secretary Beasley declared the motion carried.

Commissioner Hagen moved to adjourn the meeting, seconded by Commissioner Taylor, and upon call of the roll, Commissioners Hagen, McCoy, and Taylor voted aye. Acting Secretary Beasley declared the meeting adjourned at 11:43 P.M.

Respectfully Submitted,



Sherry Beasley  
Acting Secretary

CIVIL SERVICE COMMISSION  
OPEN SESSION  
MINUTES  
May 2, 2017

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

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

The Minutes of the April 4, 2017 regular meeting were presented. Commissioner Donley moved that the April 4, 2017 minutes be approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Hagen, Donley, and Taylor voted aye. Secretary Frank declared the motion carried.

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

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

Vice-Chairman Taylor called for Unfinished Business:

Authorization Request to Approve Final Scores and Promotional Register for Library Clerk I, Commissioner Donley moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Hagen, Taylor, and Donley voted aye. Secretary Frank declared the motion carried.



Vice-Chairman Taylor called for New Business:

Personnel Actions

Commissioner Donley moved that the appointments, commendation, promotion, written reprimand, suspension, leave of absence, civil service status, relinquish, and retirement, be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners, Taylor, Donley, and Hagen voted aye. Secretary Frank declared the motion carried.

Vice-Chairman Taylor called for Other Business:

There being no other business, Commissioner Donley moved to adjourn the meeting, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Hagen, Donley, and Taylor voted aye. Secretary Frank declared the meeting adjourned at 12:15 P.M.

Respectfully Submitted,

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

Penny Frank  
Secretary