



Monday, November 15, 2021
5:30 PM
City Council Chambers

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of November 1, 2021 City Council Meeting

V. Unfinished Business

VI. New Business

1. Public Hearing - Private Activity Bond
2. Resolution Approving, for the Purpose of Section 147(f) of the Internal Revenue Code of 1986, the Issuance by the Public Finance Authority of One or More Series of Senior Living Revenue Bonds (QSH/Midwest Project) Not to Exceed \$50,090,000
3. Motion Adopting City Council Policies - Central Park, Transfer House, Memorial Band Shell, and Other Downtown Parks Owned by the City of Decatur
4. Resolution Authorizing Additional Funds for the Repair of 2006 Pierce Ladder Truck by Pierce Manufacturing
5. Resolution Authorizing the Purchase of 1880 North Brush College Road for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR
6. Resolution Authorizing the Transfer of 4147 East Faries Parkway and 4000 East Logan Street for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR
7. Resolution Authorizing the Transfer of 3941 East Faries Parkway for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR

8. Resolution Authorizing a Public Improvements Agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project City Project 2009-33 Section 09-00933-01-BR
9. Resolution Authorizing an Agreement with the State of Illinois for the Improvements to William Street Bridge (IL 105) Street Lighting City Project 2021-02 Section No. 21-00102-00-LT
10. Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement to the William Street Bridge (IL 105) over Lake Decatur by municipality under the Illinois Highway Code
11. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Homer Tree Care, Inc. for the Removal of Trees on Streets and Boulevards
12. Resolution Amending Resolution R2021-187 Concerning Payment Terms for Bodine Electric Change Order #2 attached as Exhibit A
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory Southside Country Club
 - B. Receiving and Filing Final Plat ICAT Subdivision - Property Southeast of the Intersection South US Route 51 and West Grove Road
 - C. Receiving and Filing Final Plat Iroquois Sixth Addition - Property Bounded by West Grove Road to the South, South US Route 51 to the West, West Rotary Way to the North and Red Tail Run Golf Course to the East
 - D. Resolution Approving Reappointments - Zoning Board of Appeals
 - E. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Adjournment

Monthly Reports, October, 2021

ATTACHMENTS:

Description	Type
City Council Minutes of November 1, 2021	Backup Material

CITY COUNCIL MINUTES
Monday, November 1, 2021

On Monday, November 1, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle and Bill Faber. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Patricia Groves, David Burton, Sheila Jackson and Abeer Motan.

With no other Appearance of Citizens, Council responded to citizens' comments.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the October 8, 2021, Goal Setting Session were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

The minutes of the October 18, 2021, Regular City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle.

Councilman Faber made a motion to amend the section of the City Council minutes "Other Business" by listing the individual votes of Council members regarding their position on whether to reconsider recreational cannabis sales at an upcoming meeting, seconded by Councilman Horn.

Upon call of the roll, Council members Dennis Cooper, David Horn and Bill Faber voted aye. Council members Ed Culp, Lisa Gregory, Chuck Kuhle and Mayor Moore Wolfe voted nay. Mayor Moore Wolfe declared the motion failed.

On the original motion, upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Councilman Bill Faber voted nay. Mayor Moore Wolfe declared the motion carried.

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

R2021-197 Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-198 Resolution Authorizing the City Manager or Designee to Purchase Traffic Control Materials or Services for Detoured Traffic During the Improvement of Brush College Road Over Fairies Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-199 Resolution to Appropriate Rebuild Illinois Funds for the Replacement of the Meadowlark Bridge over the Caterpillar Ditch by the Municipality Under the Illinois Highway Code Section No. 20-00002-00-BR City Project 2020-02, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-200 Resolution Authorizing Amendment No. 2 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan City Project 2019-38, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jeff Beckler with Northwater Consulting gave an update on tasks that were accomplished by Northwater Consulting over the past year.

Councilwoman Gregory exited the Council Chambers at 6:34 p.m. and returned at 6:38 p.m.

Mr. Beckler answered questions from Council concerning project costs and spoke about the next phases of the project.

Mr. Keith Alexander, Water Productions Manager, spoke in favor of Northwater Consulting and recommended that Northwater Consulting continue with the project.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-201 Resolution Authorizing the Execution of an Agreement for the Workforce Development Systems Assessment, Strategy and Implementation Project, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Cordaryl “Pat” Patrick, Community and Economic Development Director gave a brief overview of the Resolution and answered questions from Council regarding the scope of work that the consultant will perform.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Councilman Faber exited the Council Chambers at 7:08 p.m.

R2021-202 Resolution Authorizing the Execution of Agreements for Demolition of Four (4) Vacant Buildings with Parkland Environmental Group, Inc. for 1449 N. Church, 239 N. East, 1228 E. Leafland and 1768 E. Main, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Councilman Bill Faber was absent. Mayor Moore Wolfe declared the motion carried.

R2021-203 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Councilman Bill Faber was absent. Mayor Moore Wolfe declared the motion carried.

R2021-204 Resolution Authorizing City Manager to Enter into a Professional Services Agreement with Blank, Wesselink, Cook & Associates, Inc. for Design and Construction Oversight Services for Transit Facilities HVAC Replacement Project, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Councilman Faber returned to the City Council Chambers at 7:12 p.m.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-205 Resolution Authorizing the Expenditure of Funds to Purchase and Expand Data Storage for the Police Department Body Worn Camera Project from Presidio Networked Solutions Group, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-206 Resolution Approving Appointment - Police Pension Fund Board of Trustees, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Council Study Sessions relating to the 2022 proposed budget have been scheduled for November 8th and November 17th. The Public Works Department was thanked for their efforts in helping the Village of Forsyth with their water issues. Discussion ensued over the wall collapse at the building located at Wabash Avenue and Martin Luther King Jr. Dr. and the deteriorating conditions of Wabash Crossing.

With no other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 7:20 p.m. under Open Meetings Act Section 2 (c) (2) collective negotiating matters between the public body and its employees or their representative and Section 2 (c) (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 8:40 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Public Hearing - Private Activity Bond

ATTACHMENTS:

Description	Type
Proof of Publication	Backup Material

*** Proof of Publication ***

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

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

Thompson Hine LLP

312 WALNUT STREET STE 2000
CINCINNATI OH 45202

ORDER NUMBER 119247

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

Section: Legals

Category: 0991 Legal Inside

PUBLISHED ON: 11/06/2021

TOTAL AD COST: 176.66

FILED ON: 11/12/2021

Sallie Gucwa
By _____

11/12/2021
Date _____

**NOTICE OF PUBLIC
HEARING**

Notice is given that the City Council of the City of Decatur, Illinois (the "City Council") will hold a public hearing at 5:30 p.m. on November 15, 2021, in the City Council chambers of the City Council located at Decatur Civic Center, 1 Gary K. Anderson Plaza, Decatur, IL 62523. Among the items to be discussed will be the proposed issuance by the Public Finance Authority (the "Authority"), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, of one or more series of senior living revenue bonds (the "Bonds"). The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to QSH/Midwest, LLC, a Georgia limited liability company (the "Borrower"), the sole member of which is Quality Senior Housing Foundation, Inc., a Georgia nonprofit corporation and an organization described under section 501(c)(3) of the Code, in order to (a) finance the acquisition by the Borrower of four senior living facilities located at (i) 1415 W. Mound Road, Decatur, IL 62526 and 1455 W. Mound Road, Decatur, IL 62526 (known as "Randall Residence of Decatur"), consisting of 50 rental independent living units at 1455 W. Mound Road and 40 rental assisted living units and 15 rental memory care units at 1415 W. Mound Road, (ii) 300 White Oak Road, Lawton, MI 49065 (known as "White Oaks"), consisting of 35 rental assisted living units and 33 rental memory care units, (iii) 8506 Hendricks Road, Mentor, OH 44060 (known as "Governor's Pointe"), consisting of 34 rental assisted living units, and (iv) 8460 Westport Drive, Mentor, OH 44060 (known as "Governor's Port"), consisting of a total of 50 rental independent living units (collectively, the "Communities") by purchase of 100% of the membership interests of each of Keystone ALF JV, LLC, RR Decatur Holdings, LLC, Randall Residence of Decatur, LLC, Governor's Pointe, LLC, Governor's Port, LLC, White Oaks Holding, LLC, and White Oaks Retirement Residence, Inc., or its affiliate, which are the owners and/or operators of the Communities (the "Project"), (b) funding one or more debt service reserve funds with respect to one or more Series of the Bonds, and (c) pay issuance costs of the Bonds (collectively, the "2021 Bond Project").

The Bonds are anticipated to be issued in one or more series in an aggregate principal amount not to exceed \$50,090,000, anticipated to be allocated as follows: (i) \$19,200,000 for costs of the Project associated with Randall Residence of Decatur, (ii) \$7,090,000 for costs of the Project associated with Governor's Pointe, (iii) \$9,300,000 for costs of the Project associated with Governor's Port and (iv) \$14,500,000 for costs of the Project associated with White Oaks. The Bonds will be special limited obligations of the Authority payable solely

*** Proof of Publication ***

the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the bond indenture for the Bonds.

All interested parties are invited to attend and express any opinions they have regarding this Project, the 2021 Bond Project and the Bonds. Anyone desiring to make written comments may forward them to the City Clerk at the City administration office address located at Decatur Civic Center, 1 Gary K. Anderson Plaza, Decatur, IL 62523. Those written comments must be clearly marked "Re: Proposed Senior Living Revenue Bonds (QSF/Midwest, LLC Project)" and received at or before the time of the hearing set forth above. This Notice is given in accordance with Section 147(f) of the Code.

119247

SUBJECT: Resolution Approving, for the Purpose of Section 147(f) of the Internal Revenue Code of 1986, the Issuance by the Public Finance Authority of One or More Series of Senior Living Revenue Bonds (QSH/Midwest Project) Not to Exceed \$50,090,000.

SUMMARY RECOMMENDATION: Conduct the required public hearing and approve an ordinance facilitating improvements for 1415 West Mound Road in Decatur.

ATTACHMENTS:

Description	Type
City Council Memorandum	Cover Memo
Resolution Approving, for the Purpose of Section 147(f) of the Internal Revenue Code of 1986, the Issuance by the Public Finance Authority of One or More Series of Senior Living Revenue Bonds (QSH/Midwest Project) Not to Exceed \$50,090,000	Resolution Letter

CITY COUNCIL MEMORANDUM

November 10, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Approving, for the Purpose of Section 147(f) of the Internal Revenue Code of 1986, the Issuance by the Public Finance Authority of One or More Series of Senior Living Revenue Bonds (QSH/Midwest Project) Not to Exceed \$50,090,000.

RECOMMENDATION: Staff recommends approval of the Issuance by the Public Finance Authority of One or More Series of Senior Living Revenue Bonds (QSH/Midwest Project) Not to Exceed \$50,090,000.

BACKGROUND:

Several existing Randall Residence communities, including facilities located in Decatur, Illinois, are to be acquired by a not-for-profit company, QSH/Midwest, LLC. QSH/Midwest LLC was formed for the purpose of acquiring the Communities. The mission of QSH/Midwest LLC is furthering the not-for-profit's objective of owning residential facilities designed to meet the housing, health, personal needs and financial security needs of the elderly and other special populations.

Quality Senior Housing Foundation, Inc., a 501(c)(3) corporation, is the sole member of QSH/Midwest LLC. Stan Brading and Mack Leath serve as board members of other nonprofit corporations that have acquired or constructed facilities for elderly or low income residents beginning in 1999. Randall Residence, current manager of the community, will remain manager after the acquisition.

QSH/Midwest LLC has requested the assistance of the Public Finance Authority of Wisconsin ("PFA") in the issuance of Federally tax-exempt bonds to provide the necessary funding for the acquisition, including the costs of financing and related issuance costs. PFA is a political subdivision of the State of Wisconsin. Tax-exempt bonds are permitted to be issued to finance acquisitions by 501(c)(3) entities to further their purposes.

Federal tax law requires that the type of bonds being issued by the PFA first receive local jurisdiction approval, following a publicly-noticed tax-exempt bond hearing. Each local jurisdiction (Mentor, Lawton and Decatur) will need to conduct a "TEFRA" hearing, which simply allows members of the public to comment on the proposed bond financing, after public notice has been published at least 7 days prior to the hearing. The purpose of the TEFRA hearing is to determine whether there is any local objection or concerns to the proposed financing. Following the hearing, the

City Council will vote whether or not to consent to the PFA's issuance of tax exempt bonds to finance the proposed project.

The City of Decatur is in no way requested to contribute funds to the bond financing or otherwise assist in the bond financing project, other than conducting the hearing and providing the local approval.

The PFA must wait until all local jurisdictions have conducted the TEFRA hearing and voted on whether to approve of the project. The current schedule anticipates that all local jurisdictions will complete their hearings and local approvals during the month of November. PFA would then proceed with its own approval, as required by Federal tax law, once the local jurisdictions have voted.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Wendy Morthland, Assistant Corporation Counsel, at 424-2807.

RESOLUTION NO. _____

**RESOLUTION APPROVING, FOR THE PURPOSE OF SECTION 147(f) OF THE
INTERNAL REVENUE CODE OF 1986, THE ISSUANCE BY THE PUBLIC FINANCE
AUTHORITY OF ONE OR MORE SERIES OF SENIOR LIVING REVENUE BONDS
(QSH/MIDWEST PROJECT) NOT TO EXCEED \$50,090,000**

WHEREAS, the Public Finance Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, has proposed to issue one or more series of senior living revenue bonds (the “Bonds”); and

WHEREAS, the Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to QSH/Midwest, LLC, a Georgia limited liability company (the “Borrower”), the sole member of which is Quality Senior Housing Foundation, Inc., a Georgia nonprofit corporation and an organization described under section 501(c)(3) of the Code, in order to (a) finance the acquisition by the Borrower of four senior living facilities located at (i) 1415 W. Mound Road, Decatur, IL 62526 and 1455 W. Mound Road, Decatur, IL 62526 (known as “Randall Residence of Decatur”), consisting of 50 rental independent living units at 1455 W. Mound Road and 40 rental assisted living units and 15 rental memory care units at 1415 W. Mound Road, (ii) 300 White Oak Road, Lawton, MI 49065 (known as “White Oaks”), consisting of 35 rental assisted living units and 33 rental memory care units, (iii) 8506 Hendricks Road, Mentor, OH 44060 (known as “Governor’s Pointe”), consisting of 34 rental assisted living units, and (iv) 8460 Westport Drive, Mentor, OH 44060 (known as “Governor’s Port”), consisting of a total of 50 rental independent living units (collectively, the “Communities”) by purchase of 100% of the membership interests of each of Keystone ALF JV, LLC, RR Decatur Holdings, LLC, Randall Residence of Decatur, LLC, Governor’s Pointe, LLC, Governor’s Port, LLC, White Oaks Holding, LLC, and White Oaks Retirement Residence, Inc., or its affiliate, which are the owners and/or operators of the Communities (the “Project”), (b) funding one or more debt service reserve funds with respect to one or more Series of the Bonds, and (c) pay issuance costs of the Bonds (collectively, the “2021 Bond Project”); and

WHEREAS, the Bonds are anticipated to be issued in one or more series in an aggregate principal amount not to exceed \$50,090,000, anticipated to be allocated as follows: (i) \$19,200,000 for costs of the Project associated with Randall Residence of Decatur, (ii) \$7,090,000 for costs of the Project associated with Governor’s Pointe, (iii) \$9,300,000 for costs of the Project associated with Governor’s Port and (iv) \$14,500,000 for costs of the Project associated with White Oaks. The Bonds will be special limited obligations of the Issuer payable solely from the loan repayments to be made by the Borrower to the Issuer, and certain funds and accounts established by the bond indenture for the Bonds; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Public Finance Authority must be approved by the governing body

or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is to be located; and

WHEREAS, the Borrower has requested that the City Council of the City of Decatur, Illinois approve the financing of the Project and the issuance of the Bonds in order to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), and Section 66.0304(11)(a) of the Wisconsin Statutes; and

WHEREAS, a public hearing has been held concerning the issuance of the Bonds (the “TEFRA Hearing”) following reasonable public notice, all in accordance with Section 147(f) of the Code; and

WHEREAS, Section 147(f) of Code requires, as a prerequisite to the issuance of the Bonds, that this Council approve the issuance of the Bonds as the “applicable elected representative” of the local jurisdiction under, and solely for the purpose of satisfying, the requirements of Section 147(f) of the Code;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur, Illinois (the “City”), that:

Section 1. Public Approval. This Council, as the “applicable elected representative” with respect to the Issuer for purposes of Section 147(f) of the Code, hereby approves the issuance of the Bonds in an aggregate principal amount not to exceed \$50,090,000, for purposes of assisting the Borrower in financing the costs of the Project (including the costs of issuance of the Bonds), as more particularly described in the published notice of the TEFRA Hearing, a copy of which has been submitted to this Council. It is the purpose and intent of this Council that this Resolution constitute approval of the issuance of the Bonds by the Project Jurisdiction, which is one of the governmental units having jurisdiction over the area in which the Project is located, in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement. The foregoing approval is given in accordance with and solely to satisfy the requirements of Section 147(f) of the Code and does not obligate the City in any way with respect to the Bonds or the Project.

Section 2. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. Effective Date. This Resolution will take effect and be in force immediately upon its adoption.

_____ moved the Resolution and _____
seconded the Resolution, and the roll being called upon the question of its adoption, the vote
resulted as follows:

AYES:

NAYS:

PRESENTED and ADOPTED this 15th day of November, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

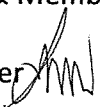
SUBJECT: Motion Adopting City Council Policies - Central Park, Transfer House, Memorial Band Shell, and Other Downtown Parks Owned by the City of Decatur.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
City Council Policies, Central Business District Parks Use	Backup Material

November 12, 2021

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

FROM: Scot Wrighton, City Manager 

RE: Management of Central Park, Transfer House & Downtown Green Spaces

The Decatur Convention & Visitor's Bureau (CVB) has taken the lead on a major remodeling of the interior of the Transfer House, and has secured significant donations to defray material costs, and has arranged volunteer labor from the Trades & Labor Council. City Council members will receive an invitation to attend an unveiling of the remodeling, currently scheduled for Saturday, November 27. The remodeled Transfer House will make it possible for this city brand identifier and icon to be better used to support planned events, celebrations, festivals and other activities in Central Park and in the central business district. Ms. Teri Hammel, CVB executive director, has been instrumental in making this project successful.

Presented for consideration is a proposed City Council Policy establishing that the city manager can outsource to a local organization (in this case the CVB) the responsibility for managing who can use the Transfer House and other downtown parks and open spaces. The City Council has expressed a desire to see more activities downtown, especially following the end of Decatur Celebration. Both the CVB and the Decatur Arts Council have agreed to take the lead in bringing more activities and organized events downtown (mostly to Central Park) in 2022. This policy change will provide greater flexibility and smoother turn-around time in processing approvals for organized events at Central Park and elsewhere downtown.

If this policy is approved, the city manager's office will issue administrative policies concerning how organizations and individuals can reserve the Transfer House, the fees for use, insurance requirements, vendor requirements, security requirements, etc. The city will retain control over temporary liquor license issuance, street closures and use of police for security, but will work closely with the CVB as they manage the use of the city's downtown open spaces and the Transfer House for community events and celebrations.

Section D (8) Central Business District Parks Use

The use by non-City groups of City-owned parks and open spaces in the Central Business District shall be determined through the use of Administrative Policies and Procedures of the City Manager. The City Manager, in his discretion and in accordance with City ordinances, resolutions and City Council policies, shall be authorized to contract out responsibility for the management of the Transfer House and use of parks located in the Central Business District to the Decatur Area Convention & Visitor's Bureau and other non-profit partner organizations, who shall enforce applicable Administrative Policies and Procedures.

Fire Department

DATE: 11/5/2021

MEMO: 2021-14

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief

SUBJECT: Resolution adding additional funds for the repair of 2006 Pierce ladder truck by Pierce Manufacturing

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the attached Resolution authorizing the Mayor and City Clerk to enter into an agreement with Pierce Manufacturing for the repair of the ladder truck not to exceed \$53,000.00.

BACKGROUND: The ladder truck is a 2006 Pierce Dash that has been out-of-service since September 2019. In February of 2020, the council approved a resolution for the repair of the frame rails, torque box and aerial ladder. The truck's repair was delayed because of COVID shutdowns and did not go to Pierce for repair until April 2020. The truck was dismantled at the repair facility and additional extensive corrosion was discovered. The additional repairs need to be made so that the truck will pass certification testing. Once repaired, the truck will be used as the reserve ladder truck for 5-7 additional years.

PRIOR COUNCIL ACTION: February 2020, the council approved the initial repairs.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Jeff Abbott, Fire Chief; Chris Bergschneider, Fleet Maintenance Supervisor; Jim Ohl, Deputy Fire Chief

BUDGET/TIME IMPLICATIONS:

The repair for the original corrosion issue is underway. This additional work should be completed

within 1-2 months.

This repair was not included in the 2021 budget because the final cost was not known at the time the budget was completed. The funds for repair are available in the Fund 61, Fire Capital, and they will be reconciled later in the year with council’s budget authorization.

ATTACHMENTS:

Description	Type
RESOLUTION AUTHORIZING ADDITIONAL FUNDS FOR THE REPAIR OF 2006 PIERCE LADDER TRUCK BY PIERCE MANUFACTURING	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ADDITIONAL FUNDS FOR THE REPAIR OF 2006
PIERCE LADDER TRUCK BY PIERCE MANUFACTURING**

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

Section 1. That the Purchasing Supervisor be, and is hereby, authorized and directed to add additional funds to the purchase order between the City of Decatur, Illinois, and Pierce Manufacturing, not to exceed \$53,000.00.

PRESENTED AND ADOPTED this 15th day of November 2021.

Julie Moore Wolfe, MAYOR

ATTEST:

CITY CLERK



Midwest Regional Refurbishment Center

816 Commercial Avenue
Weyauwega, WI 54983
Phone 920-867-2142
Fax 920-867-2624

Date 10/20/2021

To:
Decatur Fire Dept

From: Bill Young

Subject: Incoming Inspections

Chief,

During the sandblasting process to repair the corrosion on the stabilizers, the corrosion was so severe in some areas of the vertical stabilizer jack tubes and the horizontal stabilizer beam weldments that there are now holes in the tubes rendering them condemned. They will have to be replaced for this aerial to be put back in service. Decatur Fire Dept. Pierce aerial unit #17793TR, F7391

The list includes items that are not already included in the original scope of work.

I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

*The aerial items will need to be repaired to achieve a 3rd party UL aerial certification.

Item	Description	Price	Yes / No
1*	Two inner vertical aerial stabilizer jack tubes are heavily corroded with total material loss in spots. – Replace both vertical jack tubes.	\$1,920	YES
2*	Two stabilizer beam weldments are heavily corroded with total loss in spots. – Replace both Beam weldments.	\$7,230	YES

Customer’s Approval Signature: _____

Date: _____

Thank you,
Bill Young
Pierce Refurbishment Center
byoung@piercemfg.com
920-867-2142 ext.38683



Midwest Regional Refurbishment Center

816 Commercial Avenue
Weyauwega, WI 54983
Phone 920-867-2142
Fax 920-867-2624

Date 10-13-21

To:
Decatur Fire Dept

From: Bill Young

Subject: Incoming Inspections

Chief,

The following is a list of defects identified during our teardown of the Decatur Fire Dept. Pierce aerial unit #17793TR, F7391.

The list includes items that are not already included in the original scope of work.

I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

***The aerial items marked with a red asterisk will need to be repaired to achieve a 3rd party UL aerial certification.**

Item	Description	Price	Yes / No
1	The stainless bumper was shipped back to Decatur to be used on their other truck. This is the cost to replace it and install on this truck.	\$2,663	NO
2	Repair engine oil leaks – split engine and transmission, replace head gasket, bell housing to block (rear main seal), replace oil pan gasket, reseal air compressor, reseal turbo drain, reseal pto's, reseal dip stick, test engine.	\$11,842	YES

3*	Replace ladder plastic sheaves – out of tolerance and bushing worn.	\$1,780	YES
4*	Replace turntable rotation swing bearing – seals missing – seals no longer available	\$2,072	YES
5*	Replace worn and damaged ext/ret cables for aerial	\$1,604	YES
6*	Replace damaged turntable console shell	\$1,694	YES
7*	Replace aerial monitor control box shell at the tip of ladder. – Cover screws are broke off and unable to remove them.	\$542	YES
8*	Replace heavily corroded tubes on turntable walkway deck frame.	\$830	YES
9	Aerial monitor paint is faded. – Red	\$717	NO
10*	Repaint aerial ladder egress - #444 Orange	\$794	YES
11	Rear Bumper weldment heavily corroded – Replace	\$861	YES
12	Rear 4way bumper cover is heavily corroded - Replace	\$434	YES
13	Rear body wall substructure is heavily corroded – Replace with new.	\$1,524	YES
14	Back up alarm heavily corroded – Replace with new	\$163	YES
15*	Both outrigger alarm studs are broke off – Replace with new.	\$256	YES
16	DS rear mud flap is cut – Replace with new.	\$111	NO
17*	Aerial diverter valve cartridge is damaged and override knob is broken. – Replace Knob, Cartridge, Coil, and boot.	\$526	YES
18*	Outrigger stowed, extended, and planted prox switches are damaged – Replace all 6 prox switches with new.	\$1,113	YES
19	Rear 120V A/C junction box damaged – Replace with new	\$209	YES
20	Fuel tank straps are damaged – Replace with new.	\$358	YES
21	DS Slide out step platform heavily corroded and works hard – Replace assembly	\$1,702	NO
22*	Outrigger beam slide pads and jack guide pads are missing – Replace all outrigger guide and slide pads	\$419	YES
23	There is a coolant overflow tank mounted to the frame rails that is not OEM. It is not connected to anything and is damaged. Remove or leave as is?	\$0	NO
24	Insulation on air-conditioning lines is damaged. – Replace insulation on existing lines as needed.	\$205	NO
25	Air Compressor braided hose is damaged. - Replace	\$225	YES

26	Rear brake dust covers are missing – Replace dust covers	\$314	NO
27	Rear brake chambers are heavily corroded and rusted through. – Replace rear brake chambers.	\$664	YES
28	Front shocks are worn, bushings are broke. – Replace both front shocks.	\$935	NO
29	Both TAK 4 front suspension torsion bars are bent and wrap tape is missing. – Replace damaged torsion bars with new rhino coated bars.	\$7,379	NO
30	Engine remote oil filter hoses are leaking – Replace 4 hoses with new.	\$567	YES
31	Cab lift cylinder s and mounts are damaged – Replace two cylinders and mounts.	\$1,648	NO
32	Charge air cooler silicone boots are worn. – Replace two boots.	\$309	NO
33*	Extensive corrosion on both sides of the torque box open base in addition to previously identified bottom plate. – Cut off and replace both sides 45 deg brace tubes to outrigger beam tubes. Reinforce corroded vertical tubes and horizontal tubes identified by engineering with engineered plates. See option 33 - replace entire torque box assembly.	\$15,335 Repair	YES
34*	Replace torque box with new matching original design. If this option is chosen, a credit of \$15,609 will be given for the previous bottom plate repair option.	\$52,034 Replace	NO

Customer's Approval Signature: _____

Date: _____

Thank you,
Bill Young
Pierce Refurbishment Center
byoung@piercemfg.com
920-867-2142 ext.38683

SUBJECT: Resolution Authorizing the Purchase of 1880 North Brush College Road for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Authorizing the Purchase of 1880 North Brush College Road for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR	Resolution Letter

**CITY COUNCIL MEMORANDUM
NO. 2021-**

November 10, 2021

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: Resolution Authorizing the Purchase of 1880 North Brush College Road for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks
City Project 2009-33
Section 09-00933-01-BR

RECOMMENDATION: It is recommended that City Council approve the Resolution authorizing the Mayor, City Manager, or an authorized designee to execute the documents related to the purchase of 1880 North Brush College Road for \$242,000 of State Motor Fuel Tax funds to provide right of way for the improvement of Brush College over Faries Parkway and Norfolk Southern Railroad tracks. These funds will be reimbursed at 100% by a State of Illinois Jobs Now! grant.

BACKGROUND: On August 7, 2017, the City entered into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project using Illinois Jobs Now! funds provided by the State of Illinois. On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College/Faries Parkway Grade Separation Project. On July 6, 2020, City Council authorized legal proceedings for condemnation for the property located at 1880 North Brush College Road and a Complaint for Condemnation was filed in Circuit Court. On April 5, 2021, City Council approved quick take authority to acquire said property and on August 27, 2021, the Governor signed Public Act 102-0624 authorizing quick-take proceedings. On August 30, 2021, a Motion for Immediate Vesting of Title was filed in the pending Circuit Court case. After negotiations, an agreement was made with the owner and tenant to sell the property to the City for \$242,000. As part of the process, the City will be required to assist in the relocation of the owner and tenant of the property but those costs will not be known until the relocation is completed.

POTENTIAL OBJECTIONS: There are no known objectors.

INPUT FROM OTHER SOURCES: Crawford, Murphy, & Tilly, Inc.

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

BUDGET/TIME IMPLICATIONS: The resolution authorizes the expenditure of \$242,000 in State Motor Fuel Tax funds. These funds will be reimbursed at 100% by a State of Illinois Jobs Now! grant.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF 1880 NORTH BRUSH
COLLEGE ROAD FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD
OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD
TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Mayor, City Manager, or their authorized designee, are authorized to execute the documents relating and necessary to acquire the following described property:

Lot 8 of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois also known as 1880 North Brush College Road. (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). Situated in Macon County, Illinois.

Commonly known as, 1880 North Brush College Road for highway purposes, specifically the Warranty Deed, Receipt of Conveyance Documents and Disbursement Statement, and PTAX Illinois Real Estate Transfer Declaration.

Section 2. That there is hereby authorized the expenditure of \$242,000.00 of State Motor Fuel Tax funds for the purpose of purchasing said property with an expected 100% reimbursement from the State of Illinois through an Illinois Jobs Now! grant.

PRESENTED and ADOPTED this 15th day of November, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing the Transfer of 4147 East Faries Parkway and 4000 East Logan Street for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

**CITY COUNCIL MEMORANDUM
NO. 2021-**

November 10, 2021

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: RESOLUTION AUTHORIZING THE TRANSFER OF 4147 EAST FARIES
PARKWAY AND 4000 EAST LOGAN STREET FOR THE IMPROVEMENT
OF BRUSH COLLEGE ROAD OVER FARIES PARKWAY AND THE
NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR

RECOMMENDATION: It is recommended that City Council approve the Resolution authorizing the Mayor, City Manager, or an authorized designee to execute the documents related to the purchase of 4147 East Faries Parkway and 4000 East Logan Street for \$433,693 of State Motor Fuel Tax funds to provide right of way for the improvement of Brush College over Faries Parkway and Norfolk Southern Railroad tracks.

BACKGROUND: On August 7, 2017, the City entered into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project using Illinois Jobs Now! funds provided by the State of Illinois. On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College/Faries Parkway Grade Separation Project. On April 5, 2021, City Council approved quick take authority to acquire said property and on August 27, 2021, the Governor signed Public Act 102-0624 authorizing quick-take proceedings. On August 30, 2021, a Motion for Immediate Vesting of Title was filed in the pending Circuit Court case. After negotiations, an agreement was made with the owner, in exchange for transferring title to the property to the City, the City would deposit \$433,693 in escrow with the Macon County Treasurer until final just compensation is determined. As part of the process, the City will be required to assist in the relocation of the owner of the property but those costs will not be known until the relocation is completed and the pending Circuit Court case is completed.

POTENTIAL OBJECTIONS: There are no known objectors.

INPUT FROM OTHER SOURCES: Crawford, Murphy, & Tilly, Inc.

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

BUDGET/TIME IMPLICATIONS: The resolution authorizes the expenditure of \$433,693 in State Motor Fuel Tax funds.

PRESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE TRANSFER OF 4147 EAST FARIES
PARKWAY AND 4000 EAST LOGAN STREET FOR THE IMPROVEMENT OF
BRUSH COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK
SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Mayor, City Manager, or their authorized designee, are authorized to execute the documents relating and necessary to acquire the following described property:

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 7.33 feet to the intersection of the west line of the East 108.9 feet of said Lot One (1) with the north line of said Lot One (1) and the Point of Beginning; thence North 87 degrees 53 minutes 06 seconds East 108.90 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the northeast corner of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 389.96 feet, along the east line of said Lot One (1), to the southeast corner of said Lot One (1); thence South 87 degrees 53 minutes 21 seconds West 108.90 feet, along the south line of said Lot One (1), also being the existing north right of way line of East Logan Street per said Book 335, Page 591, to the southwest corner of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 34.92 feet along the west line of the East 108.9 feet of said Lot One (1); thence North 42 degrees 59 minutes 54 seconds East 85.21 feet; thence North 02 degrees 28 minutes 18 seconds East 182.00 feet; thence North 33 degrees 26 minutes 49 seconds West 88.33 feet; thence South 83 degrees 08 minutes 31 seconds West 18.43 feet to the west line of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 39.38 feet, along said west line, to the Point of Beginning. Said parcel contains 0.600 acres, more or less.

And a temporary construction easement to the real estate legally described as follows:

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East 108.9 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 46.71 feet along said northerly extension and said west line; thence North 83 degrees 08 minutes 31 seconds East 18.43 feet; thence South 33 degrees 26 minutes 49 seconds East 12.23 feet to the Point of Beginning; thence continue South 33 degrees 26 minutes 49 seconds East 41.57 feet; thence North 89 degrees 34 minutes 37 seconds West 23.33 feet; thence North 0 degrees 41 minutes 26 seconds East 34.52 feet to the Point of Beginning. Said parcel contains 0.009 acres (403 square feet), more or less. Situated in Macon County, Illinois.

For highway purposes, specifically the Warranty Deed, Receipt of Conveyance Documents and Disbursement Statement, and PTAX Illinois Real Estate Transfer Declaration.

Section 2. That there is hereby authorized the expenditure of \$433,693.00 of State Motor Fuel Tax funds for the purpose of depositing said amount in escrow with the Macon County Treasurer until final just compensation is determined for said property.

PRESENTED and ADOPTED this 15th day of November, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing the Transfer of 3941 East Faries Parkway for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

**CITY COUNCIL MEMORANDUM
NO. 2021-**

November 10, 2021

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: RESOLUTION AUTHORIZING THE TRANSFER OF 3941 EAST FARIES
PARKWAY FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD
OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD
TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR

RECOMMENDATION: It is recommended that City Council approve the Resolution authorizing the Mayor, City Manager, or an authorized designee to execute the documents related to the acquisition of 3941 East Faries Parkway for \$650,538 of State Motor Fuel Tax funds to provide right of way for the improvement of Brush College over Faries Parkway and Norfolk Southern Railroad tracks.

BACKGROUND: On August 7, 2017, the City entered into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project using Illinois Jobs Now! funds provided by the State of Illinois. On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College/Faries Parkway Grade Separation Project. On April 5, 2021, City Council approved quick take authority to acquire said property and on August 27, 2021, the Governor signed Public Act 102-0624 authorizing quick-take proceedings. On August 30, 2021, a Motion for Immediate Vesting of Title was filed in the pending Circuit Court case. After negotiations, an agreement was made with the owner, in exchange for transferring title to the property to the City, the City would deposit \$650,538 in escrow with the Macon County Treasurer until final just compensation is determined. As part of the process, the City will be required to assist in the relocation of the owner of the property but those costs will not be known until the relocation is completed and the pending Circuit Court case is completed.

POTENTIAL OBJECTIONS: There are no known objectors.

INPUT FROM OTHER SOURCES: Crawford, Murphy, & Tilly, Inc.

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

BUDGET/TIME IMPLICATIONS: The resolution authorizes the expenditure of \$650,538 in State Motor Fuel Tax funds.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE TRANSFER OF 3941 EAST FARIES
PARKWAY FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD OVER
FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Mayor, City Manager, or their authorized designee, are authorized to execute the documents relating and necessary to acquire the following described property:

A part of the East one half of the West 446.77 feet of the East 1003.67 feet of Lot One (1) and a part of the West 224 feet of the East 556.9 feet of Lot One (1) all of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 36.17 feet to the intersection of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with the existing south right of way line of East Faries Parkway per Book 2515, Page 103 of the records aforesaid and the Point of Beginning; thence North 81 degrees 39 minutes 51 seconds East 16.50 feet along said existing right of way line; thence North 84 degrees 23 minutes 14 seconds East 207.86 feet, along said existing right of way line, to intersection of the north line of said Lot One (1) with the west line of the East 556.9 feet of said Lot One (1); thence North 87 degrees 53 minutes 06 seconds East 224.00 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the east line of the West 224 feet of the East 556.9 feet of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 58.03 feet along said east line; thence South 83 degrees 08 minutes 31 seconds West 145.41 feet; thence South 86 degrees 40 minutes 37 seconds West 208.00 feet; thence South 58 degrees 45 minutes 06 seconds West 110.93 feet to the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 114.00 feet, along said west line, to the Point of Beginning. Said parcel contains 0.743 acres, more or less.

And a temporary construction easement to the real estate legally described as follows:

A part of the West 224 feet of the East 556.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 150.17 feet along said northerly extension and said west line; thence North 58 degrees 45 minutes 06 seconds East 110.93 feet; thence North 86 degrees 40 minutes 37 seconds East 208.00 feet to the Point of Beginning; thence North 83 degrees 08 minutes 31 seconds East 91.78 feet; thence South 2 degrees 02 minutes 57 seconds East 5.66 feet; thence South 86 degrees 40 minutes 37 seconds West 91.48 feet to the Point of Beginning. Said parcel contains 0.006 acres (259 square feet), more or less. Situated in Macon County, Illinois.

For highway purposes, specifically the Warranty Deed, Receipt of Conveyance Documents and Disbursement Statement, and PTAX Illinois Real Estate Transfer Declaration.

Section 2. That there is hereby authorized the expenditure of \$650,538.00 of State Motor Fuel Tax funds for the purpose of depositing said amount in escrow with the Macon County Treasurer until final just compensation is determined for said property.

PRESENTED and ADOPTED this 15th day of November, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Public Works

DATE: 11/8/2021

MEMO: 2021-88

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Public Improvements Agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project City Project 2009-33 Section 09-00933-01-BR.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to a Public Improvements Agreement with the Norfolk Southern Railway Company to construct a grade separation bridge on Brush College Road over the Norfolk Southern tracks at Faries Parkway for a cost of \$600,506.00. It is expected that the City will be reimbursed with \$480,405 (80%) in Grade Crossing Protection funds.

BACKGROUND:

The City is currently working toward having the Illinois Department of Transportation put this project out for bid in December with a planned bid opening on January 21, 2022. The foundation of the project is a \$45.6 million Local Public Agency Agreement between the State of Illinois and the City of Decatur which establishes funding for the project and will allow bids to be received and construction to begin. This agreement is still being reviewed by IDOT and is anticipated for Council during a special session on November 29.

The City has successfully negotiated a Public Improvements Agreement with the Norfolk Southern which is included in the Council action attached to this memorandum. The agreement obligates the City to pay the NS for its work to support the construction. This is estimated to be \$600,506. In the agreement, the NS has agreed to pay the City \$1 million at the conclusion of the project.

The attached Public Improvements Agreement with the Norfolk Southern Railway Company, along with the Construction and Maintenance Agreement with the Illinois Central approved by Council in July, will be included as part of the Local Public Agency Agreement. The LPA Agreement will set in place the expected 80% reimbursement for the agreements with the two railroads and allocate the required City funding.

Project Update

City staff is currently working with IDOT to draft a Local Public Agency Agreement for this project to set in place the necessary funding. It is expected that the LPA agreement will include the following elements:

1. Funding for construction.
2. An agreement and funding for Construction Engineering with AECOM to manage the construction.
3. Reimbursement funding for the Illinois Central and Norfolk Southern agreements.

The Illinois Commerce Commission has issued a draft order which has been approved by the City, the Illinois Central Railroad and Norfolk Southern railway. IDOT is currently reviewing funding language. Once the final reviews are completed, the Commission will set a hearing date for the final order. Once the Commission issues the final order, it will be presented to the City Council.

The Governor signed Quick Take authority for the City to acquire the 3 remaining properties needed for the project. The City has agreed with the New Back Door on the purchase of their property. A proposal to place funds in escrow for the Walston properties will enable the City to secure deeds for those properties. The final cost for the Walston properties will be determined through the courts unless an agreement on cost can be secured.

The City has received a signed Construction and Maintenance agreement with the Illinois Central for the work that will impact its tracks which run parallel to Brush College. We have yet to receive all easement documents requested from the Illinois Central which are necessary for the work.

Once a contractor is on board, the City will need to secure an agreement with the Illinois Central to pay flagger fees for the work that will be conducted adjacent to their tracks. Flaggers are used by all railroads to be present with work is being done near RR tracks to assure the safety of the RR and construction workers. This will need to be done in conjunction with the contractor and IDOT as the project begins. This agreement will require Council action early in 2022 once the project construction schedule is better defined by the contractor and the costs are determined.

A \$2 million earmark for the Brush College project is currently included in the infrastructure bill recently approved by both Houses of Congress.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Norfolk Southern Railway Company

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: City funding for this will be proposed for the State Motor Fuel Tax fund. It is expected that the City will be reimbursed with \$480,405 (80%) in Grade Crossing Protection funds.

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

SCHEDULE: DESIGN AND CONSTRUCTION:

The City is still working to acquire right of way for the project and secure an Illinois Commerce Commission funding order. Construction is planned to begin in 2022.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Public Improvements Agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project	Resolution Letter
Appendix A	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PUBLIC IMPROVEMENTS AGREEMENT WITH
THE NORFOLK SOUTHERN RAILWAY COMPANY FOR THE BRUSH COLLEGE
ROAD GRADE SEPARATION PROJECT
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between the Norfolk Southern Railway Company and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and the Norfolk Southern Railway Company, for a fee of \$600,506.

PRESENTED and ADOPTED this 15th day of November 2021.

Mayor Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW Atlanta, GA 30308 (hereinafter called "RAILWAY"); and

THE CITY OF DECATUR, ILLINOIS, an Illinois Municipality, whose mailing address is 1 Gary K. Anderson Plaza, Decatur, Illinois 62523 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to close the existing Brush College Road at grade crossing (DOT# 328516E) and construct a new overhead bridge structure (the "Facilities") to carry Brush College Road over RAILWAY, in the vicinity of RAILWAY Milepost IT-43.53, at or near Decatur, Macon County, Illinois (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, the Illinois Commerce Commission issued an order on _____ authorizing construction of the Facilities in Docket No. _____; and

WHEREAS, pursuant to the ICC Order, RAILWAY is willing to permit the LICENSEE's contractor(s) to enter upon RAILWAY'S Premises for construction of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D; and

WHEREAS, LICENSEE will eliminate the at grade crossing with active warning devices on the existing Brush College Road at the tracks of RAILWAY at RAILWAY Milepost IT-43.53; and

WHEREAS, RAILWAY is willing to participate in the cost of the construction of the new grade separation structure as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the

prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall obtain all necessary permits or other approvals necessary for the construction and maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with: (a) plans and specifications shown on Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE's contractors entering the Premises shall fully comply with applicable roadway worker protection regulations. Any modification of the Facilities will require subsequent review and approval by RAILWAY which approval will be in the sole and absolute discretion of RAILWAY.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are

not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon one hundred eighty (180) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the

furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, upon RAILWAY's written request, LICENSEE shall remove the Facilities from the Premises within one hundred eighty days (180) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and RAILWAY have the right to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD WORK, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property ("Railroad Work") necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities.

2. Performance of the Railroad Work. The RAILWAY shall perform the Railroad Work in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All Railroad Work performed by the RAILWAY and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish the Railroad Work by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Work. Upon completion of the Railroad Work, the RAILWAY shall own and, at its own cost and expense, maintain any improvements constructed by RAILWAY as part of the Railroad Work until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Commencement of the Railroad Work. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY to perform the Railroad Work ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence the Railroad Work as soon as possible, in RAILWAY's sole discretion.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Work. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Thousand, Five Hundred and Six Dollars and Zero Cents (\$600,506.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

(d) RAILWAY Contribution. RAILWAY agrees to participate in the cost of the grade separation structure by contributing a lump sum amount of \$1,000,000 as set forth in the ICC Order No. _____ issued on _____.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o The City of Decatur, Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attention: Director of Public Works

As to RAILWAY:
c/o Norfolk Southern Corporation
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45

Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is located in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

THE CITY OF DECATUR, ILLINOIS, an
Illinois Municipality

By: _____
Name: _____
Title: _____
Date: _____

NORFOLK SOUTHERN RAILWAY
COMPANY, a Virginia corporation

By: Kraig Barner
Name: Kraig Barner
Title: General Manager
Date: 10/20/21

NS File: BR1113299

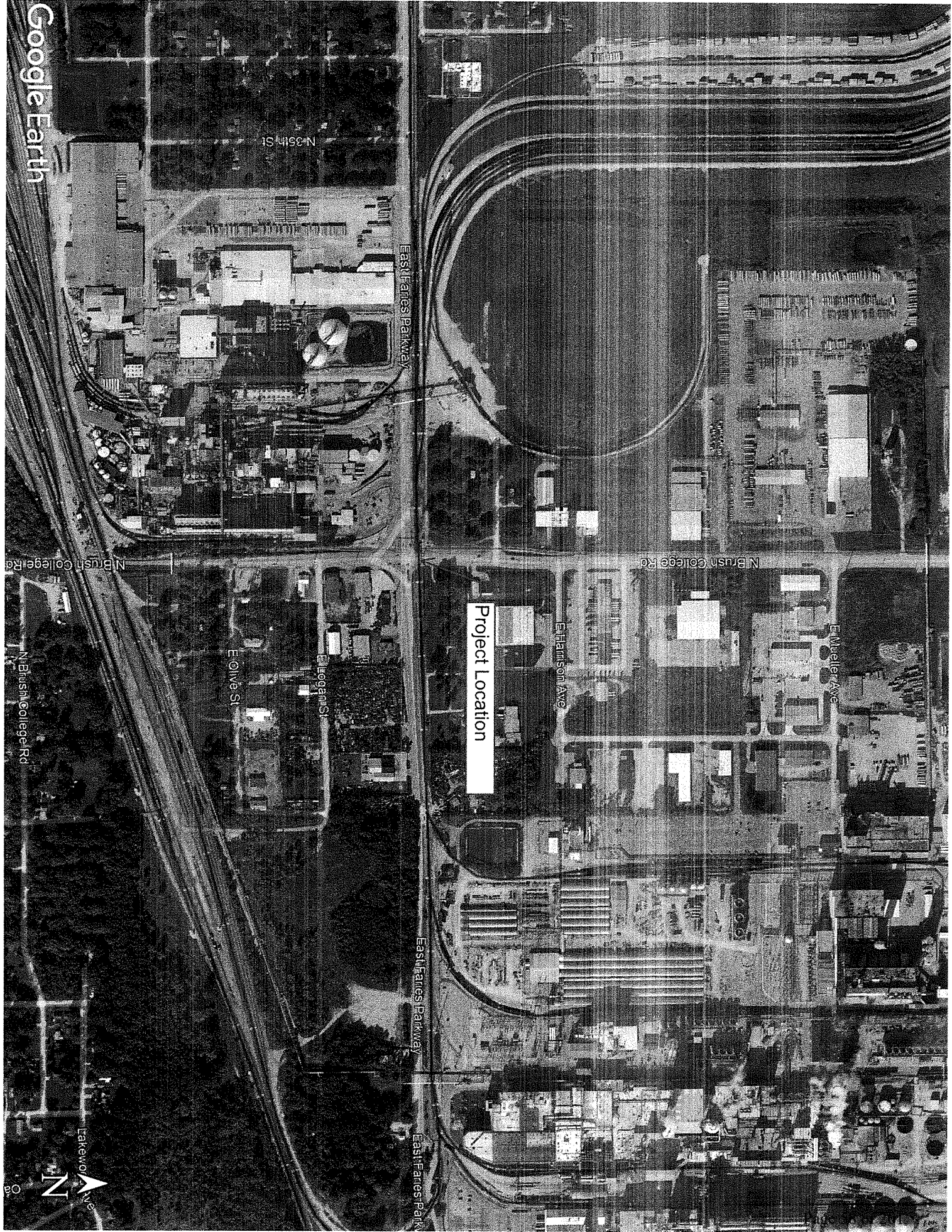
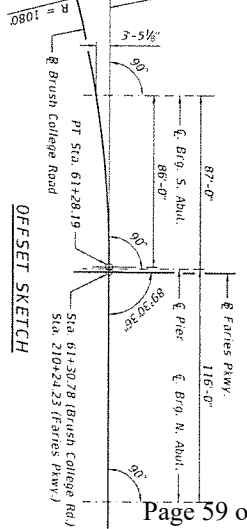
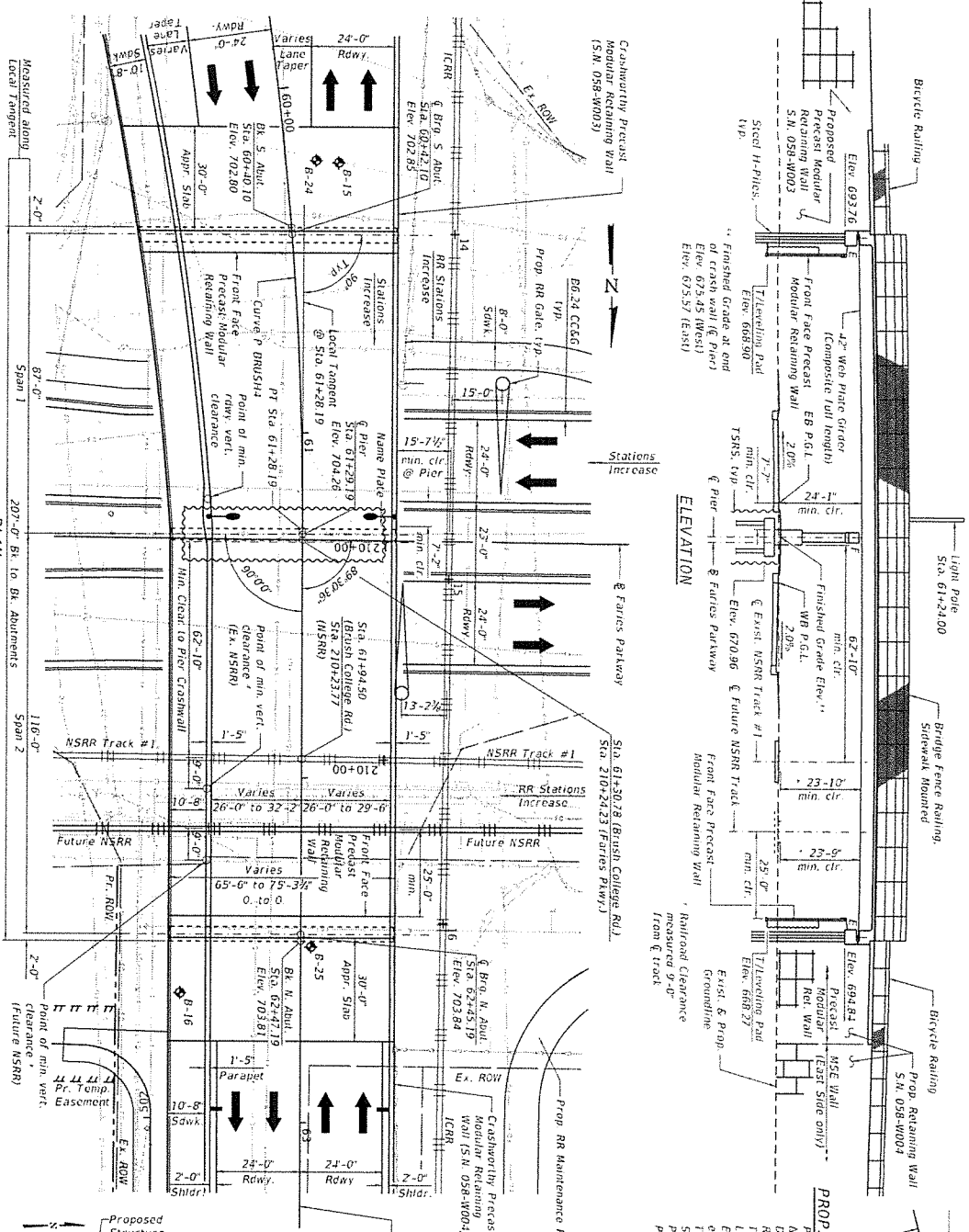


EXHIBIT B

Bench Mark: "H" in Mueller on Fire Hydrant at Southeast corner of Cerro Gordo St. and Brush College Road. Elev. 652.58
 Existing Structure: None
 Brush College Road to be closed and traffic to be detoured.
 Faries Parkway traffic to be maintained utilizing staged construction.

Note:
 The permanent vertical and horizontal clearances to the Ex. NSRR Track #1 are shown on this sheet. The temporary clearances shall be 22'-0" minimum vertical clearance and 13'-0" minimum horizontal clearance from Ex. or existing track.



PROPOSED CURVE P BRUSH4
 P.I. Sta. = 60+18.63
 Δ = 11° 39' 57" (RT)
 D = 5' 11" 19
 T = 108.00
 L = 118.35
 E = 5.62
 φ = MC
 T.R. = N/A
 S.C. Run = N/A
 P.C. Sta. = 59+08.30
 P.T. Sta. = 61+28.19

DESIGN SPECIFICATIONS
 2017 AASHTO LRFD Bridge Design Specifications, 8th Edition

LOADING HL-93
 Allow 50#/sq ft. for future wearing surface

DESIGN STRESSES
 F₁ = 3,500 psi
 F₂ = 4,000 psi (Superstructure & Appr. Slab)
 F₃ = 50,000 psi (Reinforcement)
 F₄ = 50,000 psi (4020 Grade 50)

SEISMIC DATA
 Seismic Performance Zone (SPZ) = 2
 Design Spectral Acceleration at 1.0 sec. (SD1) = 0.135g
 Design Spectral Acceleration at 0.2 sec. (SDS) = 0.277g
 Soil Site Class = D



I certify that to the best of my knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans. The design is an economical one for the type of structure and LRFD Bridge Design Specifications.
 David J. Davis 4/30/2021
 Expires November 30, 2022

AECOM

PROJECT NO. 09-00933-01-BR
 SHEET NO. 34-3 OF 34-3 SHEETS

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

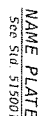
GENERAL PLAN & ELEVATION
BRUSH COLLEGE ROAD
OVER FARRIES PARKWAY
MACON COUNTY
STA. 61+29.19
STRUCTURE NO. 058-9202

1. Fasteners shall be ASTM A325 Type 1, mechanically galvanized bolts (in painted areas and ASTM A325 Type 3 in unpainted areas). Bolts $\frac{1}{2}$ " ϕ , holes $\frac{13}{16}$ " ϕ , unless otherwise noted.

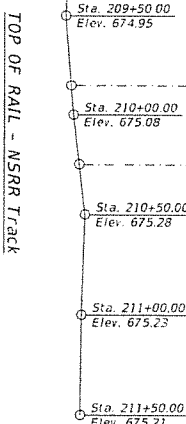
3. No field welding is permitted except as specified in the contract documents.
4. Reinforcement bars as designated (E) shall be epoxy coated.
5. If the Contractor elects to use cantilever forming brackets on the exterior beams or to use cast-in-place concrete on the same locations as required for the handout bracket, the cast-in-place concrete shall be reinforced with additional longitudinal bars. The cast-in-place concrete shall be handout bracketed. If additional cantilever forming brackets are required, handout bracketing shall be provided throughout the exterior and first interior beam at each of these additional bracket locations.
6. Bearing seat surfaces shall be constructed or adjusted to the designated elevations within a tolerance of $\frac{1}{8}$ inch (0.01 ft.). Adjustment shall be made either by grinding the surface or by shimming the bearings.
7. Concrete Screed shall be applied to the designated areas of the floor.
8. The Inaugural Zinc Rich Primer / Acrylic / Acrylic Paint System shall be used on slabs and field painting of steel. The primer and paint shall be applied in accordance with the manufacturer's instructions. The color of the final finish coat for all interior surfaces shall be gray, Munsell No. 5E 7/1. The color of the final finish coat for the exterior and bottom flange of the fascia beams shall be gray, Munsell No. 5B 7/1.
10. The elevation of the existing HSFR track top-of-rail profile shall be verified before beginning construction. All discrepancies shall be brought to the attention of the Norfolk Southern Public Projects Engineer.

* Fabric Reinforced Elastomeric Mat according to Section 1020 of the Standard Specifications. Fabric mat shall be 24" wide and attached full width and vertically at edges to the abutment cap with a $\frac{3}{8}$ " x 5" steel plate and $\frac{1}{2}$ " d studs with nuts and washers at 2'-0" c/s. Cost included with Concrete Superstructure. ** Paid for as Slope Wall 1 inch. See Sheet SF-28 for Concrete Slope Wall details.

College of Arts and Sciences

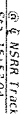


NAME PLATE
See Sid. 515001



Looking North,

Showing existing track. (See Note 9.)
Future NSRR track profile assumed to match
existing NSRR track profile and elevations.



Q. NSRR Track

Sta. 13+55.04
Elev. 675.04

Looking West.

DATE RECEIVED: 5-18-88 BY: JAW/AT/TS

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

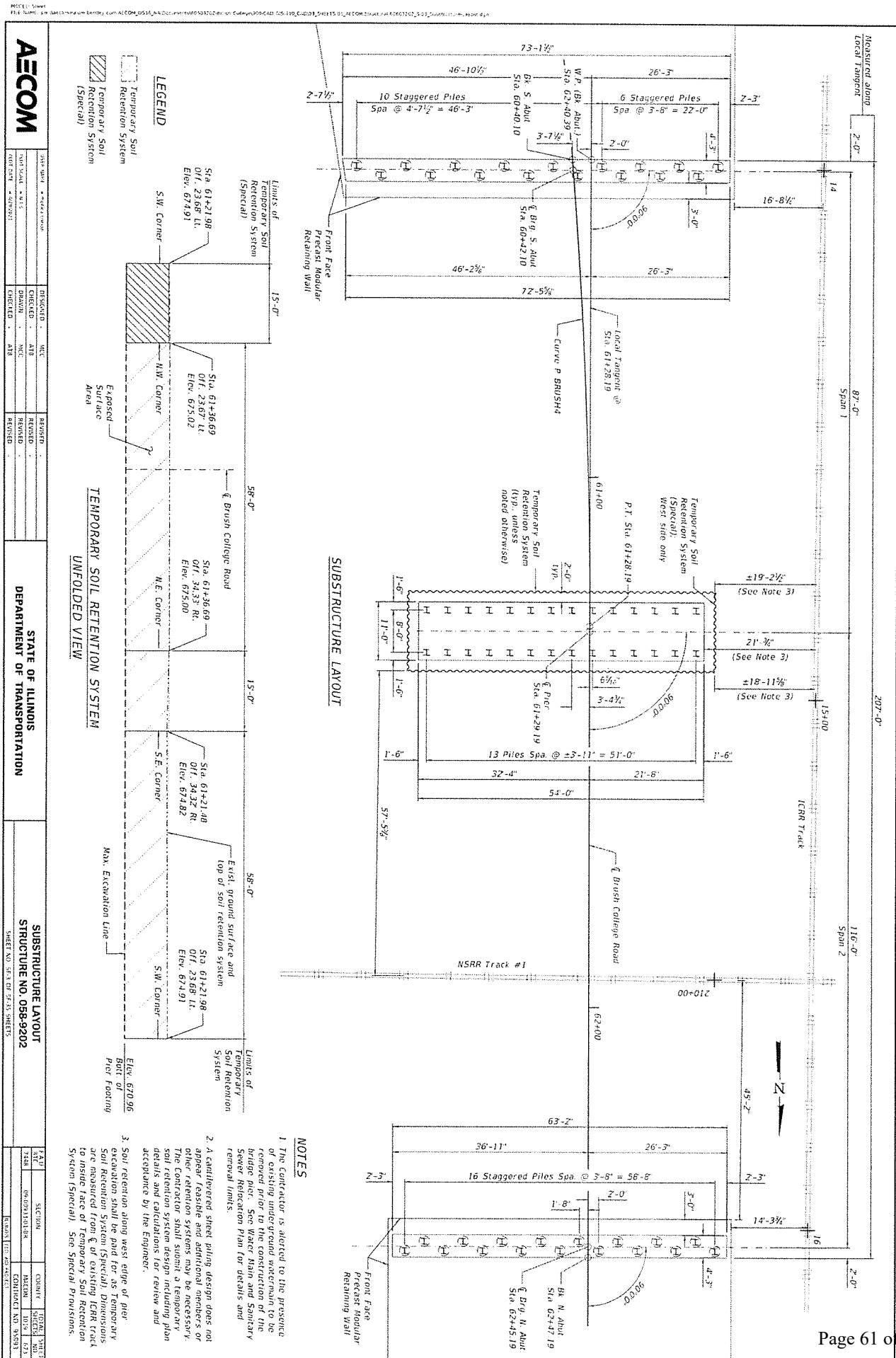
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

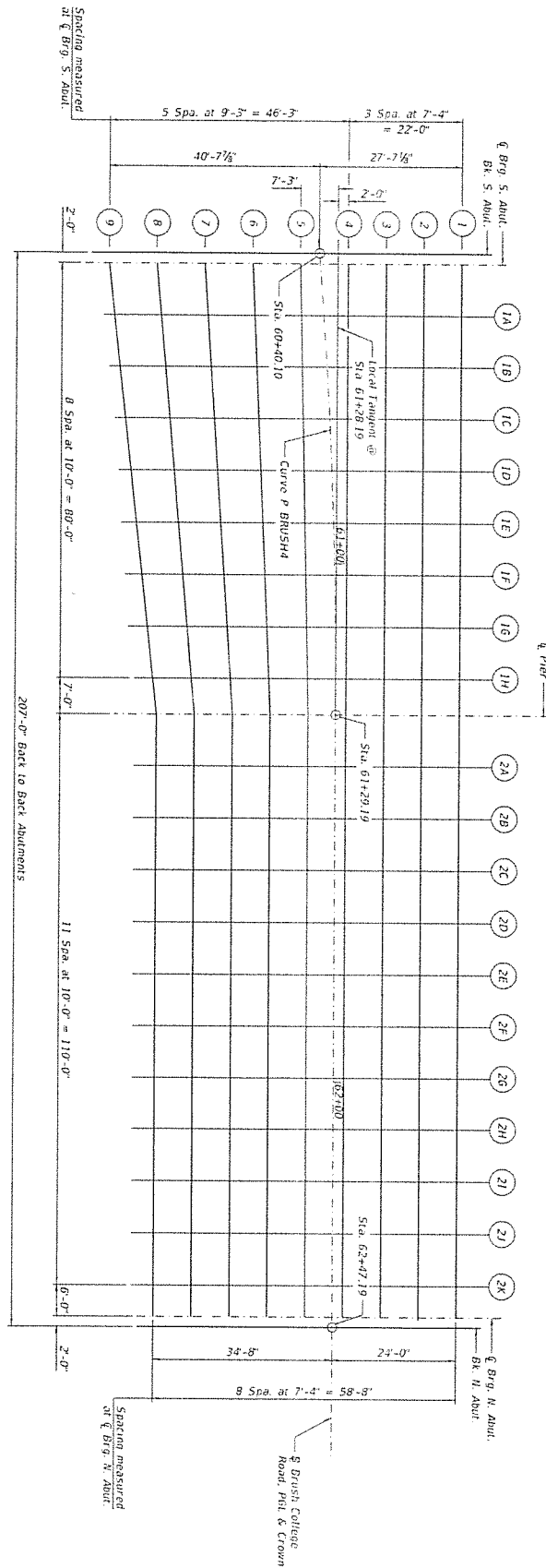
GENERAL DATA
STRUCTURE NO. 058-920

7448	09-0993-01-BR	MACON	1015	TOTAL SHEETS
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ITEM	UNIT	SUPPLY	TOTAL
Structure Excavation	Cu Yd	129	129
Concrete Structures	Cu Yd	317.3	317.3
Concrete Superstructure	Cu Yd	509.2	509.2
Bridge Deck Growing	1.5-LH	1.5-LH	1.5-LH
Protective Coat	Sq Yd	2,305	2,305
Concrete Superstructure (Approach Slab)	Cu Yd	199.9	199.9
Furnishing and Erecting Structural Steel	L Sums	1	1
Build Sheet Pile Walls	Each	6,123	6,123
Build Sheet Pile Walls, Extra Coated	Each	220,560	220,560
Mechanical Shoring	Foot	112	112
Bicycle Railing	Foot	60	60
Bridge Fence Railing	Foot	205	205
Bridge Fence Railing (Sidewalk)	Foot	205	205
Parade Railing	Foot	265	265
Stogie Wall - 4 Inch	Sq Yd	36	36
Furnishing Steel Piles HP14X89	Foot	4,154	4,154
Driving Piles	Each	4,154	4,154
Test Pile Steel HP14X89	Each	3	3
Pile Shocks	Each	4.2	6.2
Electrical Grounding Assembly, Type I	Each	18	18
Anchor Bolts, 3/4"	Each	36	36
Anchor Bolts, 1/2"	Each	18	18
Temporary Soil Retention System	Sq Ft	521	521
Temporary Backfill for Structures	Cu Yd	215.6	215.6
Temporary Shoring	Sq Ft	240.55	240.55
Temporary Soil Retention System (Special)	Sq Ft	60	60

5F-1	General Plan and Elevation
5F-2	Structure Details
5F-3	Structure Layout
5F-4	Top of Slab Elevations I
5F-5	Top of Slab Elevations II
5F-6	Top of Slab Elevations III
5F-7	Top of Approach Slab Elevations I
5F-8	Top of Approach Slab Elevations II
5F-9	Superstructure
5F-10	Superstructure Details I
5F-11	Superstructure Details II
5F-12	Superstructure Details III
5F-13	Concrete Parapet Siphonom Option
5F-14	Diaphragm Details
5F-15	Bridge Approach Slab Details I
5F-16	Bridge Approach Slab Details II
5F-17	Bridge Fence Railing, Parapet Mounted
5F-18	Bridge Fence Railing, Sidewalk Mounted
5F-19	Bridge Fence Railing, Sidewalk Mounted
5F-20	Grade Elevations
5F-21	Grade Elevations
5F-22	Grade, Moment and Reaction Tables
5F-23	Order, Cantour Diagram
5F-24	Steel Details
5F-25	Bearing Details
5F-26	South Abutment Plan & Elevation
5F-27	North Abutment Plan & Elevation
5F-28	Abutment Details
5F-29	Pier Plan & Elevation
5F-30	Pier Details
5F-31	HP Pile Details
5F-32	Box Siphon Assembly & Mechanical Siphon Details
5F-33	Soil Boring Logs I
5F-34	Soil Boring Logs II
5F-35	Soil Boring Logs III

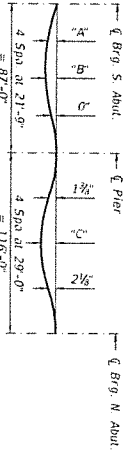




PLAN

DEFLECTION DIAGRAM DIMENSIONS

Order	Dim. "A"	Dim. "B"	Dim. "C"
(1)	1/2"	1/2"	2 3/4"
(2)	1/2"	1/2"	2 3/4"
(3)	1/2"	1/2"	2 3/4"
(4)	1/2"	1/2"	2 3/4"
(5)	1/2"	1/2"	2 3/4"
(6)	1/2"	1/2"	2 3/4"
(7)	1/2"	1/2"	2 3/4"
(8)	1/2"	1/2"	2 3/4"
(9)	1/2"	1/2"	2 3/4"



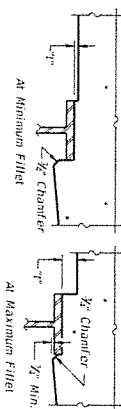
DEAD LOAD DEFLECTION DIAGRAM

(includes weight of concrete only.)

Note: The above deflections are not to be used in the field if the engineer is working from the grade elevations adjusted for dead load deflections as shown on sheets SF-5 and SF-6.

To determine "r". After all structural steel has been erected, elevations of the top flanges of the beams shall be taken at intervals shown in the plan view above. These elevations subtracted from the "Theoretical Grade Elevations Adjusted for Dead Load Deflection" shown in the tables on sheets SF-5 and SF-6, minus slab thickness, equals the fillet heights "r" above top flange of beams.

FILLET HEIGHTS



AECOM

DESIGNED BY: AECOM
CHECKED BY: AECOM
DATE: 4/28/2011

DESIGNED BY: AECOM
CHECKED BY: AECOM
DATE: 4/28/2011

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

TOP OF SLAB ELEVATIONS: I
STRUCTURE NO. 058-9202

SHEET NO. 51.4 OF 53.5 SHEETS

SECTION: 100' x 100'
SCALE: 1/4" = 1'-0"
DATE: 4/28/2011

GIRDER 1				
Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted for Deck Load Deflection and Gridding
Rk. S. Abut.	60+42.29	-27.50	702.31	702.31
€ Brg. S. Abut.	60+44.23	-27.34	702.36	702.36
1A	60+53.96	-26.61	702.60	702.62
1B	60+63.71	-25.92	702.82	702.86
1C	60+73.46	-25.42	703.02	703.06
1D	60+83.22	-24.96	703.20	703.24
1E	60+92.99	-24.59	703.36	703.39
1F	61+02.76	-24.31	703.51	703.51
1G	61+12.54	-24.12	703.62	703.62
1H	61+22.32	-24.02	703.72	703.72
€ Pier	61+29.19	-24.00	703.78	703.78
2A	61+39.19	-24.00	703.88	703.88
2B	61+49.19	-24.00	703.98	703.98
2C	61+59.19	-24.00	703.92	704.06
2D	61+69.19	-24.00	703.93	704.11
2E	61+79.19	-24.00	703.92	704.14
2F	61+89.19	-24.00	703.89	704.13
2G	61+99.19	-24.00	703.84	704.08
2H	62+09.19	-24.00	703.77	703.99
2I	62+19.19	-24.00	703.60	703.86
2J	62+29.19	-24.00	703.54	703.69
2K	62+39.19	-24.00	703.49	703.49
€ Brg. N. Abut.	62+45.19	-24.00	703.36	703.36
Rk. N. Abut.	62+47.19	-24.00	703.33	703.33

GIRDER 2				
Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted for Deck Load Deflection and Gridding
Rk. S. Abut.	60+41.72	-20.19	702.44	702.44
€ Brg. S. Abut.	60+43.67	-20.03	702.49	702.49
1A	60+53.47	-19.30	702.73	702.75
1B	60+63.22	-18.62	702.96	702.99
1C	60+73.00	-18.05	703.18	703.21
1D	60+82.75	-17.62	703.34	703.37
1E	60+92.59	-17.26	703.51	703.52
1F	61+02.39	-16.98	703.65	703.65
1G	61+12.14	-16.78	703.77	703.77
1H	61+22.29	-16.68	703.87	703.86
€ Pier	61+29.19	-16.57	703.93	703.93
2A	61+39.19	-16.67	703.99	704.03
2B	61+49.19	-16.67	704.04	704.12
2C	61+59.19	-16.67	704.10	704.19
2D	61+69.19	-16.67	704.08	704.19
2E	61+79.19	-16.67	704.07	704.27
2F	61+89.19	-16.67	704.04	704.26
2G	61+99.19	-16.67	703.99	704.21
2H	62+09.19	-16.67	703.92	704.12
2I	62+19.19	-16.67	703.83	703.99
2J	62+29.19	-16.67	703.72	703.83
2K	62+39.19	-16.67	703.59	703.63
€ Brg. N. Abut.	62+45.19	-16.67	703.51	703.51
Rk. N. Abut.	62+47.19	-16.67	703.47	703.47

GIRDER 3				
Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted for Deck Load Deflection and Gridding
Rk. S. Abut.	60+41.14	-12.88	702.57	702.57
€ Brg. S. Abut.	60+43.11	-12.72	702.62	702.62
1A	60+52.97	-11.98	702.87	702.89
1B	60+62.84	-11.33	703.10	703.13
1C	60+72.72	-10.77	703.30	703.34
1D	60+82.60	-10.30	703.49	703.52
1E	60+92.42	-9.94	703.66	703.69
1F	61+02.25	-9.64	703.80	703.80
1G	61+12.05	-9.45	703.91	703.91
1H	61+22.25	-9.35	704.02	704.01
€ Pier	61+29.19	-9.33	704.07	704.07
2A	61+39.19	-9.33	704.14	704.17
2B	61+49.19	-9.33	704.22	704.26
2C	61+59.19	-9.33	704.22	704.33
2D	61+69.19	-9.33	704.22	704.38
2E	61+79.19	-9.33	704.18	704.39
2F	61+89.19	-9.33	704.16	704.34
2G	61+99.19	-9.33	704.06	704.25
2H	62+09.19	-9.33	703.97	704.13
2I	62+19.19	-9.33	703.87	703.97
2J	62+29.19	-9.33	703.74	703.78
2K	62+39.19	-9.33	703.65	703.65
€ Brg. N. Abut.	62+45.19	-9.33	703.62	703.62
Rk. N. Abut.	62+47.19	-9.33	703.62	703.62

GIRDER 4				
Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted for Deck Load Deflection and Gridding
Rk. S. Abut.	60+40.55	-5.67	702.70	702.70
€ Brg. S. Abut.	60+42.53	-5.41	702.75	702.75
1A	60+52.46	-4.67	703.00	703.02
1B	60+62.40	-4.01	703.23	703.27
1C	60+72.35	-3.55	703.44	703.48
1D	60+82.31	-2.88	703.63	703.66
1E	60+92.27	-2.60	703.79	703.81
1F	61+02.25	-2.31	703.94	703.94
1G	61+12.22	-2.15	704.06	704.06
1H	61+22.21	-2.02	704.16	704.16
€ Pier	61+29.19	-2.00	704.22	704.22
2A	61+39.19	-2.00	704.29	704.32
2B	61+49.19	-2.00	704.33	704.37
2C	61+59.19	-2.00	704.36	704.48
2D	61+69.19	-2.00	704.37	704.52
2E	61+79.19	-2.00	704.36	704.55
2F	61+89.19	-2.00	704.33	704.53
2G	61+99.19	-2.00	704.28	704.48
2H	62+09.19	-2.00	704.21	704.40
2I	62+19.19	-2.00	704.12	704.27
2J	62+29.19	-2.00	704.01	704.11
2K	62+39.19	-2.00	703.88	703.92
€ Brg. N. Abut.	62+45.19	-2.00	703.80	703.80
Rk. N. Abut.	62+47.19	-2.00	703.77	703.77

P BRUSH COLLEGE ROAD, PGL & CROWN				
Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted for Deck Load Deflection and Gridding
Rk. S. Abut.	60+40.10	0.00	702.80	702.80
€ Brg. S. Abut.	60+42.10	0.00	702.85	702.85
1A	60+52.13	0.00	703.09	703.11
1B	60+62.15	0.00	703.31	703.34
1C	60+72.17	0.00	703.51	703.54
1D	60+82.18	0.00	703.68	703.72
1E	60+92.19	0.00	703.86	703.86
1F	61+02.19	0.00	703.98	703.99
1G	61+12.19	0.00	704.10	704.10
1H	61+22.19	0.00	704.20	704.20
€ Pier	61+29.19	0.00	704.26	704.26
2A	61+39.19	0.00	704.33	704.36
2B	61+49.19	0.00	704.37	704.40
2C	61+59.19	0.00	704.40	704.52
2D	61+69.19	0.00	704.41	704.56
2E	61+79.19	0.00	704.40	704.59
2F	61+89.19	0.00	704.37	704.57
2G	61+99.19	0.00	704.32	704.52
2H	62+09.19	0.00	704.25	704.44
2I	62+19.19	0.00	704.16	704.31
2J	62+29.19	0.00	704.05	704.15
2K	62+39.19	0.00	703.92	703.96
€ Brg. N. Abut.	62+45.19	0.00	703.84	703.84
Rk. N. Abut.	62+47.19	0.00	703.81	703.81

GIRDER 5				
Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted for Deck Load Deflection and Gridding
Rk. S. Abut.	60+39.79	3.69	702.72	702.72
€ Brg. S. Abut.	60+41.80	3.81	702.77	702.77
1A	60+51.82	4.34	703.00	703.02
1B	60+61.86	4.78	703.21	703.24
1C	60+71.90	5.13	703.40	703.44
1D	60+81.95	5.36	703.57	703.61
1E	60+92.00	5.55	703.73	703.76
1F	61+02.06	5.61	703.87	703.88
1G	61+12.11	5.59	703.99	703.99
1H	61+22.16	5.47	704.09	704.09
€ Pier	61+29.19	5.33	704.15	704.15
2A	61+39.19	5.33	704.22	704.25
2B	61+49.19	5.33	704.27	704.35
2C	61+59.19	5.33	704.30	704.41
2D	61+69.19	5.33	704.30	704.41
2E	61+79.19	5.33	704.29	704.46
2F	61+89.19	5.33	704.26	704.48
2G	61+99.19	5.33	704.21	704.41
2H	62+09.19	5.33	704.17	704.33
2I	62+19.19	5.33	704.05	704.20
2J	62+29.19	5.33	703.95	704.05
2K	62+39.19	5.33	703.82	703.86
€ Brg. N. Abut.	62+45.19	5.33	703.73	703.73
Rk. N. Abut.	62+47.19	5.33	703.70	703.70

Note: Offsets measured perpendicular from the centerline of roadway.

AECOM

STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION
PROJECT NO. 05B-9202	STRUCTURE NO. 05B-9202
SHEET NO. 34-3 OF 37-35 SHEETS	

DESIGNED BY	CHECKED BY	APPROVED BY
DATE	DATE	DATE

PROJECT NO.	05B-9202
STRUCTURE NO.	05B-9202
SHEET NO.	34-3 OF 37-35 SHEETS
DATE	10/22/10
DESIGNED BY	10/22/10
CHECKED BY	10/22/10
APPROVED BY	10/22/10

GIRDER 6

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Drain Load Deflection and Grading
Bk. S. Abut.	60+39.02	12.95	702.52	702.52
€ Brq. S. Abut.	60+41.05	13.03	702.57	702.57
1A	60+51.18	13.35	702.80	702.82
1B	60+61.31	13.57	703.02	703.05
1C	60+71.45	13.71	703.22	703.26
1D	60+81.59	13.74	703.40	703.40
1E	60+91.72	13.69	703.56	703.59
1F	61+01.86	13.54	703.71	703.71
1G	61+11.99	13.30	703.83	703.83
1H	61+22.12	12.96	703.94	703.94
€ Pier	61+29.19	12.67	704.01	704.01
2A	61+39.19	12.67	704.07	704.10
2B	61+49.19	12.67	704.15	704.18
2C	61+59.19	12.67	704.15	704.26
2D	61+69.19	12.67	704.15	704.33
2E	61+79.19	12.67	704.15	704.32
2F	61+89.19	12.67	704.12	704.32
2G	61+99.19	12.67	704.07	704.27
2H	62+09.19	12.67	704.00	704.18
2I	62+19.19	12.67	703.91	704.06
2J	62+29.19	12.67	703.80	703.90
2K	62+39.19	12.67	703.67	703.51
€ Brq. N. Abut.	62+45.19	12.67	703.59	703.59
Bk. N. Abut.	62+47.19	12.67	703.55	703.55

GIRDER 7

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Drain Load Deflection and Grading
Bk. S. Abut.	60+38.24	22.25	702.31	702.31
€ Brq. S. Abut.	60+40.29	22.25	702.36	702.36
1A	60+50.52	22.35	702.61	702.63
1B	60+60.75	22.37	702.82	702.86
1C	60+70.99	22.36	703.03	703.07
1D	60+81.22	22.11	703.23	703.27
1E	60+91.44	21.83	703.40	703.43
1F	61+01.66	21.47	703.55	703.56
1G	61+11.88	21.00	703.68	703.66
1H	61+22.08	20.45	703.79	703.79
€ Pier	61+29.19	20.00	703.86	703.86
2A	61+39.19	20.00	703.93	703.95
2B	61+49.19	20.00	703.97	704.04
2C	61+59.19	20.00	704.01	704.11
2D	61+69.19	20.00	704.01	704.18
2E	61+79.19	20.00	704.00	704.18
2F	61+89.19	20.00	703.97	704.17
2G	61+99.19	20.00	703.92	704.12
2H	62+09.19	20.00	703.85	704.04
2I	62+19.19	20.00	703.76	703.91
2J	62+29.19	20.00	703.65	703.75
2K	62+39.19	20.00	703.52	703.57
€ Brq. N. Abut.	62+45.19	20.00	703.44	703.44
Bk. N. Abut.	62+47.19	20.00	703.41	703.41

GIRDER 8

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Drain Load Deflection and Grading
Bk. S. Abut.	60+37.45	31.48	702.11	702.11
€ Brq. S. Abut.	60+39.51	31.47	702.16	702.16
1A	60+49.85	31.36	702.41	702.44
1B	60+60.19	31.16	702.66	702.71
1C	60+70.42	30.86	702.89	702.94
1D	60+80.65	30.60	703.09	703.14
1E	60+90.88	29.88	703.28	703.31
1F	61+01.16	29.39	703.44	703.46
1G	61+11.76	28.71	703.56	703.58
1H	61+22.03	27.93	703.69	703.69
€ Pier	61+29.19	27.33	703.76	703.76
2A	61+39.19	27.33	703.83	703.86
2B	61+49.19	27.33	703.87	703.92
2C	61+59.19	27.33	703.90	704.02
2D	61+69.19	27.33	703.90	704.09
2E	61+79.19	27.33	703.87	704.08
2F	61+89.19	27.33	703.82	704.03
2G	61+99.19	27.33	703.75	703.94
2H	62+09.19	27.33	703.66	703.82
2I	62+19.19	27.33	703.55	703.66
2J	62+29.19	27.33	703.42	703.47
2K	62+39.19	27.33	703.34	703.34
€ Brq. N. Abut.	62+45.19	27.33	703.31	703.31
Bk. N. Abut.	62+47.19	27.33	703.31	703.31

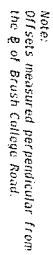
GIRDER 9

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Drain Load Deflection and Grading
Bk. S. Abut.	60+36.63	40.74	702.20	702.20
€ Brq. S. Abut.	60+38.73	40.69	702.26	702.26
1A	60+49.17	40.37	702.53	702.56
1B	60+59.61	39.95	702.78	702.83
1C	60+70.04	39.44	703.01	703.06
1D	60+80.46	38.83	703.21	703.26
1E	60+90.87	38.12	703.40	703.43
1F	61+01.26	37.32	703.56	703.57
1G	61+11.64	36.42	703.69	703.69
1H	61+21.99	35.42	703.81	703.80
€ Pier	61+29.19	34.67	703.87	703.87
2A	61+39.19	34.67	703.94	703.97
2B	61+49.19	34.67	703.98	704.06
2C	61+59.19	34.67	704.01	704.13
2D	61+69.19	34.67	704.02	704.18
2E	61+79.19	34.67	704.01	704.21
2F	61+89.19	34.67	703.98	704.20
2G	61+99.19	34.67	703.93	704.15
2H	62+09.19	34.67	703.86	704.06
2I	62+19.19	34.67	703.77	703.93
2J	62+29.19	34.67	703.66	703.77
2K	62+39.19	34.67	703.53	703.58
€ Brq. N. Abut.	62+45.19	34.67	703.45	703.45
Bk. N. Abut.	62+47.19	34.67	703.42	703.42

Note: Offsets measured perpendicular from the @ of roadway.

AECOM

DESIGNED BY
CHECKED BY
DATE 05/11/2011DESIGNED BY
CHECKED BY
DATE 05/11/2011DESIGNED BY
CHECKED BY
DATE 05/11/2011STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATIONTOP OF SLAB ELEVATIONS III
STRUCTURE NO. 058-9202
SHEET NO. 18 OF 33 SHEETSTAD
TAD
SECTION
CONTRACT NO. 058-9202
SHEET NO. 18 OF 33 SHEETS



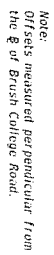
Location	Station	DIT set	Theoretical Elevations
5. End of S. Apr. Slab A	60+07.12	34.15	701.19
B	60+17.56	33.45	701.92
	60+26.02	32.75	701.63
N. End of S. Apr. Slab	60+38.43	32.05	702.12

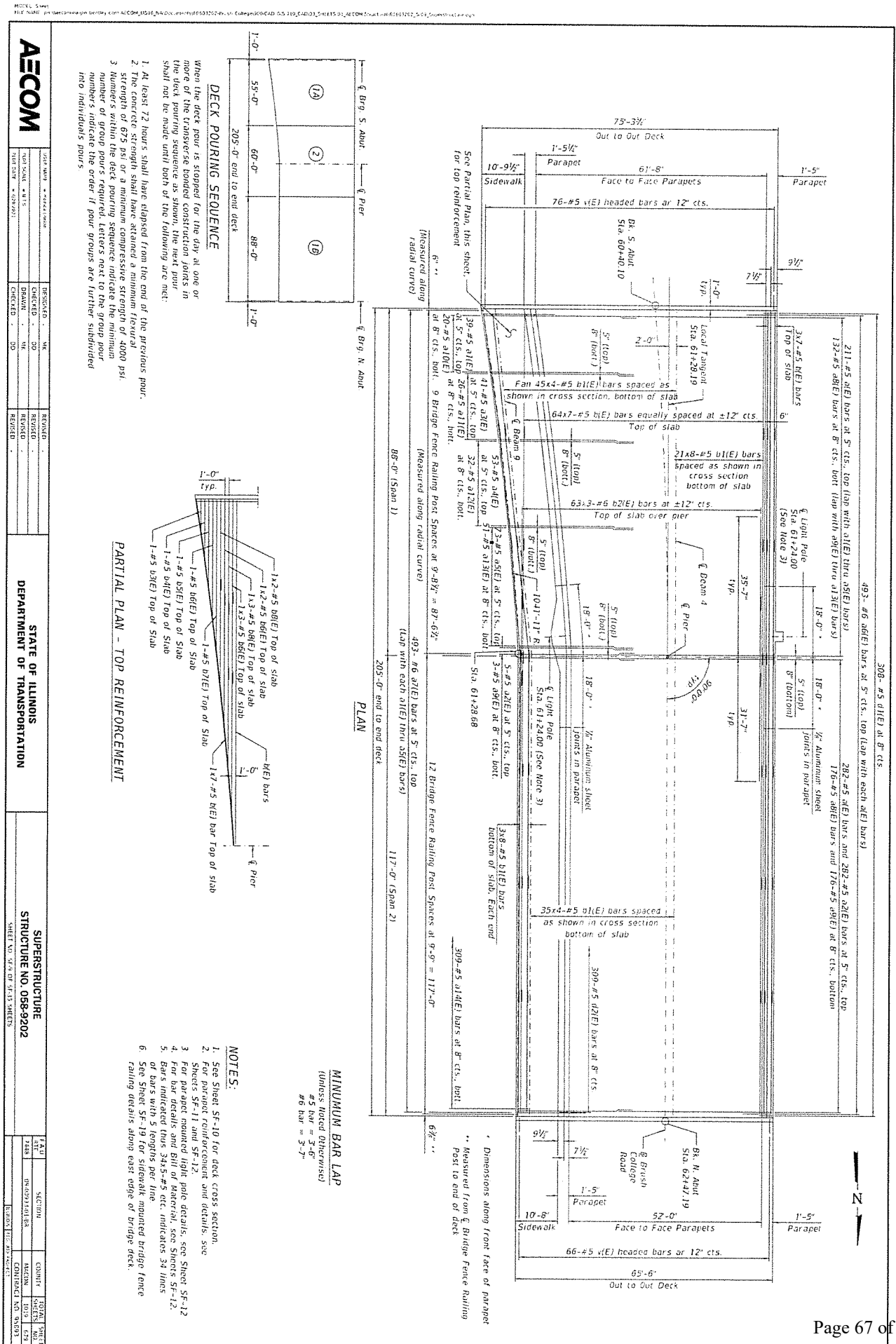
Location	Station	Offset	Thrust at Ground Elevations
5. End of S. Appr. Slab A B	60+06.95 60+17.45 60+22.66 60+30.31	35.58 34.68 34.16 33.49	701.21 701.54 701.85 702.14

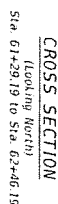
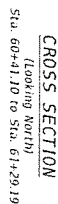
Location	Station	011 xct	Theoretical Elevations
5. End of S. Appr. Slubb	60+05.68	46.36	701.33
A	60+16.27	45.55	701.66
B	60+26.83	44.94	701.99
N. End of S. Appr. Slubb	60+37.37	44.24	702.27

APPROACH SLAB ELEVATION
STRUCTURE NO. 058-9202
SHEET NO. 5F-7 OF 5F-35 SHEETS

[illegible]

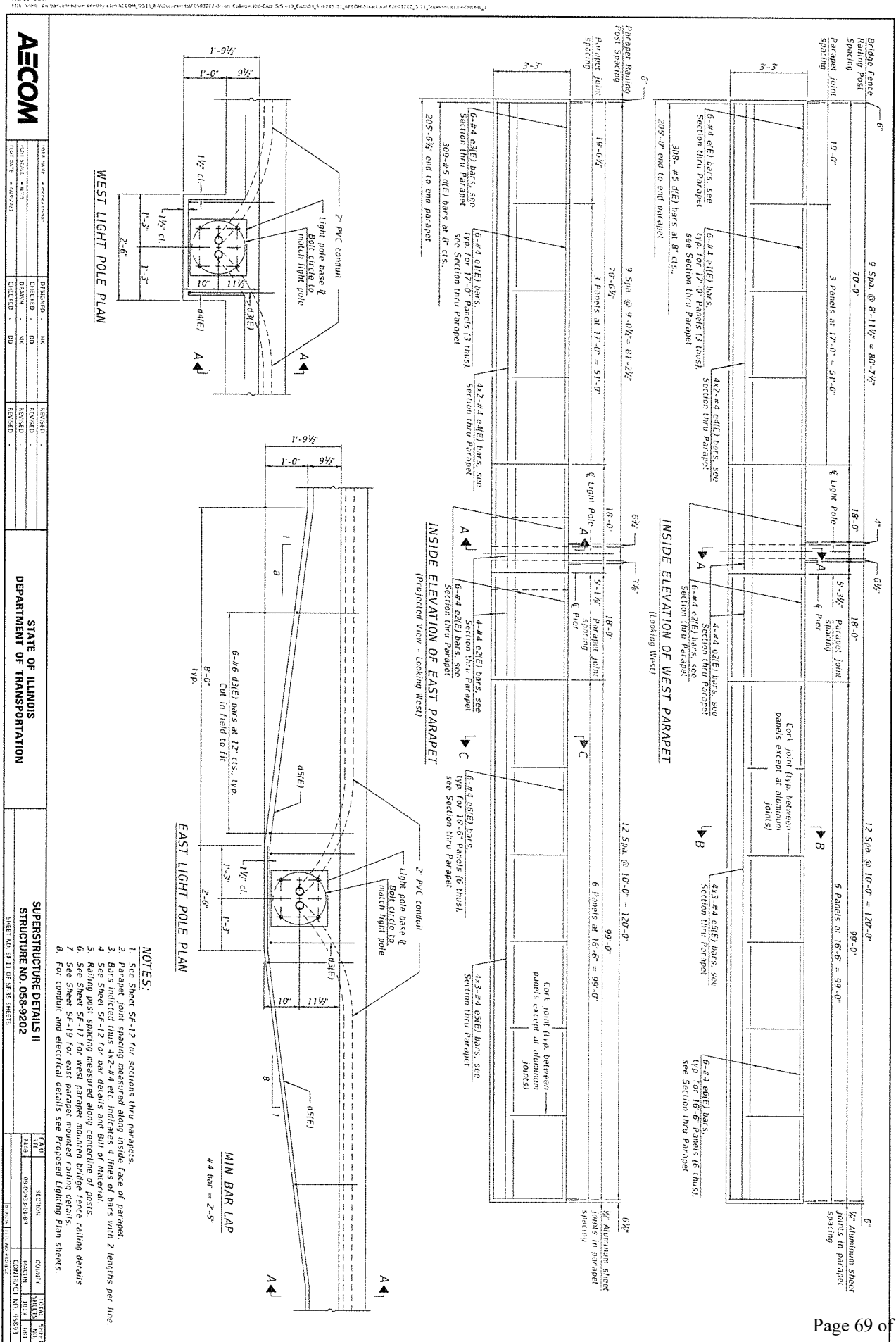
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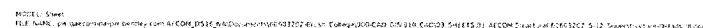


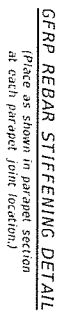
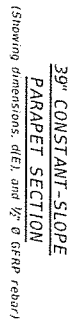


- 1 Dimensions shown are measured perpendicular to the Local Tangent unless otherwise noted.
- 2 For conduit and electrical details see Proposed Lighting Plan sheets.

[illegible]

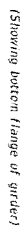
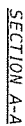






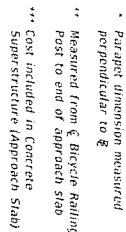
Page 71 of 201

SFP 39-44 1-1-2020		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		CONCRETE PARAPET SUPERFORMING OPTION STRUCTURE NO. 056-9202		FAIR SECTION 06-0001-010148 7446		COMMIT ISSUED NOV 11 2019 CONTRACT NO. 93931		TOTAL SHEET NO. 7446	
AECOM 1401 S. MICHIGAN AVE. S.W. SPRING HOUSE, ALA 36082-0001		DESIGNED - CHECKED - DRAWN - CHECKED -		RECEIVED - RECEIVED - RECEIVED - RECEIVED -		DATE NOV 11 2019		DATE NOV 11 2019		DATE NOV 11 2019	



- 26 & SF-27.

FAU ALT	SECTION	COUNTY	101A SHEETS	SHEET NO
7448	06-00933-01-B	MACON	1019	68
CONTRACT NO. 95093				



Point	South Approach		North Approach	
	Top	Bottom	Top	Bottom
A	700.41	699.57	701.65	700.82
B	700.95	700.12	702.17	701.34
C	700.17	699.38	701.65	700.82
D	700.30	699.46	701.42	700.98
E	700.10	699.27	701.44	700.61
F	700.65	699.82	701.97	701.13
G	699.84	699.01	701.44	700.61
H	699.96	699.13	701.61	700.78

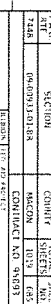
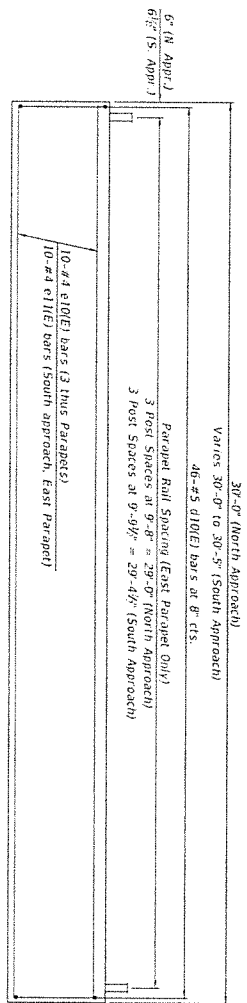
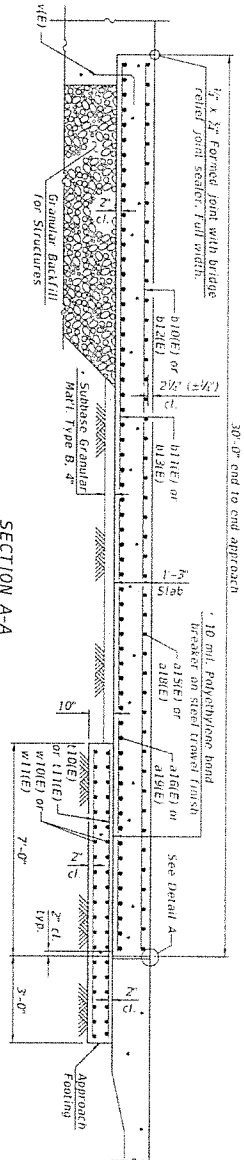


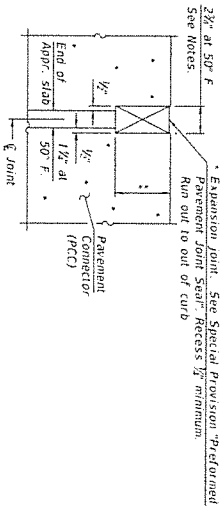
EXHIBIT B



INSIDE ELEVATION OF PARAPET
(Looking East)



SECTION A-A



DETAIL A

* Cost included with Concrete Superstructure (Approach Slab).
** Per manufacturer recommendations.

AECOM

NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
1	10/1/01	DESIGNED	JP	JP	JP
2	10/1/01	REVISION	JP	JP	JP
3	10/1/01	REVISION	JP	JP	JP

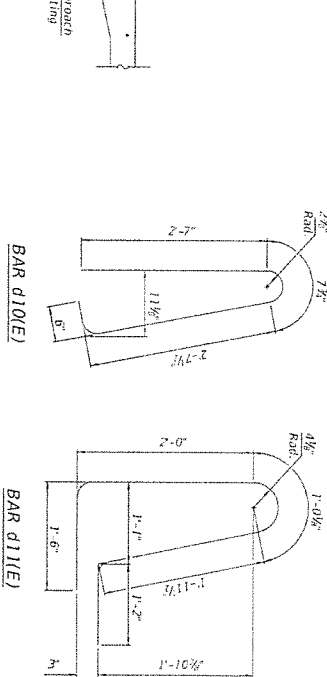
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BRIDGE APPROACH SLAB DETAILS II
STRUCTURE NO. 058-9202

NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
1	10/1/01	DESIGNED	JP	JP	JP
2	10/1/01	REVISION	JP	JP	JP
3	10/1/01	REVISION	JP	JP	JP

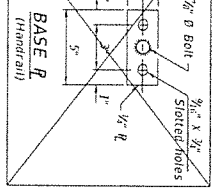
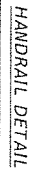
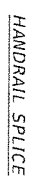
NOTES:

- The joint opening shall be adjusted for temperature per Article 520.04 of the Standard Specifications. However, since this detail is for jointless structures, the bridge length plus the length of the approach shall be equal to half the total length of the bridge.
- Parapet concrete shall be paid for as Concrete Superstructure (Approach Slab).
- Approach footing concrete shall be paid for as Concrete Structures.
- The approach footing maximum applied service bearing pressure (max) = 2.0 ksf.
- Cost of excavation for approach footing included with Concrete Structures.
- For Granular Backfill for Structures and drainage treatment details, see Sheet SF-2.
- See Sheet SF-18 for parapet railing details.



TWO APPROACHES
BILL OF MATERIAL

Bar	No.	Size	Length	Shape
a15(E)	138	#5	28'-1"	
a16(E)	180	#8	29'-2"	
a17(E)	180	#8	29'-2"	
a18(E)	92	#5	33'-0"	
a19(E)	120	#8	33'-11"	
b10(E)	218	#5	29'-6"	
b11(E)	336	#5	29'-6"	
b12(E)	7	#9	27'-0"	
b13(E)	11	#9	27'-0"	
b14(E)	2	#5	30'-1"	
c10(E)	184	#5	6'-5"	
c11(E)	92	#5	7'-8"	
c12(E)	92	#5	8'-6"	
d10(E)	30	#4	28'-8"	
d11(E)	10	#4	30'-1"	
e10(E)	4	#4	9'-10"	
e11(E)	4	#4	9'-10"	
f10(E)	120	#5	28'-3"	
f11(E)	80	#5	33'-0"	
Concrete Superstructure				15.7
Concrete Superstructure				199.9
Approach Slab				350
Bridge Deck Grooving				536
Protective Coat				43.4
Concrete Structures				87.130
Reinforcement Bars				87.130
Excess Coiled				

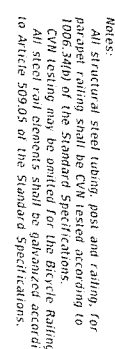


Notes:
CVN testing may be omitted for the railing.
All steel rail elements shall be galvanized according to Article 509.05 of the Standard Specifications.

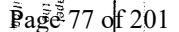
ANCHOR BOLT DETAILS

2-17-2017 (10'-0" Maximum Post Spacing)

Item	Unit	Quantity
Bridge Fence Railing	Foot	205



	R-29 1-1/2-2019 (10'-0" Maximum Post Spacing)		1011 MARK • 1012 1/2 OFFSHORE 1013 1000L • 1014 1/2 1015 200K • 1016 2000		RECEIVED - 2P CHECKED - MJC DESIGNED - JH 1017 200K • 1018 2000	PREPARED - CHECKED - DESIGNED - 1019 200K • 1020 2000	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	BICYCLE RAILING STRUCTURE NO. 058-9202 SHEET NO. 24 OF 25 SHEETS	F & D SECTION CORR'Y TOTAL 7548 06-09-15-14-18-4 1021 1000L 1022 1000L 1023 1000L 1024 1000L 1025 1000L 1026 1000L 1027 1000L 1028 1000L 1029 1000L 1030 1000L 1031 1000L 1032 1000L 1033 1000L 1034 1000L 1035 1000L 1036 1000L 1037 1000L 1038 1000L 1039 1000L 1040 1000L 1041 1000L 1042 1000L 1043 1000L 1044 1000L 1045 1000L 1046 1000L 1047 1000L 1048 1000L 1049 1000L 1050 1000L 1051 1000L 1052 1000L 1053 1000L 1054 1000L 1055 1000L 1056 1000L 1057 1000L 1058 1000L 1059 1000L 1060 1000L 1061 1000L 1062 1000L 1063 1000L 1064 1000L 1065 1000L 1066 1000L 1067 1000L 1068 1000L 1069 1000L 1070 1000L 1071 1000L 1072 1000L 1073 1000L 1074 1000L 1075 1000L 1076 1000L 1077 1000L 1078 1000L 1079 1000L 1080 1000L 1081 1000L 1082 1000L 1083 1000L 1084 1000L 1085 1000L 1086 1000L 1087 1000L 1088 1000L 1089 1000L 1090 1000L 1091 1000L 1092 1000L 1093 1000L 1094 1000L 1095 1000L 1096 1000L 1097 1000L 1098 1000L 1099 1000L 1100 1000L 1101 1000L 1102 1000L 1103 1000L 1104 1000L 1105 1000L 1106 1000L 1107 1000L 1108 1000L 1109 1000L 1110 1000L 1111 1000L 1112 1000L 1113 1000L 1114 1000L 1115 1000L 1116 1000L 1117 1000L 1118 1000L 1119 1000L 1120 1000L 1121 1000L 1122 1000L 1123 1000L 1124 1000L 1125 1000L 1126 1000L 1127 1000L 1128 1000L 1129 1000L 1130 1000L 1131 1000L 1132 1000L 1133 1000L 1134 1000L 1135 1000L 1136 1000L 1137 1000L 1138 1000L 1139 1000L 1140 1000L 1141 1000L 1142 1000L 1143 1000L 1144 1000L 1145 1000L 1146 1000L 1147 1000L 1148 1000L 1149 1000L 1150 1000L 1151 1000L 1152 1000L 1153 1000L 1154 1000L 1155 1000L 1156 1000L 1157 1000L 1158 1000L 1159 1000L 1160 1000L 1161 1000L 1162 1000L 1163 1000L 1164 1000L 1165 1000L 1166 1000L 1167 1000L 1168 1000L 1169 1000L 1170 1000L 1171 1000L 1172 1000L 1173 1000L 1174 1000L 1175 1000L 1176 1000L 1177 1000L 1178 1000L 1179 1000L 1180 1000L 1181 1000L 1182 1000L 1183 1000L 1184 1000L 1185 1000L 1186 1000L 1187 1000L 1188 1000L 1189 1000L 1190 1000L 1191 1000L 1192 1000L 1193 1000L 1194 1000L 1195 1000L 1196 1000L 1197 1000L 1198 1000L 1199 1000L 1200 1000L 1201 1000L 1202 1000L 1203 1000L 1204 1000L 1205 1000L 1206 1000L 1207 1000L 1208 1000L 1209 1000L 1210 1000L 1211 1000L 1212 1000L 1213 1000L 1214 1000L 1215 1000L 1216 1000L 1217 1000L 1218 1000L 1219 1000L 1220 1000L 1221 1000L 1222 1000L 1223 1000L 1224 1000L 1225 1000L 1226 1000L 1227 1000L 1228 1000L 1229 1000L 1230 1000L 1231 1000L 1232 1000L 1233 1000L 1234 1000L 1235 1000L 1236 1000L 1237 1000L 1238 1000L 1239 1000L 1240 1000L 1241 1000L 1242 1000L 1243 1000L 1244 1000L 1245 1000L 1246 1000L 1247 1000L 1248 1000L 1249 1000L 1250 1000L 1251 1000L 1252 1000L 1253 1000L 1254 1000L 1255 1000L 1256 1000L 1257 1000L 1258 1000L 1259 1000L 1260 1000L 1261 1000L 1262 1000L 1263 1000L 1264 1000L 1265 1000L 1266 1000L 1267 1000L 1268 1000L 1269 1000L 1270 1000L 1271 1000L 1272 1000L 1273 1000L 1274 1000L 1275 1000L 1276 1000L 1277 1000L 1278 1000L 1279 1000L 1280 1000L 1281 1000L 1282 1000L 1283 1000L 1284 1000L 1285 1000L 1286 1000L 1287 1000L 1288 1000L 1289 1000L 1290 1000L 1291 1000L 1292 1000L 1293 1000L 1294 1000L 1295 1000L 1296 1000L 1297 1000L 1298 1000L 1299 1000L 1300 1000L 1301 1000L 1302 1000L 1303 1000L 1304 1000L 1305 1000L 1306 1000L 1307 1000L 1308 1000L 1309 1000L 1310 1000L 1311 1000L 1312 1000L 1313 1000L 1314 1000L 1315 1000L 1316 1000L 1317 1000L 1318 1000L 1319 1000L 1320 1000L 1321 1000L 1322 1000L 1323 1000L 1324 1000L 1325 1000L 1326 1000L 1327 1000L 1328 1000L 1329 1000L 1330 1000L 1331 1000L 1332 1000L 1333 1000L 1334 1000L 1335 1000L 1336 1000L 1337 1000L 1338 1000L 1339 1000L 1340 1000L 1341 1000L 1342 1000L 1343 1000L 1344 1000L 1345 1000L 1346 1000L 1347 1000L 1348 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1000L 1713 1000L 1714 1000L 1715 1000L 1716 1000L 1717 1000L 1718 1000L 1719 1000L 1720 1000L 1721 1000L 1722 1000L 1723 1000L 1724 1000L 1725 1000L 1726 1000L 1727 1000L 1728 1000L 1729 1000L 1730 1000L 1731 1000L 1732 1000L 1733 1000L 1734 1000L 1735 1000L 1736 1000L 1737 1000L 1738 1000L 1739 1000L 1740 1000L 1741 1000L 1742 1000L 1743 1000L 1744 1000L 1745 1000L 1746 1000L 1747 1000L 1748 1000L 1749 1000L 1750 1000L 1751 1000L 1752 1000L 1753 1000L 1754 1000L 1755 1000L 1756 1000L 1757 1000L 1758 1000L 1759 1000L 1760 1000L 1761 1000L 1762 1000L 1763 1000L 1764 1000L 1765 1000L 1766 1000L 1767 1000L 1768 1000L 1769 1000L 1770 1000L 1771 1000L 1772 1000L 1773 1000L 1774 1000L 1775 1000L 1776 1000L 1777 1000L 1778 1000L 1779 1000L 1780 1000L 1781 1000L 1782 1000L 1783 1000L 1784 1000L 1785 1000L 1786 1000L 1787 1000L 1788 1000L 1789 1000L 1790 1000L 1791 1000L 1792 1000L 1793 1000L 1794 1000L 1795 1000L 1796 1000L 1797 1000L 1798 1000L 1799 1000L 1800 1000L 1801 1000L 1802 1000L 1803 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AECOM

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SHEET TOTAL: 001

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CHECKED BY: DP
DRAWN BY: NCT
REVISIONS: 00

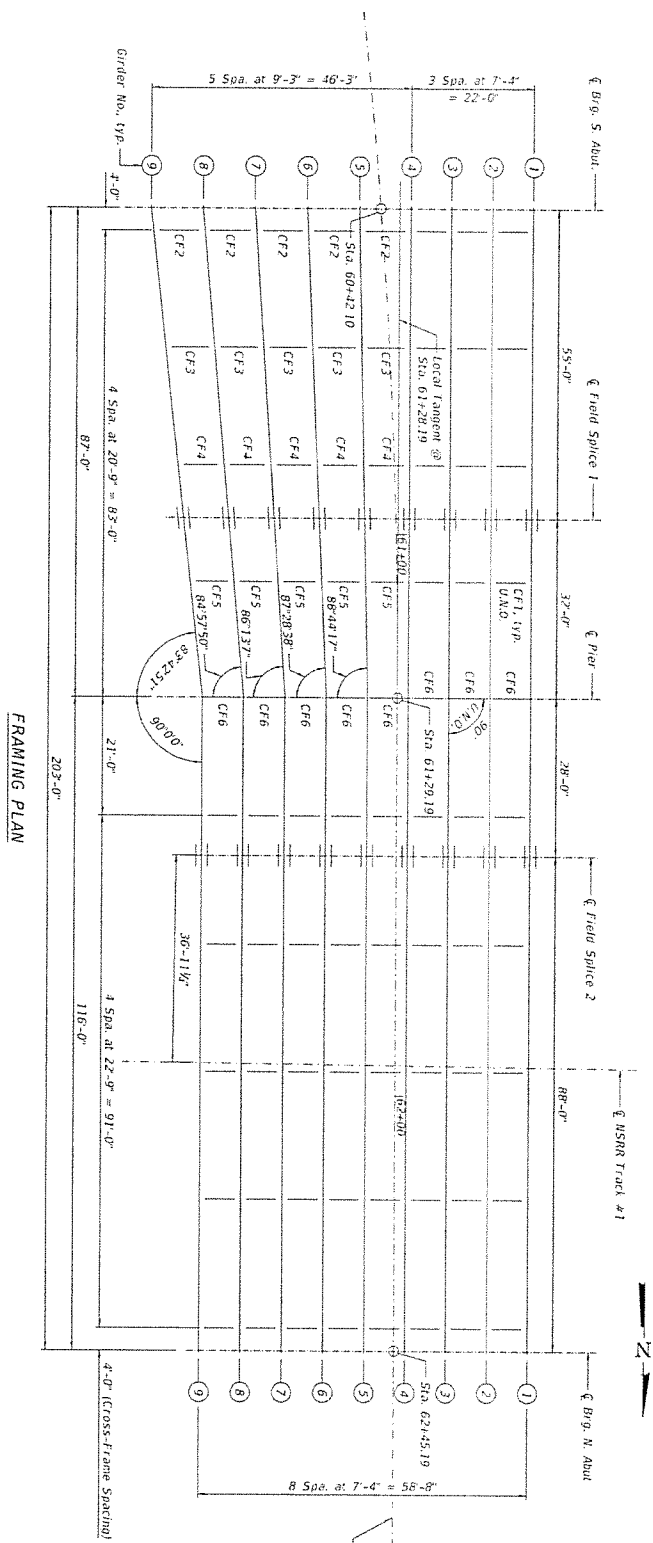
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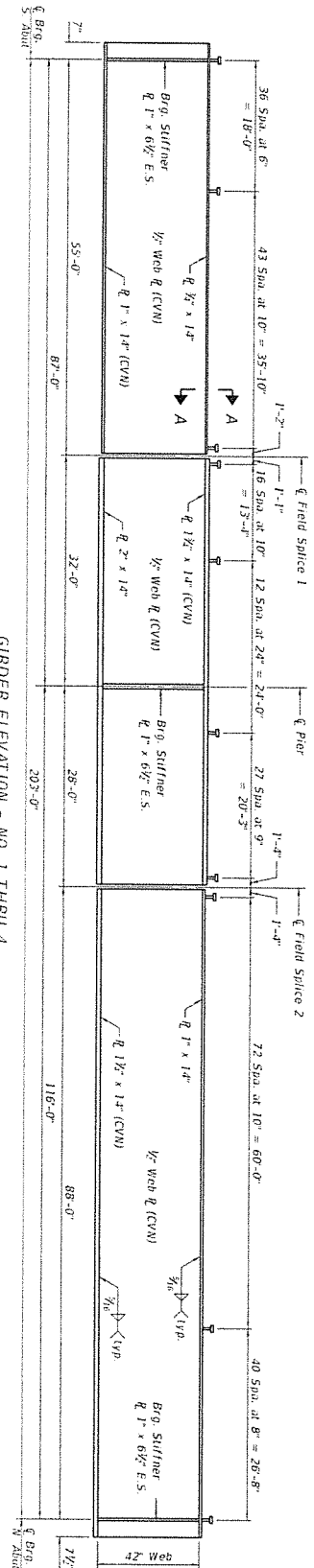
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

FRAMING PLAN
STRUCTURE NO. 058-9202
SHEET NO. 01 OF 01 SHEETS

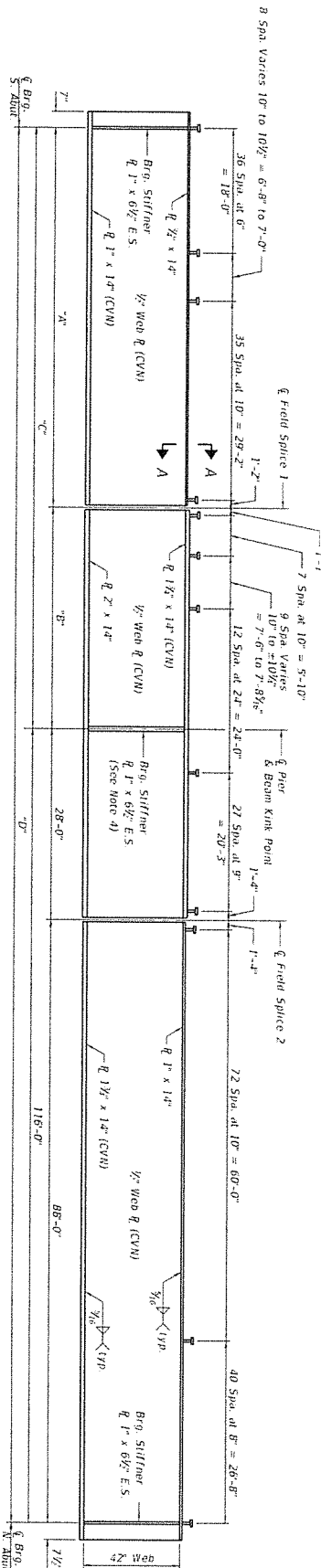
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CONTRACT NO. 058-9202





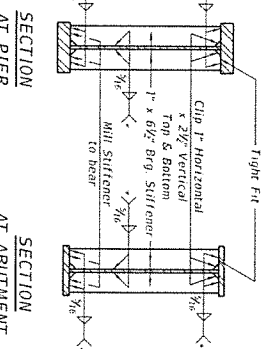
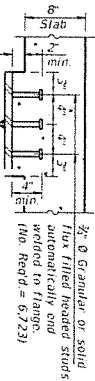
GIRDER ELEVATION - NO. 1 THRU 4



GIRDER ELEVATION - NO. 5 THRU 9

FLARED GIRDER DIMENSIONS

Girder	Dim. "A"	Dim. "B"	Dim. "C"	Dim. "D"
(1)	55'-0 1/2"	32'-0 1/2"	87'-0 1/2"	203'-0 1/2"
(2)	55'-0 1/2"	32'-0 1/2"	87'-1"	203'-1"
(3)	55'-1 1/8"	32'-0 1/2"	87'-2 1/4"	203'-2 1/4"
(4)	55'-2 1/8"	32'-1 1/2"	87'-4 1/8"	203'-4 1/8"
(5)	55'-4"	32'-2 1/4"	87'-6 1/4"	203'-6 1/4"



- NOTES:
1. "CVN" denotes Charpy-V-notch impact energy requirements, zone 2.
 2. All structural steel shall be AASHTO M270 Grade 50.
 3. E.S. = Each Side.
 4. Place bearing plate on tangent section of girder just north of beam kink point.

AECOM

DESIGNED BY	REVIEWED BY	DATE
DESIGNED BY	REVIEWED BY	DATE
DESIGNED BY	REVIEWED BY	DATE

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

GIRDER ELEVATIONS
STRUCTURE NO. 058-9202

SHEET NO. 51-21 OF 34-35 SHEETS

DATE: 10/1/2010

FILE NAME: C:\AECOM\Illinois\Structure\058-9202\Drawings\058-9202-51-21.dwg

PROJECT NO. 058-9202

SECTION: 105-21

CONTRACT NO. 95031

GIRDER MOMENT & REACTION TABLES
STRUCTURE NO. 058-9202

TAU RATE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO
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		CONTRACT NO. 95693		

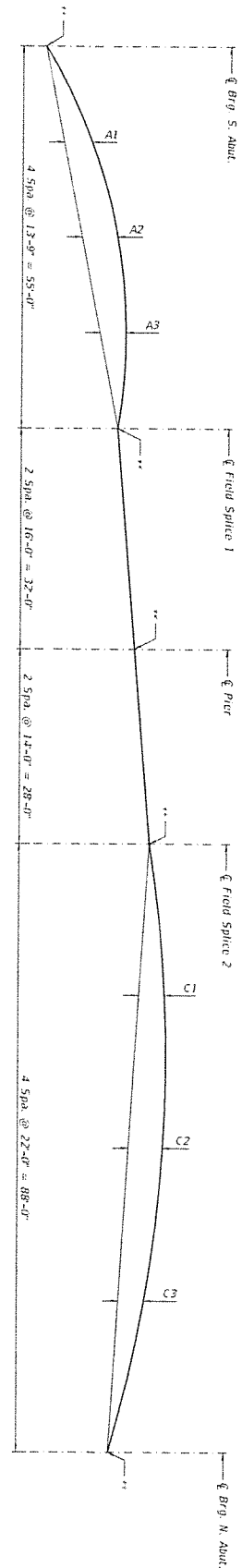
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*f*₅ DC1: according to Article A6.1.1 or A6.1.2 (kg/cm²),
the change for controlling steel
flange due to vertical non-composite steel flange as calculated
below (ksi).

*f*₅ DC2: non-composite stress at edge of flange for controlling steel
flange (ksi).

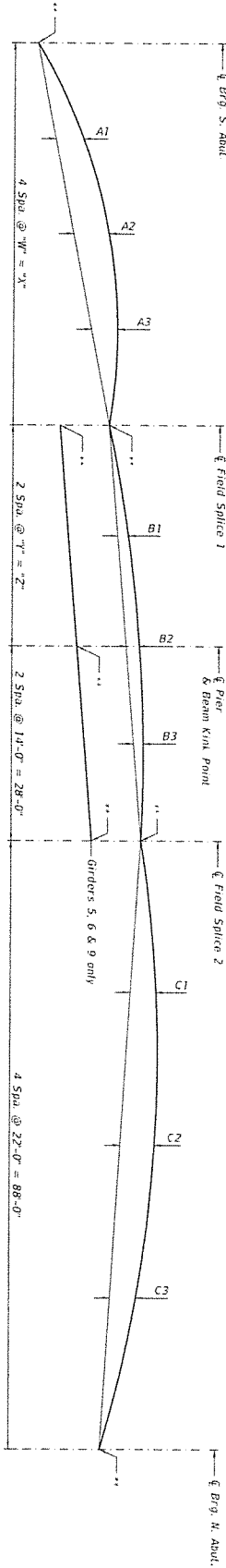
*f*₅ DC3: non-composite stress at edge of flange for controlling steel
flange due to vertical composite steel flange as calculated
below (ksi).

*f*₅ DW: non-composite stress at edge of flange for controlling steel
flange (ksi).



CAMBER DIAGRAM - GIRDERS 1 THRU 4
Top of Web Elevations

Girder	A1	A2	A3	B1	B2	B3	C1	C2	C3
(1)	1 1/2"	2 1/2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"
(2)	1 1/2"	2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"
(3)	1 1/2"	2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"
(4)	1 1/2"	2 1/2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"



CAMBER DIAGRAM - GIRDERS 5 THRU 9
Top of Web Elevations

Girder	A1	A2	A3	B1	B2	B3	C1	C2	C3	W"	X"	Y"	Z"
(5)	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"	13'-0 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
(6)	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"	13'-0 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
(7)	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"	13'-0 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
(8)	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"	13'-0 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
(9)	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3 1/2"	5 1/2"	3 1/2"	13'-0 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"

CAMBER DIMENSIONS
GIRDERS 5 THRU 9

TOP OF WEB ELEVATIONS			
Girder	Brig. S. Abut.	Splice 1	Splice 2
(1)	701.55	702.51	702.84
(2)	701.68	702.65	702.98
(3)	701.81	702.80	703.13
(4)	701.94	702.94	703.27
(5)	701.94	702.88	703.20
(6)	701.73	702.72	703.05
(7)	701.53	702.56	702.86
(8)	701.33	702.45	702.66
(9)	701.42	702.57	702.91

1. For Fabrication only

AECOM

100% Design
Final Design
Construction

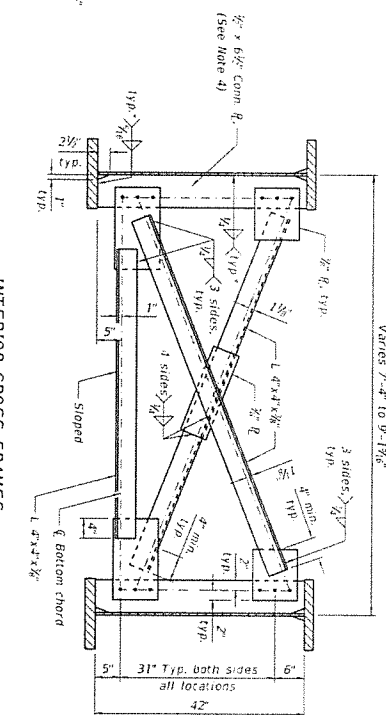
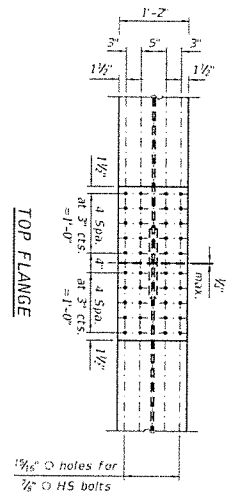
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CHECKED BY
APPROVED BY

DESIGNED BY
CHECKED BY
APPROVED BY

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

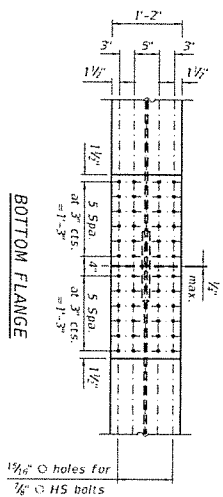
GIRDER CAMBER DIAGRAM
STRUCTURE NO. 058-9202

SECTION
DRAWN BY
CHECKED BY
APPROVED BY



(180 Required)

Note: Two hardened washers required for each set of oversized holes.

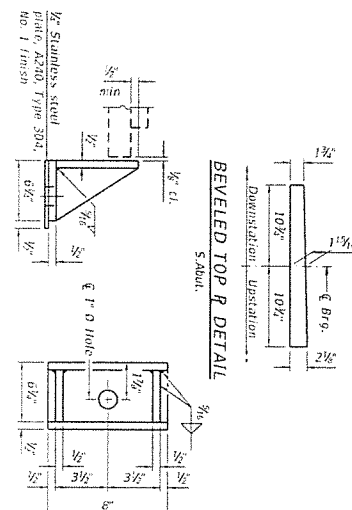


(9 Required)

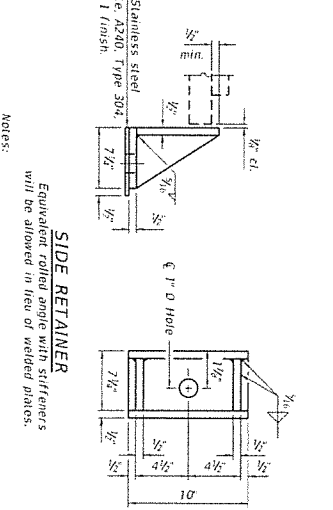
(9 Required)

1. *CANV* deletes Clarity 9-Notch Impact energy requirements, zone 2.
2. All structural steel shall be A572M 50/60 grade 50.
3. All cross frames shall be installed on steel is erected and secured with erection pins and bolts except as otherwise noted. Individual cross frames at supports may be temporarily disconnected to install bearing anchor rods.
4. Connection plate for cross-frames CF1 thru CF5. For CF6, connect cross frame members to $1\frac{1}{2}'' \times 6\frac{1}{2}''$ pier bearing stiffener.

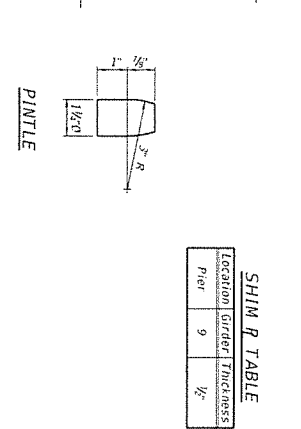
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STRUCTURE NO. 058-9202		SECTION	
SHEET NO. 058-9202		TOTAL SHEETS	
CONTRACT NO. 058-9202		DATE	
PROJECT NO. 058-9202		TOTAL SHEETS	
SHEET NO. 058-9202		DATE	



TYPE I ELASTOMERIC EXPANSION BEARING AT SOUTH ABUTMENT



TYPE I ELASTOMERIC EXPANSION BEARING AT NORTH ABUTMENT



FIXED BEARING AT PIER

Abstract

Location	Girder	Thickness
Pier	9	$\frac{1}{2}$ "

Item	Unit	Total
Elastomeric Escoring Assembly Type I	Each	18
Anchor Bolt's, $\frac{1}{2}$ "	Each	36
Anchor Bolt's, $1\frac{1}{2}$ "	Each	18

Notes:

The structural steel plates of the Bearing Assembly shall conform to the requirements of AASHTO M270 Grade 50.

Anchor bolts shall be ASTM F1554 all-thread for 30 Engineer-approved alternative material of the grades and diameters specified. The corresponding specified grade of AASHTO M 314 anchor bolts may be used in lieu of ASTM F1554.

Anchor bolts shall be according to Article 521.06 of the Standard Specifications.

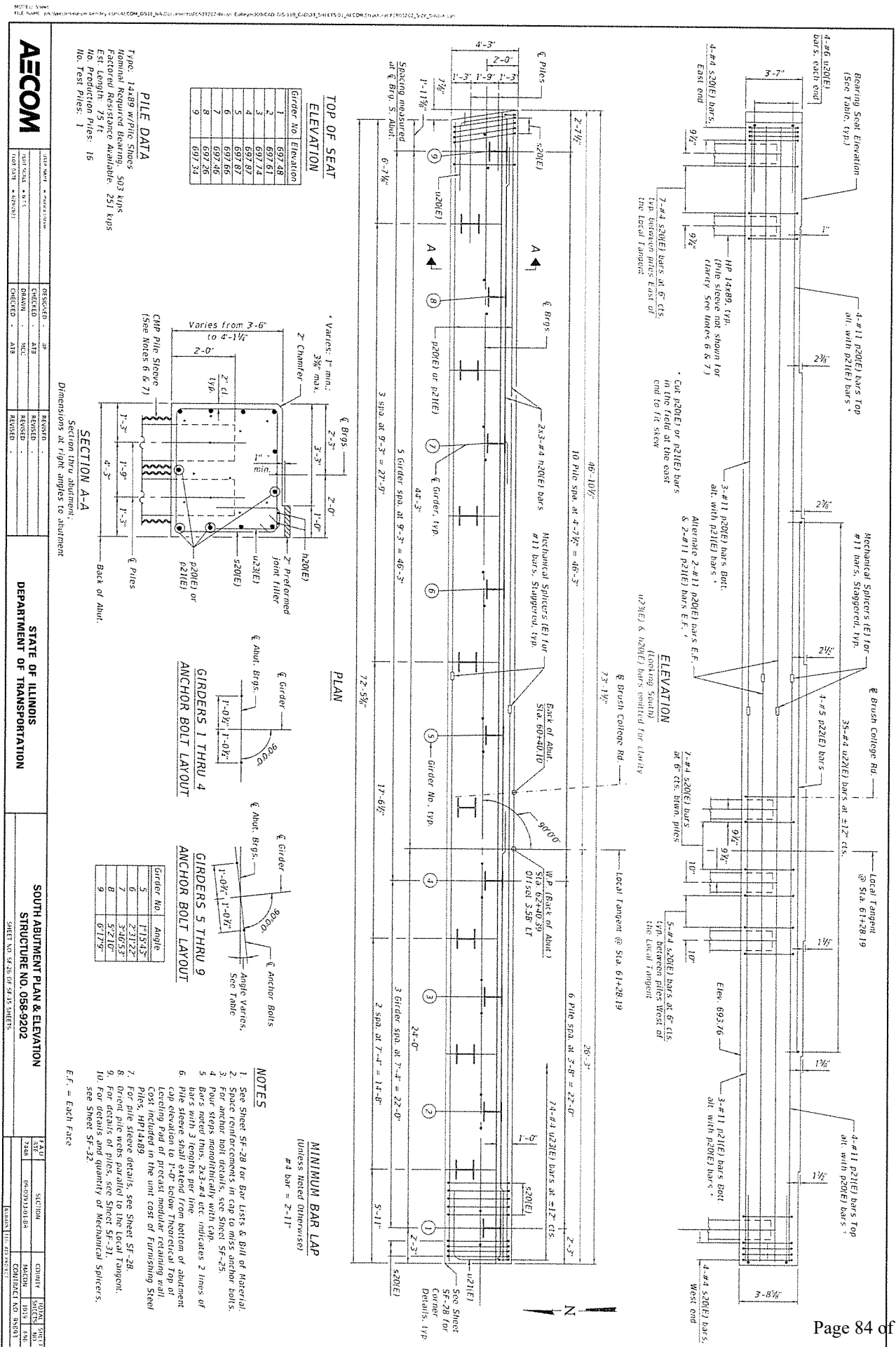
State retainers and stainless steel plates shall be included in the cost of Elastomeric Bearing Assembly, Type I.

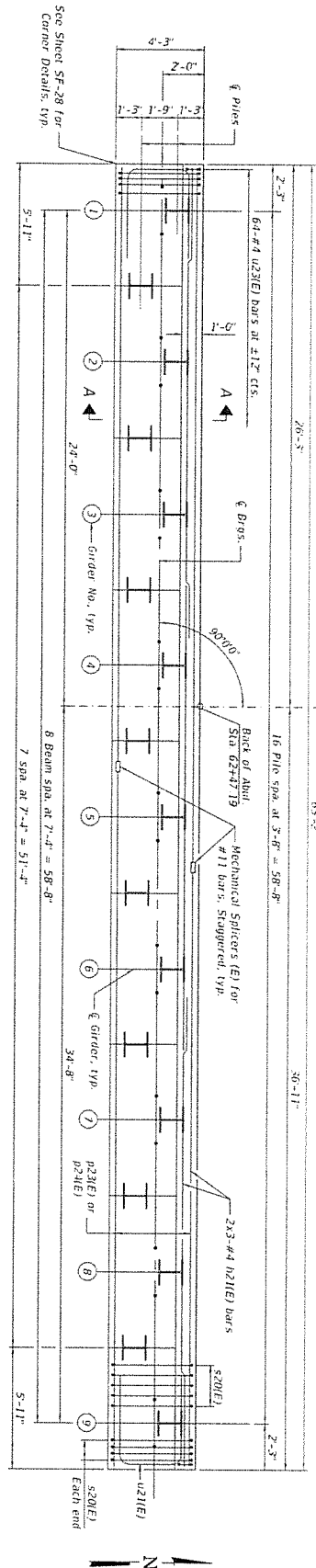
Anchor bolts and side retainers at all supports shall be installed as each member is erected unless an equivalent temporary means of lateral restraint is used.

Two % in. adjusting shims shall be provided for each bearing in addition to all other plates or shims and placed as shown on bearing details.

Fixed Bearing Assembly included in Turnishing and Erecting Structural Steel.

BILL OF MATERIAL[illegible]



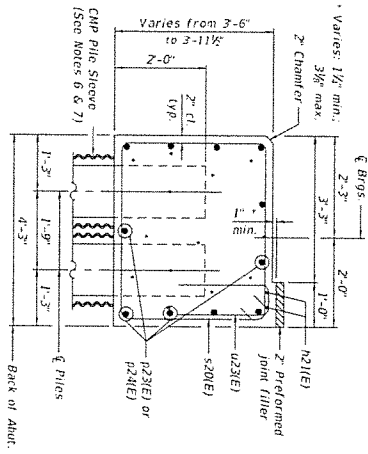


Girder No.	Elevation
1	698.36
2	698.51
3	698.65
4	698.80
5	698.74
6	698.59
7	698.44
8	698.34
9	698.44

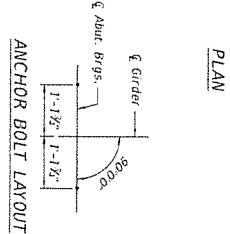
TOP OF SEAT
ELEVATION

PILE DATA

Type: 14x89 w/Pile Shoes
Nominal Required Bearing: 526 kips
Factored Resistance Available: 224 kips
Est. Length: 80 ft.
No. Production Piles: 16
No. Test Piles: 1



SECTION A-A
Section thru abutment:
Dimensions at right angles to abutment



PLAN

MINIMUM BAR LAP
(Unless Noted Otherwise)

1. See Sheet SF-28 for Bar Lists & Bill of Material
2. Specify reinforcement in cap to miss anchor bolts
3. For anchor bolt details, see Sheet SF-25.
4. Pour slabs monolithically with cap.
5. Bars noted thus, 2-3-#4 etc. indicates 2 lines of bars with 3 lengths per line.
6. Pile steel shall extend from bottom of abutment cap elevation to 1'-0" below theoretical Top of Landing Pad of precast modular retaining wall. Cost included in the Unit Cost of Furnishing Steel Piles, HP14x69.
7. For pile steel details, see Sheet SF-28.
8. Urden job webs parallel to the E. of Travis College Rd.
9. For details of piles, see Sheet SF-31.
10. For details and quantity of Mechanical Splicers, see Sheet SF-32.

E.F. = Each Face

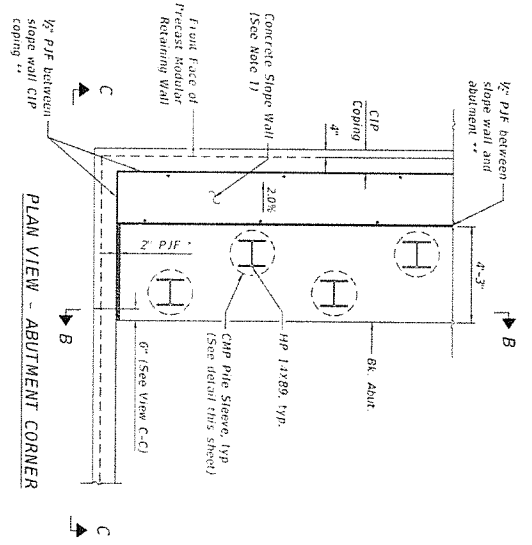
Girder No.	Elevation
1	698.36
2	698.31
3	698.65
4	698.60
5	698.74
6	698.74
7	698.44
8	698.34
9	698.44

Type	14x89 w/Pile Shoes
Hominal Required Bearing	526 kips
Factored Resistance Available	224 kips
Est. Length	80 ft.
No. Test Piles	16

SECTION	ABUTMENT	PILES	ANCHOR BOLTS
1	2	3	4

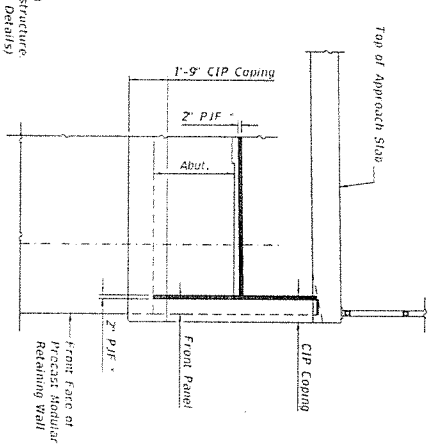
MINIMUM BAR LAP	UNLESS NOTED OTHERWISE
#4 bar = 2'-1"	

NOTES
1. See Sheet SF-28 for Bar Lists & Bill of Material.
2. Space reinforcements in cap to miss anchor bolts.
3. For anchor bolt details, see Sheet SF-25.
4. Pour steps monolithically with cap.
5. Bars noted thus, 2x3-#4 etc. indicates 2 lines of bars with 3 lengths per line.
6. Pile sleeve shall extend from bottom of abutment leveling pad of nearest modular retaining wall.
7. For pile sleeve details, see Sheet SF-28.
8. Orient pile webs parallel to the E. Brush College Rd.
9. For details of piles, see Sheet SF-31.
10. For details and quantity of Mechanical Splicers, see Sheet SF-32.



* Cost included in Concrete Superstructure (See Diagram Details)
 ** Cost included in Slope Wall 4 inch.

SECTION B-B



5. ABUT.

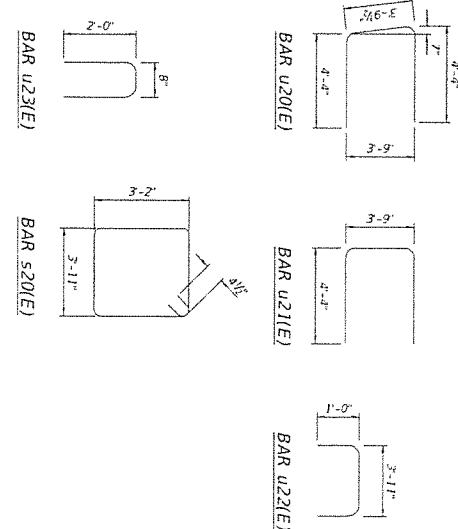
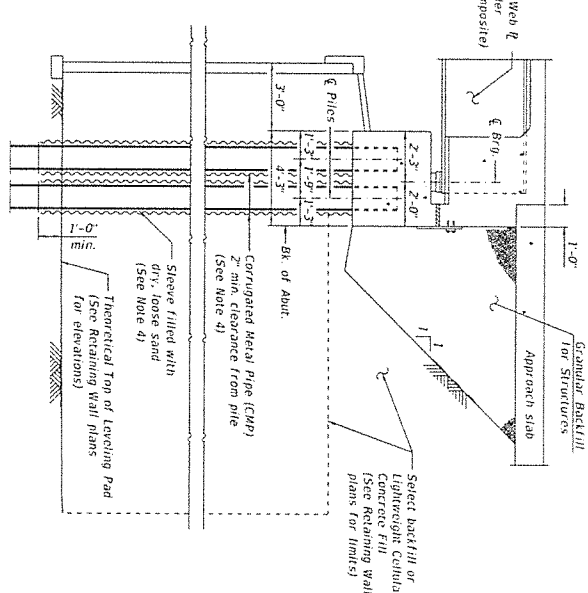
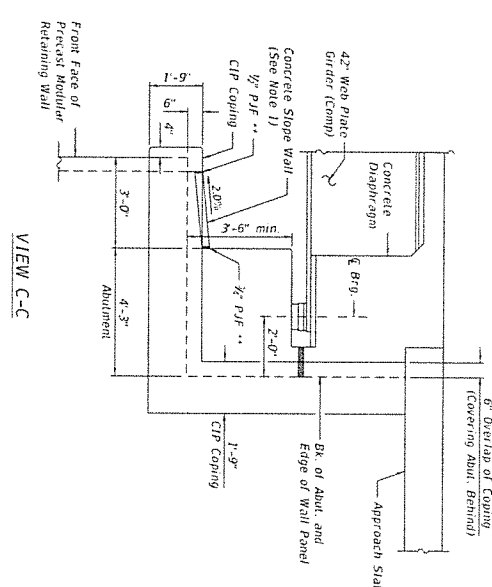
BILL OF MATERIAL

Bar	No.	Size	Length	Shape
020(E)	6	#4	26'-3"	
020(E)	11	#11	35'-0"	
020(E)	11	#11	37'-10"	
020(E)	4	#5	33'-8"	
020(E)	108	#4	14'-11"	
020(E)	4	#6	12'-6"	
020(E)	35	#4	5'-11"	
020(E)	14	#4	4'-8"	
Concrete Structures		Cu. Yd.	44.5	
Reinforcement Bars		Pound	6,100	
Epoxy Coated		Foot	1,200	
Furnishing Steel		Foot	1,200	
Piles HP 14x89		Foot	1,200	
Driving Piles		Each	1	
Test Pile HP14x89		Each	1	
Pile Shoes		Each	17	

N. ABUT.

BILL OF MATERIAL

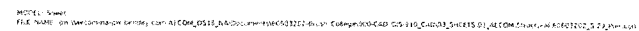
Bar	No.	Size	Length	Shape
020(E)	6	#4	22'-11"	
020(E)	11	#11	29'-0"	
020(E)	11	#11	35'-10"	
020(E)	4	#5	14'-4"	
020(E)	88	#4	14'-11"	
020(E)	8	#6	12'-5"	
020(E)	15	#4	5'-11"	
020(E)	64	#4	4'-8"	
Concrete Structures		Cu. Yd.	37.3	
Reinforcement Bars		Pound	5,110	
Epoxy Coated		Foot	1,280	
Furnishing Steel		Foot	1,280	
Piles HP 14x89		Foot	1,280	
Driving Piles		Each	1	
Test Pile HP14x89		Each	1	
Pile Shoes		Each	17	



- NOTES:**
- Slope wall shall be reinforced with welded wire fabric, 6 in. x 6 in. - W40 x W40, weighing 58 lbs. per 100 sq. ft. Cost included in Slope Wall 4 inch pay item.
 - See Retaining Wall Plans for CIP coping details.
 - See Sheet SF-14 for diaphragm details.
 - Cost of CIP pile sleeve and filling annulus with dry, loose sand shall be included in cost of Furnishing Steel Piles, HP 14x89.
 - For details of Piles, see Sheet SF-31.
 - See Sheet SF-26 and SF-27 for pile spacing.

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 PLOT UNIT: INCHES

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DATE	NAME	ADDRESS
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0002	STATE	ZIP

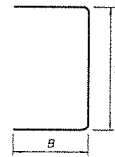
DESIGNED -	JP
CHECKED -	ATB
DRAWN -	ME
CHECKED -	ATB

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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

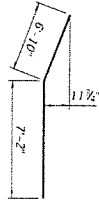
PIER DETAILS
STRUCTURE NO. 058-9202

FAU ST.	SECTION	COUNTRY	TOTAL SHEETS	SHE AND
744B	09-03911-01-BR	MACON	1019	706
		CONTRACT NO 95R03		



Dist	A	B
530(E)	4'-0"	10'-5"
531(E)	4'-0"	3'-5"
532(E)	3'-0"	4'-2"
531(E)	3'-0"	1'-0"
130(E)	10'-8"	2'-0"
131(E)	10'-8"	2'-0"

BARS s30(E), s31(E), s32(E),
u31(E), l30(E) & l31(E)

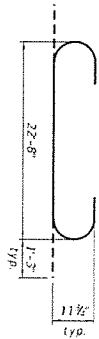


BAR p31(E)

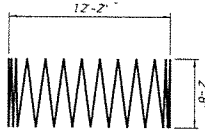


Bar	D
P32(E)	2.2'-0"
P33(E)	3.9'-8"
W30(E)	2.9'-9"

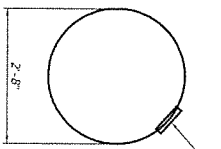
BARS p32(E).
p33(E) & w30(E)



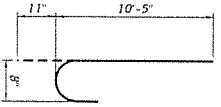
BAR v30(E)



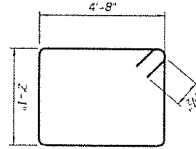
BAR SP30(E)



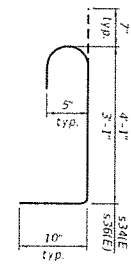
- Shop welded per AWS D1.4 or mechanically spliced; cost included in Reinforcement Bars Epoxy Coated



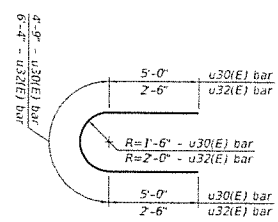
BAR n30(E)



BAR s33(E)



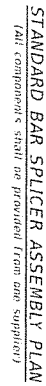
BAR 534(E)
BAR 536(E)



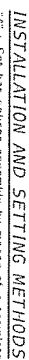
BAR u30(E)
BAR u32(E)

Bar	Size	Length	Shape
3030E1	3/2	46	4-6"
3030E2	3/2	46	4-6"
3030E3	10	45	26-6"
3030E4	10	45	35-6"
3030E5	1	45	1-4"
3030E6	3	45	4-7-4"
3030E7	1/6	49	11-4"
3030E8	9	410	51-6"
3030E9	16	410	43-6"
3030E10	16	410	41-6"
3030E11	58	49	24-10"
3030E12	58	49	10-10"
3030E13	312	45	10-10"
3030E14	312	45	14-5"
3030E15	928	47.5	5-6"
3030E16	75	45	6-5"
3030E17	75	45	4-6"
3030E18	5	45	12-2"
3030E19	95	48	14-6"
3030E20	55	46	14-6"
3030E21	14	46	14-6"
3030E22	15	45	5-6"
3030E23	32	46	11-4"
3030E24	49	49	23-2"
3030E25	48	48	31-5"
Structural Extraction		Cd	129
Concrete Structures		Cd	1921
Reinforcement Bars		Cd	1921
Concrete Stud		Pound	45,040
Furnishing Steel		Foot	1,674
Piles #14x89		Foot	1,674
Drilling piles		Foot	1,674
Test Pile		Each	1
Steel #14x89		Each	28

BILL OF MATERIAL



Embedment splicer bar length = min. lap length + 12" + embed length



STANDARD MECHANICAL SPLICER

Location	Bar size	No. assemblies required
S. Abut.	#11	11
N. Abut.	#11	11
Pier Cap	#15	10
Pier Cap	#10	16
Pier Crashwall	#6	64

BSD-1

AECOM

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION					
BAR SPICER ASSEMBLY & MECHANICAL BAR SPICER DETAILS					
STRUCTURE NO. 058-9202					
SHEET NO.	OF TOTAL SHEETS	DATE	DRAWN BY	CHECKED BY	APPROVED BY
1488	69-07-01-04-08	08/02/00	DRS	MCC	ATG
PROJECT NO. 05-07-01-04-08					
CONTRACT NO. S-8583					

SOIL BORING LOG

SOIL BORING LOG

Page 1 of 2
 Project #: 313516
 Date: 04/21/13

ROUTE	DESCRIPTION	BRUSH COLLEGE ROAD	LOGGED BY
SECTION	LOCATION	SECTION II	CIA HQ CH JM

[illegible]

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Budge, S-Shear, P-Penetration) The Standard Penetration Test (SPT) N Value is per (AA-SHTC T268)

0665 137 (2005)



SOIL BORING LOGS I	FAU	SECTION	COUNTY	TOTAL SHEETS
STRUCTURE NO. 058-9202	7448	09-09931-01-B2	MACON	1019
CONTACT NO. 901-233-7000				

[illegible]



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Projects Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad’s Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.

Norfolk Southern Railway Company



- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal

clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.



- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

Norfolk Southern Railway Company



needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

Norfolk Southern Railway Company



8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.

- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from

Norfolk Southern Railway Company



bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
 NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:

Norfolk Southern Railway Company



- (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
 - i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
 - j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.
 - B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
 - C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original electronic Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.
- | | |
|------------------------|---|
| <p><u>SPONSOR:</u></p> | <p><u>RAILROAD:</u></p> <p>Risk Management
 Norfolk Southern Corporation and its subsidiaries
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 NSRISK3@NSCORP.COM</p> |
|------------------------|---|
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**
2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Corporation and its subsidiaries, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original or certified true electronic countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Norfolk Southern Railway Company



17. PROJECT INFORMATION

A. Date:	<u>May 28, 2021</u>
B. NS File No.:	<u>BR1113299</u>
C. NS Milepost:	<u>IT-43.53</u>
D. Sponsor's Project No.:	<u></u>

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	City of Decatur, Illinois
Project Description:	Brush College Rd. Grade Separation
Location:	Decatur, Macon County, IL
Project No.:	TBD
Milepost:	Milepost IT-43.53
File:	BR1113299
Date:	May 21, 2021

SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	219,369
ITEM C - Accounting	1,524
ITEM D - Flagging Services	121,625
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	257,988
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 600,506

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ -

EXHIBIT D**ITEM B - Construction Engineering**

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	120 Hours @ \$60 / hour=	7,200
Labor Additives:		5,658
Travel Expenses:		2,000
Services by Contract Engineer:		204,511
NET TOTAL - ITEM B		\$ 219,369

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	5 Hours @ \$30 / hour=	150
Accounting Additives:		124
NET TOTAL - ITEM C		\$ 1,524

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	1 Flagging Foreman	
	104 days @ 390.00 per day=	40,560
	(based on working 12 hours/day)	
Labor Additive:		75,365
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	6 months @ \$950/month=	5,700
NET TOTAL - ITEM D		\$ 121,625

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical Changes

	(see attached summary)	
Material:		120,000
Labor:		49,260
Purchase Services:		14,503
Other:		74,225
NET TOTAL - ITEM F		\$ 257,988

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
D&C (Lump Sum):	(see attached summary)	0
NET TOTAL - ITEM G		\$ -

ITEM H - T-CUBED

Lump Sum	(see attached summary)	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (05/21/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

Detailed Estimate for Grade Crossing Warning Devices

City/State: DECATUR, IL
 MilePost: IT-43.6
 State Proj. No.:
 S&E Proj. No.: 04.0538
 Man Days: 108

Road: BRUSH COLLEGE RD.
 DOT/AAR: 328516E
 County: MACON
 File Number: 061-04.0284

Purchases - Others	
Meals and Lodging:	\$16,195.08
Rental of Equipment:	\$22,138.61
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 18 Days)	
Construction Supervision Vehicle:	\$3,386.46
Purchases - Other Total:	\$41,720.15
Material And Additives	
Material Cost:	\$100,000.00
Sales and Use Tax:	\$10,000.00
Material Handling Freight:	\$10,000.00
Material Total:	\$120,000.00
Labor And Additives	
Labor Cost:	\$38,124.00
(6 man crew at \$2,118.00 a day for: 18 days)	
Payroll Tax & Overheads:	\$32,504.52
Preliminary Engineering:	\$14,503.02
Construction Supervision:	\$11,136.02
Labor Total:	\$96,267.56
Project Cost:	\$257,987.71
Scrap / Salvage Credit:	\$0.00
Project Total:	\$257,988.00

Estimated on: 21-May-21

Estimated by: uegbb

Estimate valid for 1 year from date of estimate

APPENDIX A

PRIOR COUNCIL ACTION:

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

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

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

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

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.

Public Works

DATE: 11/4/2021

MEMO: 2021-86

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing an Agreement with the State of Illinois for the Improvements to William Street Bridge (IL 105) Street Lighting.
City Project 2021-02 Section No. 21-00102-00-LT

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items related to the improvement to William Street (IL 105) Bridge over Lake Decatur:

1. Resolution authorizing an agreement with the State of Illinois for the electrical service and street lighting replacement on the William Street (IL 105) Bridge over lake Decatur. The Agreement is for \$44,900. This Resolution is Exhibit A in the City-State Agreement.
2. Resolution appropriating \$44,900 in State Motor Fuel Tax Funds to pay for the replacement of the electrical service and street lighting on the William Street (IL 105) Bridge as outlined in the City-State Agreement.

BACKGROUND:

William Street (IL 105) Bridge Replacement

In 2021, the City was informed by the Illinois Department of Transportation (IDOT) of their intention to replace the William Street Bridge superstructure over Lake Decatur. The work includes the replacement of the approach pavement, bridge beams, deck and parapet walls, street lighting, and shoreline protection. The work will be phased to allow for one lane traffic in each direction.

Street lighting within the City limits is under the jurisdiction of the City. When possible, the City contracts with Ameren Illinois to own and maintain but in the case of specialty lighting, the electrical service, light and pole is owned and maintained by the City. Streetlighting attached to bridge structures fall under the category of City owned and maintained. The IDOT project will replace the existing streetlights and electrical service to match what is currently on the bridge, Attachment A shows the location of the lighting. Streetlighting on bridges is not a requirement of the State.

City-State Agreement

The City - State Agreement includes the following items:

1. Clauses 3 and 4 state that the City will pass a resolution appropriating sufficient funds for the project. This estimated cost is identified as \$44,900 with a provision to provide the additional funds necessary to cover the actual costs. The City proposes to use \$44,900 in State Motor Fuel Tax funds to pay for the highway lighting replacement.
2. Clause 5 through Clause 7 relate to utilities in the right-of-way and utility relocation requirements. There are no City owned utility relocations expected on this project.
3. Clause 8 through Clause 9 outline the maintenance responsibilities of the City and the State for the roadway and street lighting. There are currently no changes of responsibility proposed, the City will own and maintain the lights.

The preliminary plans are on file in the Public Works Department. The final plans will be provided to and approved by the Public Works Department prior to bidding by the State.

PRIOR COUNCIL ACTION: There have been no Prior Council actions on this item.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Operating Funds: Funding for the proposed project will be \$44,900 from State MFT funds.

Staffing Impact: The Illinois Department of Transportation will manage this project. There will be limited City staff involvement.

Attach: 3

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement wit the State of Illinois for the Improvements to William Street Bridge (IL 105) Street Lighting	Cover Memo

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR THE IMPROVEMENTS TO WILLIAM STREET BRIDGE (IL 105) STREET
LIGHTING
CITY PROJECT 2021-02
SECTION NO. 21-00102-00-LT**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of the structures carrying FAP 741 (IL 105) over Lake Decatur, known as State Section (12B-1)BR and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the improvement of the structures carrying FAP 741 (IL 105) over Lake Decatur and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$44,900.

Section 3. That the CITY OF DECATUR has appropriated the sum of Forty Four Thousand, Nine Hundred Dollars (\$44,900) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT; and

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

Section 6. 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 15th day of November, 2021.

ATTEST: (SEAL)

JULIE MOORE WOLFE, MAYOR

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Kim L. Althoff, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on November 15, 2021

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey P. Myers, P.E.
Region Four Engineer

Date

EXHIBIT 1

FAP 741 (IL 105)
Section: (12B-1)BR
CITY Section: 21-00102-00-LT
Macon County
Job No.: C-97-126-12
Agreement No.: JN 722 001
Contract No.: 74596

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2021, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of replacing the superstructure of the bridge carrying FAP 741 (IL 105) over Lake Decatur (Structure Number 058-0047/058-0048), State Section (12B-1)BR, CITY Section 21-00102-00-LT. Proposed work includes replacement of the bridge superstructure and bridge approach pavement, armoring of the existing abutments, highway lighting improvements and all other work necessary to complete the section in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	FEDERAL		STATE		CITY		Total
	Cost	%	Cost	%	Cost	%	
All construction costs excluding the following:	\$7,368,000	80	\$1,842,000	20	\$ 0	NA	\$9,210,000
Highway Lighting Improvements	\$ 0	NA	\$ 0	NA	\$39,000	100	\$39,000
<i>Subtotal</i>	<i>\$7,368,000</i>		<i>\$1,842,000</i>		<i>\$39,000</i>		<i>\$9,249,000</i>
P&C Engineering (15%)	\$1,105,200		\$276,300		\$5,900		\$1,387,400
Total	\$8,473,200		\$2,118,300		\$44,900		\$10,636,400

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.

The CITY further agrees that upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the CITY, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

5. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

6. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
7. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
8. Upon final field inspection of the improvement and so long as FAP 741 (IL 105) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the dual combined structures including the median and the two (2) 12-foot wide through traffic lanes on each structure along with curb and gutter adjacent to said lanes.
9. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including CITY owned utilities including appurtenances thereto and highway lighting including furnishing the electrical energy therefore.
10. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
11. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
12. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of DECATUR

Attest:

Clerk

(SEAL)

By: _____
Julie Moore Wolfe
Mayor, City of Decatur

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey P. Myers, P.E.
Region Four Engineer

Date: _____

Public Works

DATE: 11/8/2021

MEMO: 2021-86

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement to the William Street Bridge (IL 105) over Lake Decatur by Municipality under the Illinois Highway Code
City Project 2021-02 Section No. 21-00102-00-LT

ATTACHMENTS:

Description	Type
Resolution to Appropriate State MFT Tax Funds to pay the City's Portion for the Improvmnt to the william St Bridge (IL 105) over Lake Decatur by Municipality under the IL Hwy Code	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE STATE MOTOR FUEL TAX FUNDS TO PAY THE
CITY'S PORTION FOR THE IMPROVEMENT TO THE WILLIAM STREET BRIDGE (IL
105) OVER LAKE DECATUR BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY
CODE
CITY PROJECT 2021-02
SECTION NO. 21-00102-00-LT**

**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 \$44,900 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the William Street (IL 105) bridge superstructure replacement project , are eligible for State Motor Fuel Tax funds and shall be designated as Section 21-00102-00-LT.

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 four certified copies of original BLR 09110 forms, attached hereto as Exhibit 1 and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 15th day of November 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
of Decatur, County of Macon
(City, Town or Village)
hereby certify the attached Resolution No. _____ to be a true, perfect and complete copy of a resolution adopted by
the City Council at a meeting on November 15, 2021
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of November, 2021.

(SEAL) _____ City Clerk
(City, Town or Village)

Approved _____ Regional Engineer Department of Transportation _____ Date
--



**Illinois Department
of Transportation**

**Resolution for Improvement
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Resolution Number

Section Number

Original

21-00102-00-LT

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
William Street, IL 105	058-0047	FAP 741	William St, IL 105	Lake Decatur

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Replacement of the street lighting and electrical service during the bridge superstructure replacement

2. That there is hereby appropriated the sum of Forty-Four Thousand, Nine Hundred and 00/100

Dollars (\$44,900.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim L. Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Decatur

Governing Body Type

Name of Local Public Agency

at a meeting held on November 15, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of November, 2021

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--

Public Works

DATE: 11/10/2021

MEMO: 2021-87

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
Jessica R. Taylor, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Homer Tree Care, Inc. for the Removal of Trees on Streets and Boulevards

SUMMARY RECOMMENDATION: Staff recommends awarding a contract for tree removal on various City rights of way in Area 2 to Homer Tree Care, Inc., in the amount of \$27,000 to remove trees on street boulevards.

BACKGROUND:

Tree Removal

The boulevard trees to be removed by Homer Tree Care, Inc. are large dead and dying trees of various varieties which have been identified as potential hazards. These trees are generally too large or are in difficult locations for City crews to safely remove. See the attached tree list and location maps for further information. Areas 1, 3, 4, and 5 are within staff's funding approval threshold. Area 2 exceeds staff's funding authority.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Director of Public Works, 424-2747. Dan Mendenall, Municipal Services Manager, 875-4820. Matt will be at the meeting to answer any questions the council may have about this item.

BUDGET/TIME IMPLICATIONS: Funding is budgeted in the Hazardous Tree Removal line item in the Public Works Operating budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Homer Tree Care, Inc. for the Removal of Trees on Streets and Boulevards	Resolution Letter
Tree List and Removal Maps	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND
AUTHORIZING THE EXECUTION OF A CONTRACT
WITH HOMER TREE CARE, INC. FOR REMOVAL OF TREES
ON STREETS AND BOULEVARDS**

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

Section 1. That the tabulation of bids received for Removal of Trees on Streets and Boulevards presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Homer Tree Care, Inc., for Area 2: Trees 12-22 be accepted and a contract awarded accordingly; and that said contract between Homer Tree Care, Inc., and the City of Decatur is for a total amount of \$27,000.00.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Homer Tree Care, Inc. for a total not to exceed cost of \$27,000.00.

PRESENTED and ADOPTED this 15th day of November 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PUR2021-06		Homer Tree Services Lockport, IL		Sky's The Limit Tree Service Decatur, IL		JT's Tree Services Effingham, IL	
Project Name: Tree Removal							
Bid Date: November 9, 2021							
Time: 10:00 a.m.							
Description	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
Area 1: Trees 1-11	1		\$18,000.00		\$29,999.00		\$25,754.00
Area 2: Trees 12-22	1		\$27,000.00		\$29,999.00		\$33,654.00
Area 3: Trees 23-29	1		\$15,000.00		\$19,499.00		\$32,538.00
Area 4: Tree 30	1		\$8,000.00		\$9,999.00		\$7,500.00
Area 5: Trees 31, 32	1		\$9,000.00		\$4,999.00		\$9,500.00

TOTAL

\$77,000.00

\$94,495.00

\$108,946.00

FALL 2021 CONTRACT TREE REMOVAL

(32 TREES)

ALL TREES ARE MARKED WITH A GREEN DOT

1. 362 S. WESTLAWN	28" ASH
2. 19 MONTGOMERY PLACE	30" MAPLE
3. 221 S. TAYLOR	36" ASH
4. 460 S. TAYLOR	24" ASH
5. 1660 W. RIVERVIEW	24" UNKNOWN
6. 1315 W. RIVERVIEW	30" ASH
7. 461 S. DENNIS (ON FOREST)	26" SILVER MAPLE
8. 1449 W. WOOD	26" ASH
9. 1024 W. MAIN	30" SYCAMORE
10. 1542 W. FOREST	36" SWEET GUM
11. 1317 W. DECATUR	36" MAPLE
12. 575 S. 23 RD PLACE	26" SILVER MAPLE
13. 156 N. CALHOUN (VACANT LOT S. OF ALLEY)	28" ASH
14. 400 BLK OF N. 16 TH (WEST SIDE)	44" MULBERRY
15. NORTH OF 232 N. 16 TH	28" SILVER MAPLE
16. 125 S. 16 TH	65" ELM
17. 1969 E. PRAIRIE (ON 20 TH)	45" ASH
18. 1756 E. DECATUR	35" ASH
19. 1163 S. SILAS	28" SILVER MAPLE
20. EAST OF 1305 E. MOORE	42" SILVER MAPLE
21. 2237 E. PRAIRIE	40" MAPLE
22. 1304 N. 20 TH	40" ELM
23. 1316 E. ORCHARD	52" HACKBERRY
24. 1305 E GRAND (ON LOWBER)	42" SILVER MAPLE
25. 647 E. ARLINGTON (ACROSS FROM)	LARGE COTTONWOOD
26. 1603 N. EDWARD (ON DIVISION)	36" SYCAMORE
27. 2066 N. GRACELAND	24" ASH
28. 2520 E. NORTH	45" SILVER MAPLE
29. 2914 N. 25 TH	28" MAPLE
30. 408 S. MARTIN LUTHER KING	72" COTTONWOOD
31. 443 S. WEBSTER	24" ELM
32. 1196 E. CLAY	30" SILVER MAPLE

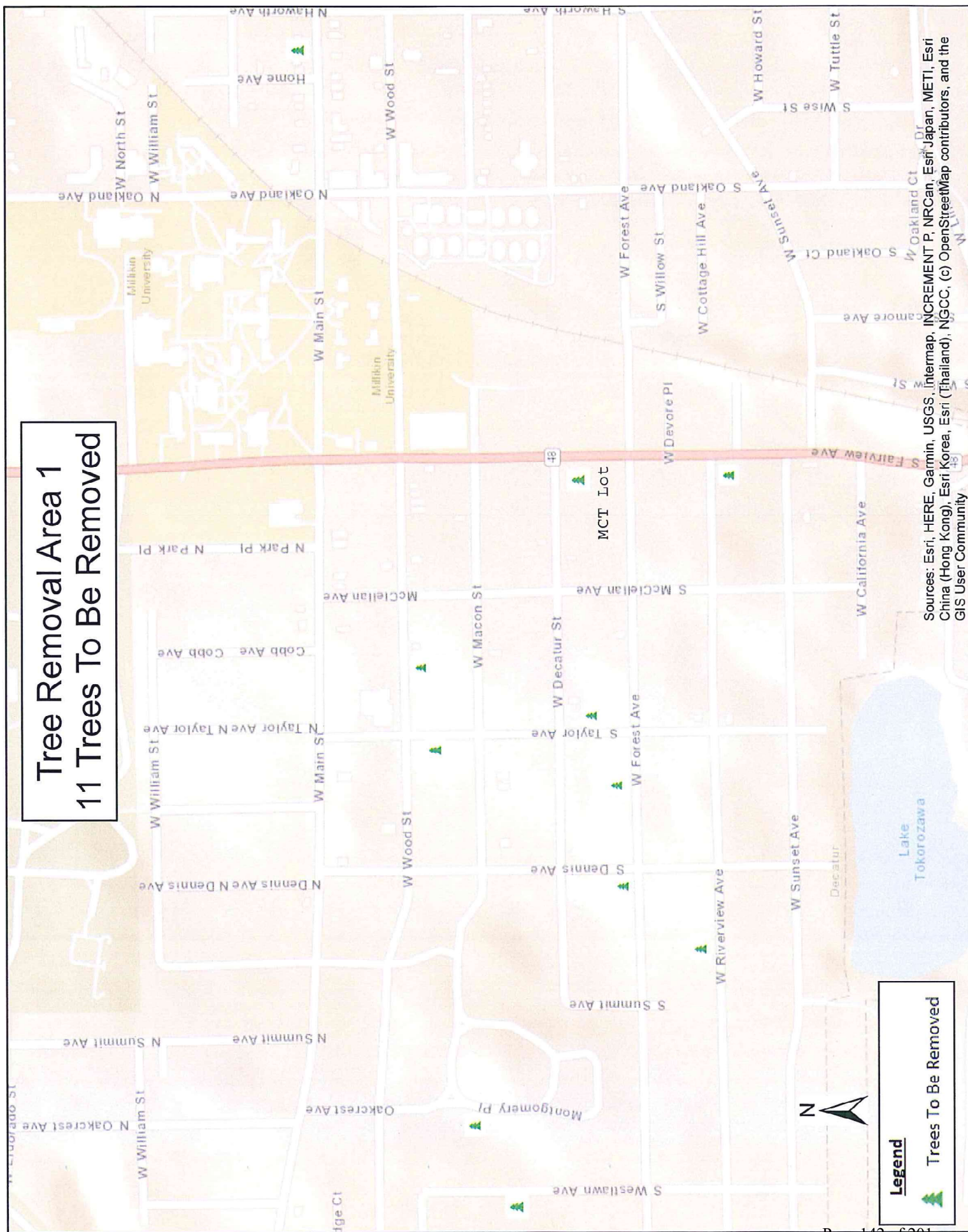
TREE REMOVAL AREA 1

11 TREES TO BE REMOVED

AREA BOUNDED BY HAWORTH AVE. TO THE EAST, WESTLAWN AVE, TO THE WEST, W. MAIN ST. TO THE NORTH,
W.RIVERVIEW AVE TO THE SOUTH

1	325 S. WESTLAWN	28" ASH
2	19 MONTGOMERY PL	30" MAPLE
3	221 S. TAYLOR	36" ASH
4	460 S. TAYLOR	24" ASH
5	1660 W. RIVERVIEW	24" UNKNOWN
6	1315 W. RIVERVIEW	30" ASH
7	461 S. DENNIS (ON FOREST)	26" SILVER MAPLE
8	1449 W. WOOD	26" ASH
9	1024 W. MAIN	30" SYCAMORE
10	1542 W. FOREST	36" SWEET GUM
11	1317 W. DECATUR	36" MAPLE (IN MCT LOT)

Tree Removal Area 1
11 Trees To Be Removed



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri Korea, Esri (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

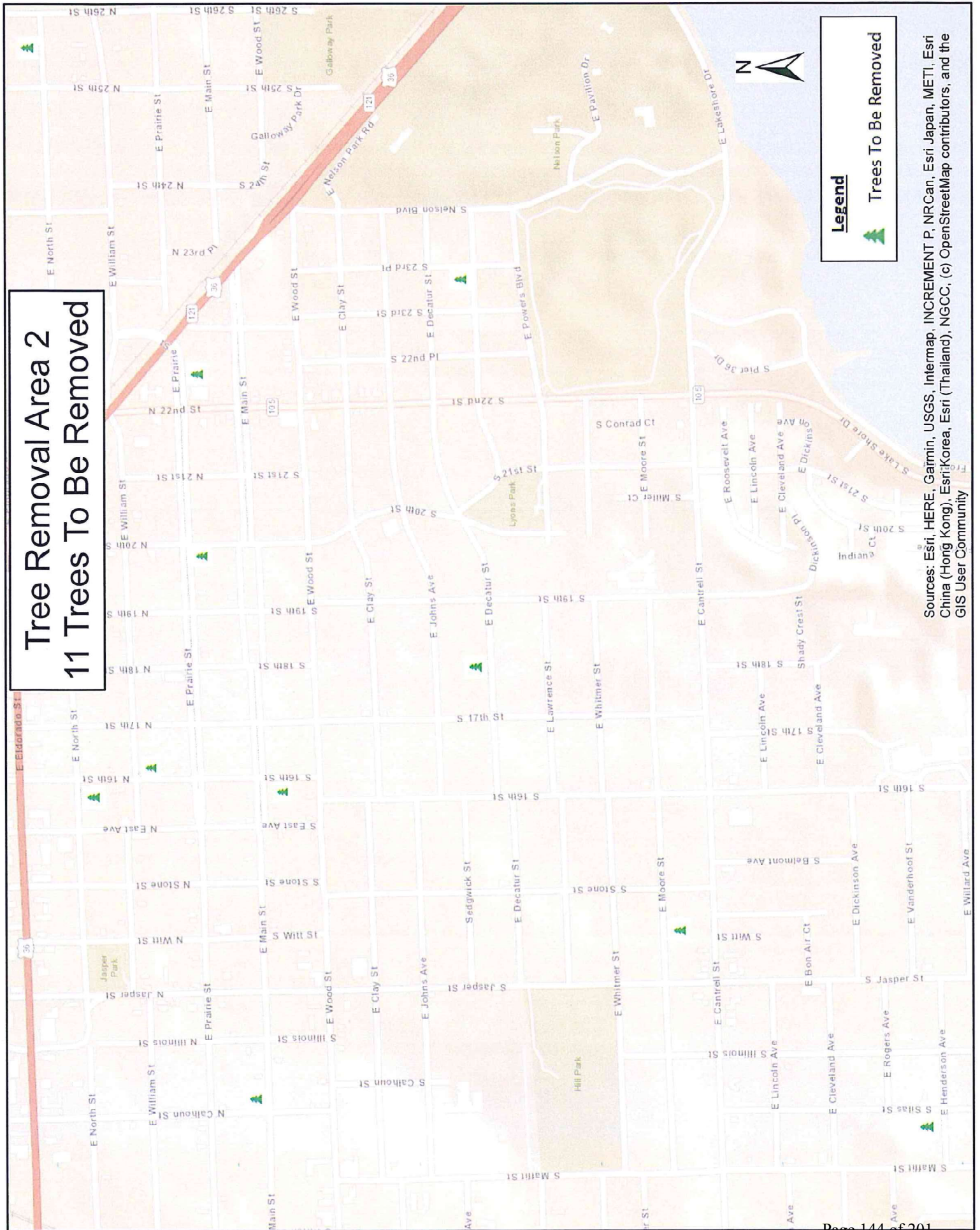
TREE REMOVAL AREA 2

11 TREES TO BE REMOVED

AREA BOUNDED BY E. ELDORADO ST. TO THE NORTH, E.LAKE SHORE DR. TO THE SOUTH, S. MAFFIT ST. TO THE WEST, N. 26TH ST TO THE EAST

12	575 S. 23RD PLACE	26" SILVER MAPLE
13	156 N. CALHOUN (VACANT LOT S. OF ALLEY)	28" ASH
14	400 BLK. OF N. 16TH (WEST SIDE)	44" MULBERRY
15	NORTH OF 232 N. 16TH	28" SILVER MAPLE
16	125 S. 16TH	65" ELM
17	1969 E. PRAIRIE (ON 20TH ST.)	45" ASH
18	1756 E. DECATUR	35" ASH
19	1163 S. SILAS	28" SILVER MAPLE
20	EAST OF 1305 E. MOORE	42" SILVER MAPLE
21	2237 E. PRAIRIE	40" MAPLE
22	2520 E. NORTH.	45" SILVER MAPLE

Tree Removal Area 2 11 Trees To Be Removed



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

TREE REMOVAL AREA 3

7 TREES TO BE REMOVED

AREA BOUNDED BY PERSHING RD TO THE NORTH, ELDORADO ST. TO THE SOUTH, N. OAKLAND AVE. TO THE WEST, N. 27TH ST. TO THE EAST

23	1304 N. 20TH	40" ELM
24	1316 E. ORCHARD	52" HACKBERRY
25	1305 E GRAND (ON LOWBER)	42" SILVER MAPLE
26	647 E ARLINGTON (ACROSS FROM)	LARGE COTTONWOOD
27	1603 N. EDWARD (ON DIVISION)	36" SYCAMORE
28	2066 N. GRACELAND	24" ASH
29	2914 N. 25TH ST.	28" MAPLE

Tree Removal Area 3

7 Trees To Be Removed

Legend

Trees To Be Removed

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Tree Removal Area 3

7 Trees To Be Removed

Legend

Trees To Be Removed

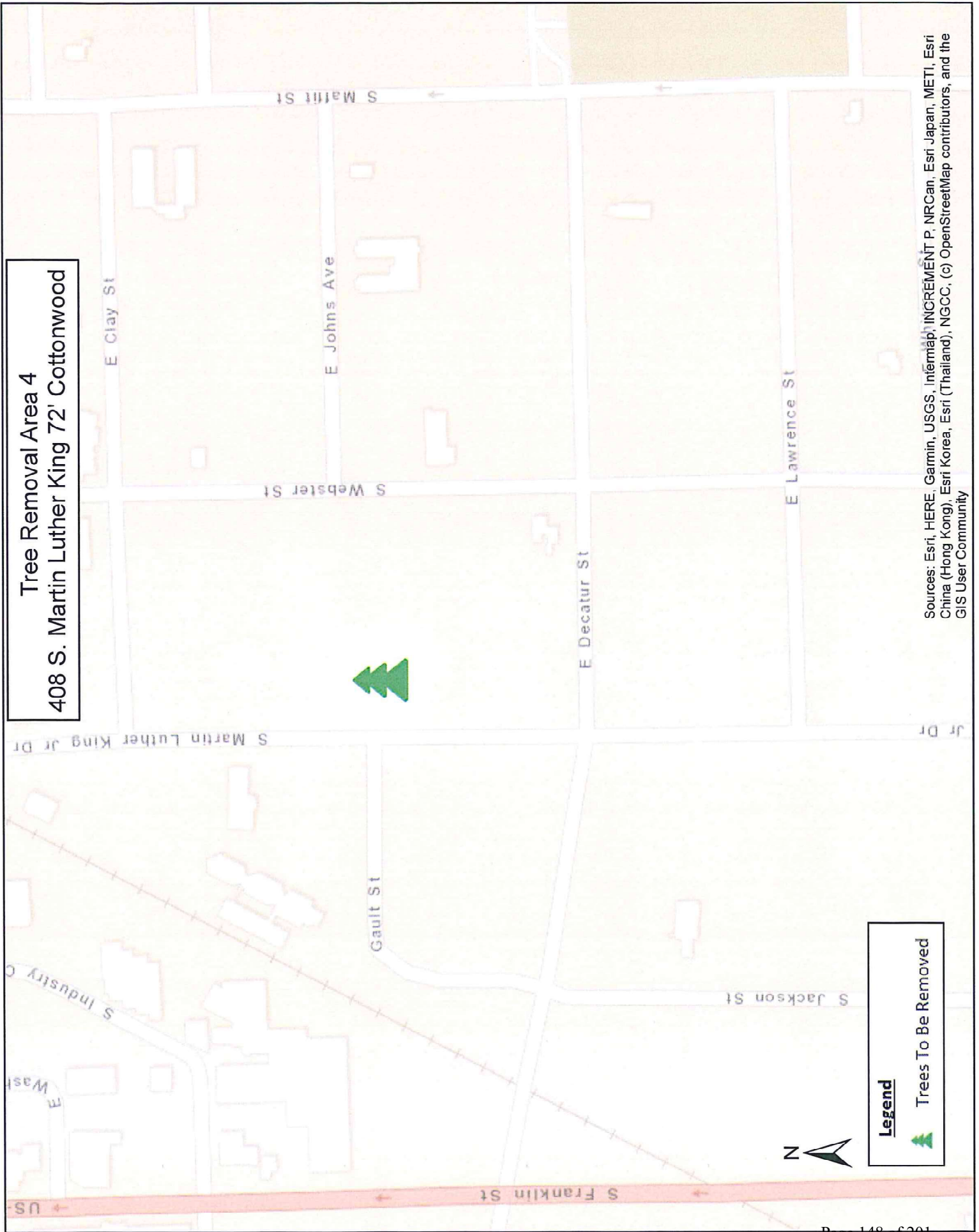
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

TREE REMOVAL AREA 4
1 TREE TO BE REMOVED

30 408 S. MARTIN LUTHER KING 72" COTTONWOOD

Tree Removal Area 4

408 S. Martin Luther King Jr Dr



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

TREE REMOVAL AREA 5

2 TREES TO BE REMOVED

AREA BOUNDED BY E. WOOD ST. TO THE NORTH, E. DECATUR ST. TO THE SOUTH
S. WEBSTER ST TO THE WEST, SOUTH JASPER ST. TO THE EAST

31	443 S. WEBSTER	24" ELM
32	1196 E. CLAY	30" SILVER MAPLE

Tree Removal Area 5
2 Trees To Be Removed

Legend
Trees To Be Removed

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Tree Removal Area 5
2 Trees To Be Removed

Legend
Trees To Be Removed

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Information Technology

DATE: 11/15/2021

MEMO: 2021-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Amending Resolution R2021-187 Concerning Payment terms for Bodine Electric Change Order #2 attached as Exhibit A

SUMMARY RECOMMENDATION:

City Staff recommends that City Council approve the attached Resolution accepting a change in payment terms for work previously approved by City Council by Resolution # R2021-187, Resolution Accepting Bodine Electric Change Order #2 related to the Original Bid for Underground Fiber Construction of Fiber Extensions.

BACKGROUND:

On October 4, 2021, Resolution # R2021-187, Resolution Accepting Bodine Electric Change Order #2 related to the Original Bid for Underground Fiber Construction of Fiber Extensions was approved by City Council. The plan was for the School District to issue a Purchase Order directly to Bodine Electric for this work. After further investigation by the School District legal team, it was determined that since the School District did not Bid their portion of this project and was utilizing the Bid obtained by the City through a Change Order, the school district could not issue a Purchase Order directly to Bodine for this work. Instead, the School district has issued a Purchase Order to the City of Decatur in the Amount of \$680,000 to repay the City for the work being completed by Change Order #2 and then the City of Decatur will issue a Purchase Order directly with Bodine Electric for this work. This resolution amends Resolution # R2021-187 which changes the payment terms for this portion of this project.

PRIOR COUNCIL ACTION:

On April 19, 2021, Resolution # R2021-73, Resolution Accepting Bid from Bodine Communications for Underground Fiber Optic Installation Throughout the City of Decatur.

On April 19, 2021, Resolution # R2021-74, Resolution Authorizing an Intergovernmental Agreement for the construction and installation of extensions to the City Fiber Optic Network to various School District Properties located on Rights of Way between the City of Decatur and the Decatur Public School District.

On October 4, 2021, Resolution # 2021-187, Resolution Accepting Bodine Electric Change Order #2 related to the Original Bid for Underground Fiber Construction of Fiber Extensions.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director

BUDGET/TIME IMPLICATIONS:

There will no impact to the City Budget for this action. Bodine Electric will bill The City of Decatur for this work and in turn the City of Decatur will bill the School District for reimbursement of the same amount. Copy of the School District Purchase Order is attached as Backup Material.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
School District Purchase Order To City of Decatur	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AMENDING RESOLUTION R2021-87 CONCERNING PAYMENT
TERMS FOR BODINE ELECTRIC CHANGE ORDER #2 ATTACHED AS EXHIBIT A**

WHEREAS, the City of Decatur desires to buildout and expand our fiber infrastructure;
and

WHEREAS, the Decatur Public School District received a State grant to fund a fiber
project; and

WHEREAS, both taxing bodies financially benefit from this project being added to the
current open contract for fiber installation; and

WHEREAS, the local contractor doing the project was the only bidder for the awarded
contract;

WHEREAS, the City of Decatur will make direct payments to Bodine for this work since
they were the entity that bid this project and subsequently approved Change Order #2;

WHEREAS, the Decatur Public School District has issued Purchase Order # 10221848 to
reimburse the City of Decatur for the cost of Change Order #2;

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

Section 1. That the Change Order #2 bid received for installing high-capacity fiber optic
cable, IT Project 2021-09 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the circumstances said to necessitate this change were not reasonably
foreseeable at the time the contract was entered into and the change is germane to the original
contract and that this change order is in the best interest of the City of Decatur.

Section 3. That City Manager or his designee be, and is hereby, authorized and directed
to execute a purchase order to Bodine Electric in a total amount not to exceed \$680,000.

PRESENTED AND ADOPTED this 15th day of November 2021.

JULIE MOORE WOLFE, MAYER

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A



Traffic Division

1845 North 22nd Street • Post Office Box 976 • Decatur, IL 62526
Phone (217) 423-2593 • (800) 252-3369 • Fax (217) 420-4275

September 9, 2021

Project: Change Order # 2 – Decatur Public Schools - City of Decatur Fiber Optic Cable without American Dreamers
Location: Decatur, IL
Attention: Jim Edwards

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified.

- Provide and install 2" pinpoint duct, handholes, 144 and 24 count fiber optic cable to (10) DPS Buildings as outlined in the DPS Scope of Work.
- Schools include Stephen Decatur Middle School, MacArthur High School, Franklin, Eisenhower High School, Hope Academy, Parsons Elementary School, Harris Alt Ed, Johns Hill, Dennis Mosaic, and Dennis Kaleidoscope.
- We have not included City of Decatur permit fees.
- We have not included sales tax.
- **Our Price: \$680,00.00 Dollars.**
 - Based on additional scope of work, add 240 calendar days to schedule.

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur's work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the materials market, this proposal will be held firm for 5 days.



We further reserve the right to negotiate the terms of the contract that the customer may wish to use.
Bodine Electric's payment terms are 30 days from date of invoice.

Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.

Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

Regards,

Scott McIntyre
Project Manager

Purchase Order

DECATUR PUBLIC SCHOOL DISTRICT #61
101 WEST CERRO GORDO
DECATUR IL 62523

No. 10221848SUBMIT ALL INVOICES TO ACCOUNTS
PAYABLE

ACCOUNTS PAYABLE

217/362-3023

ACCTSPAY@DPS61.ORG

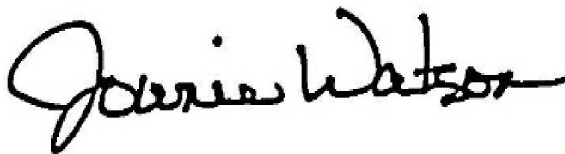
THIS NUMBER MUST APPEAR ON INVOICES,

SHIPPING DOCUMENTS, PACKAGES
AND CORRESPONDENCE.**P.O. Date:** 11/05/2021**Questions ?** PURCHASING (217) 362-3029**Ext:****Account:****P.O. Issued To :****Ship To:**CITY OF DECATUR ILLINOIS
#1 GARY K ANDERSON PLAZA
DECATUR IL 62523-1196DECATUR PUBLIC SCHOOLS - IT
Attn: WEDMONSON
INFORMATION TECHNOLOGY DEPARTMENT
300 E ELDORADO STREET
DECATUR IL 62523
(217) 362-3070**Contact:****Location:** INFORMATION TECHNOLOGY**Phone:** (217) 424-2703**Fax:****Project:** Project**Req#** 11221926**Reference:****Date Required:** 10/29/2021**Award Number:**

Line	Qty	Unit	Part#	Description	Unit Price	Extended	Tax	Freight
1	1	EA		DECATUR PUBLIC SCHOOLS - CITY OF DECATUR FIBER OPTIC CABLE WITHOUT AMERICAN DREAMERS - NOTE - BODINE ELECTRIC IS CONTRACTOR	600,000.00	600,000.00	0.00	0.00
2	1	LOT		CHANGE ORDER #2 - ADDITIONAL FUNDS TO COMPLETE PROJECT PER BODINE ELECTRIC	80,000.00	80,000.00	0.00	0.00

Special PO Instructions:THIS PO IS BEING ISSUED FOR INVOICING PURPOSES. IF ANY QUESTIONS REGARDING PROJECT, PLEASE CONTACT
MAURICE PAYNE AT 217/362-3070. PLEASE EMAIL INVOICES TO ACCTSPAY@DPS61.ORG.

APPROVAL SIGNATURES:

**Sub-Total:** 680,000.00**Freight:** 0.00**Tax:** 0.00**Total Amount:** 680,000.00**NOTES:**STATE OF ILLINOIS TAX EXEMPT #E9994-8222-07.
PURCHASE SUBJECT DPS #61 TERMS AND CONDITIONS.**Buyer:**

Joanie Watson

Order Via:

Mail

VENDOR COPY

Friday, November 5, 2021

Page 1 of 1
Page 157 of 201

Public Works

DATE: 11/2/2021

MEMO: 2021-83

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory Southside Country Club

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at Southside Country Club be approved.

BACKGROUND: The subject property is being annexed due to requesting City water.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Southside Country Club	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
SOUTHSIDE COUNTRY CLUB**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Richard L. Heavner, President of Southside Country Club, requesting that there be annexed to the City territory described as:

THE SOUTH ½ OF THE NORTH 15 ACRES OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION TWENTY-NINE (29), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M., EXCEPT THE SOUTH 320 FEET OF THE WEST 136.13 FEET THEREOF. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-29-426-013

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of November 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property legally described as follows:

The South ½ of the North 15 acres of the East ½ of the Northeast ¼ of the Southeast ¼ of Section Twenty-nine (29), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., except the South 320 feet of the West 136.13 feet thereof. Situated in Macon County, Illinois.

PIN # 17-12-29-426-013

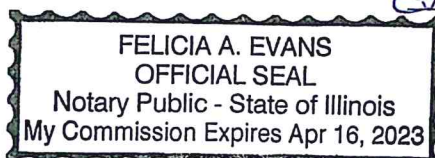
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

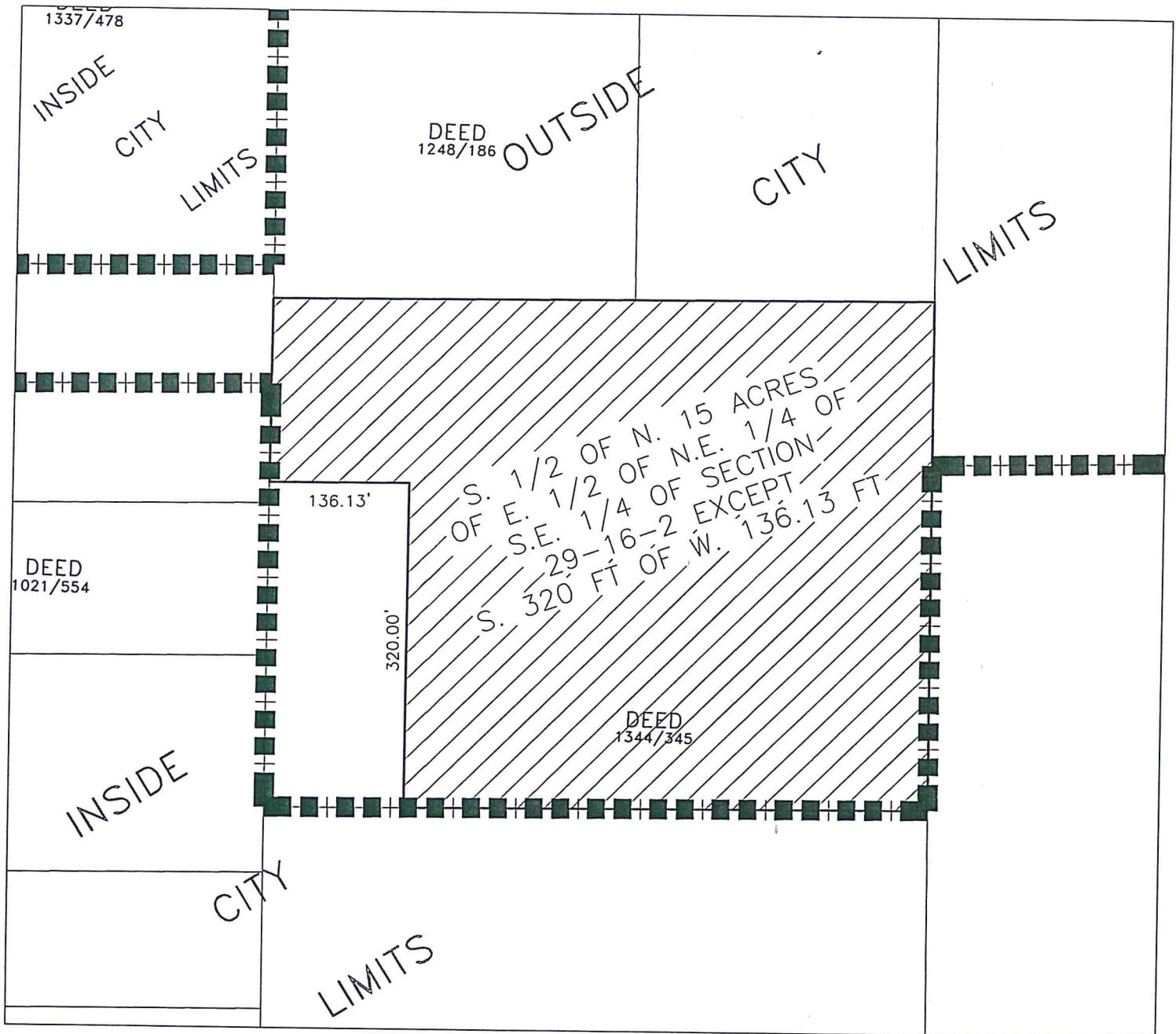
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Richard L. Heaven</u>	<u>Richard L. Heaven</u>	<u>2500 W. Center</u>
	<u>President</u>	<u>Decatur, IL 62526</u>
	<u>South Side Country Club</u>	

Signed and sworn to before me 21st day of October, 2021

Felicia A. Evans
Notary Public

(Rev. 1/2019)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
South Side Country Club Plat
PIN# 17-12-29-426-013



indicates territory annexed



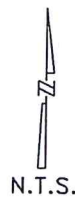
indicates existing corporate limits

6.5± acres

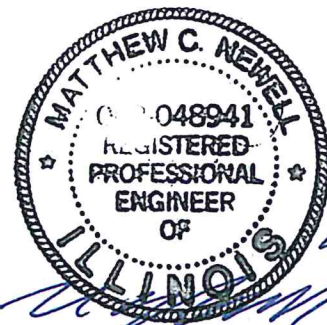
AREA 0.010± sq. miles

0.0± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

DATE: _____ Page 162 of 201

SUBJECT: Final Plat ICAT Subdivision

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Final Plat ICAT Subdvision	Backup Material
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-36

November 11, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Greg Crowe, Assistant Director of Economic & Community Development

SUBJECT: Final Plat ICAT Subdivision - Property Southeast of the Intersection South US Route 51 and West Grove Road

SUMMARY RECOMMENDATION: Staff recommends approval of the Final Plat. The City Plan Commission voted 9-0 to recommend approval of the petition at the November 4, 2021 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject 52.6 acre-site is proposed to be subdivided into seven (7) lots. When fully developed all access will be internal coming off of South BUS US Route 51. All of the required infrastructure have been bonded for at this time. The Final Plat is consistent with the requirements of the SPD – Special Planned Development District and Subdivision Ordinance in terms of Final Plats.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

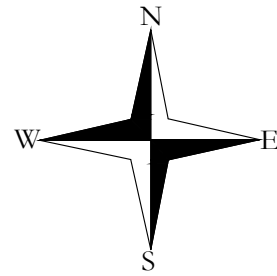
INPUT FROM OTHER SOURCES: The Final Plat has been reviewed by the City’s Technical Review Committee; Planning and Engineering have approved the Final Plat.

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

BUDGET/TIME IMPLICATIONS: None.

ICAT SUBDIVISION

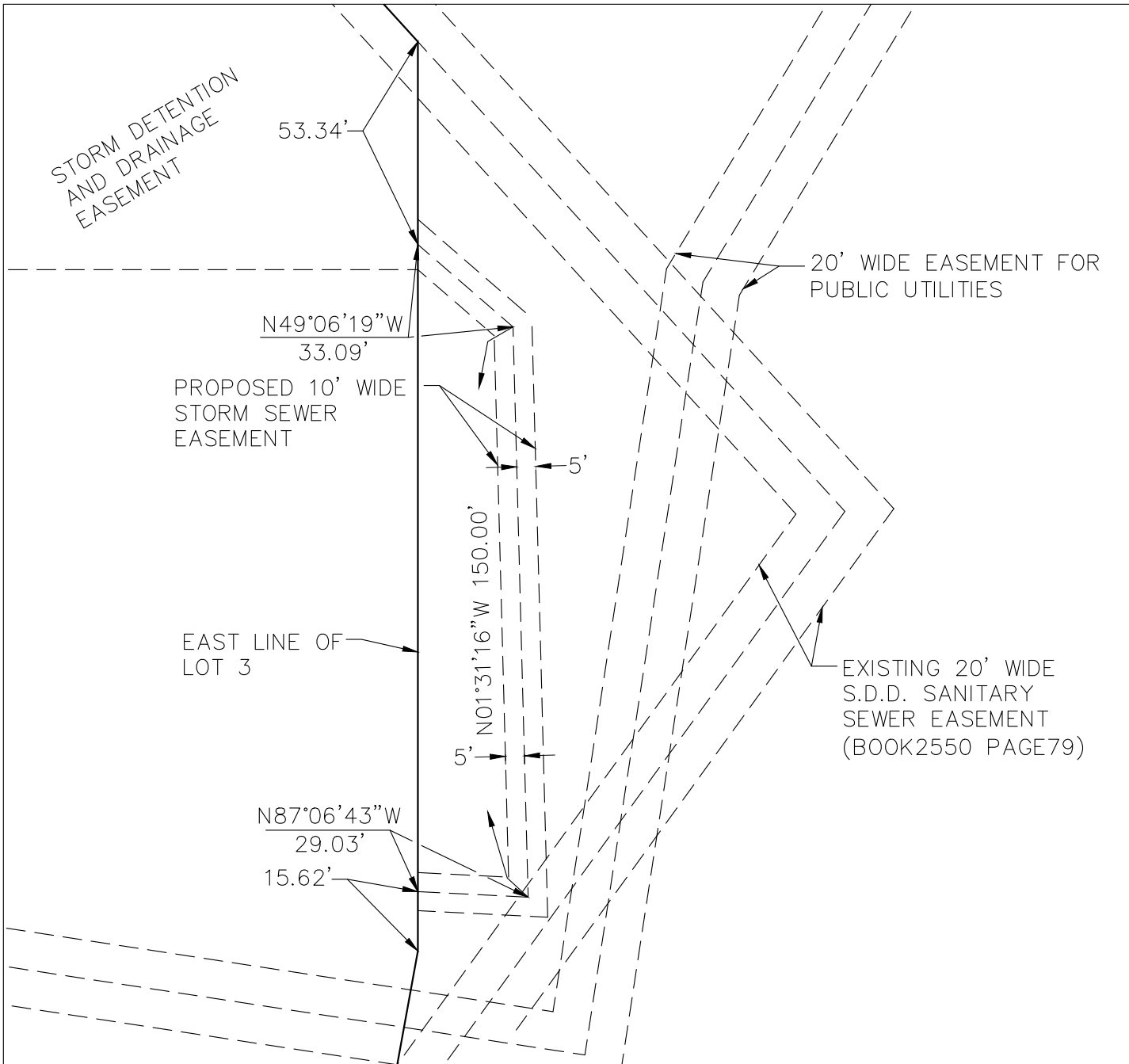
A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 33 AND PART OF THE NORTHWEST QUARTER OF SECTION 34, T.16N., R.2E. OF THE 3rd P.M., MACON COUNTY, ILLINOIS
OWNER / SUBDIVIDER: PUBLIC SAFETY PROPERTIES FOUNDATION



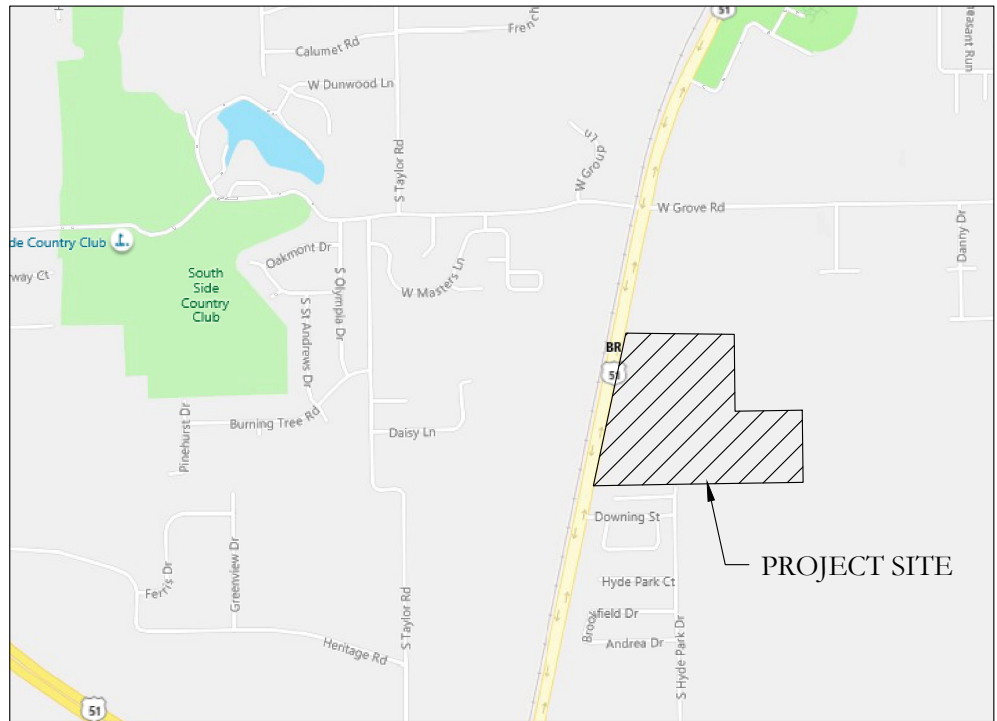
LINE TABLE

L1 - S78°10'46"E 75.72'
L2 - N75°07'49"E 279.96'
L3 - S89°27'55"W 192.19'
L4 - S89°06'34"W 282.60'
L5 - S89°21'35"E 70.00'
L6 - S10°18'17"W 45.81'
L7 - S00°00'00"E 239.11'
L8 - S42°16'15"E 142.25'
L9 - N00°32'05"W 162.75'
L10 - N88°58'48"E 60.00'
L11 - N90°00'00"E 232.89'
L12 - S00°00'00"E 59.95'
L13 - N75°59'59"E 167.99'
L14 - S81°19'02"E 173.73'
L15 - N08°40'58"E 205.62'
L16 - S00°32'05"E 57.00'
L17 - S41°40'02"E 53.49'
L18 - N75°07'49"E 36.31'
L19 - N00°32'05"W 72.25'

DRAINAGE EASEMENT DETAIL
SCALE: 1" = 40'



LOCATION MAP



CITY OF DECATUR

PLAN COMMISSION CHAIRMAN _____ DATE _____
PLAN COMMISSION SECRETARY _____ DATE _____
MAYOR _____ DATE _____
CITY CLERK _____ DATE _____

DRAINAGE STATEMENT

WE, THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED HEREBY OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

FOUNDATION MANAGER _____ DATED _____

DANA W. MANN, PROFESSIONAL ENGINEER No. 57164 _____ DATED _____

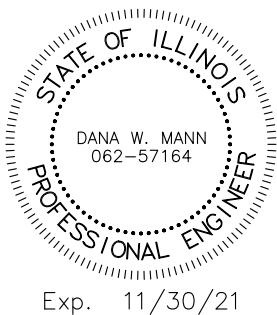
GENERAL NOTES

1. ALL LOT CORNERS ARE MARKED WITH IRON PINS UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS ARE FOR DRAINAGE AND PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
3. NO PART OF THIS PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
4. FIELD WORK COMPLETED OCTOBER 2021.
5. BUILDING SETBACKS ARE PER SPD ZONING PLAN COMMISSION CASE No. 20-08, ORDINANCE No. 2020-96.
6. THE SUBJECT PARCEL APPEARS ON F.E.M.A.'S "FLOOD INSURANCE RATE MAP" FOR MACON COUNTY AND INCORPORATED AREAS, MAP NUMBER 17115C0315E WITH AN EFFECTIVE DATE OF JUNE 16, 2011. THE SUBJECT PARCEL IS LOCATED IN "ZONE X" (AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
7. BEARINGS SHOWN ARE ASSUMED.
8. CROSS HATCHED AREA REPRESENTS AN EASEMENT FOR DRAINAGE AND STORM WATER DETENTION.
9. REFERENCE DOCUMENTS: PLAT OF SURVEY BY ROBERT M. COX DATED DECEMBER 2018. TRUSTEE'S DEED RECORDED IN BOOK 4651 ON PAGE 381. SPECIAL WARRANTY DEED RECORDED IN BOOK 4674 ON PAGE 134. TRUSTEE'S DEED RECORDED IN BOOK 2080 ON PAGE 718.
10. IRON PIN WITH CAP MARKED "PWC #2458", FOUND ON-LINE, 14.7 FEET WESTERLY OF CORNER.
11. CENTERLINE 10' WIDE ELECTRIC SERVICE EASEMENT.

I, DANA W. MANN, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3698, DECLARE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AT THE REQUEST OF AND THE EXCLUSIVE BENEFIT OF THE OWNERS OR THEIR REPRESENTATIVES ON SEPTEMBER 22, 2021.

DANA W. MANN, IPLS No. 3698
LICENSE EXP. DATE 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



LEGEND

● IRON PIN SET (5/8"x30")
○ IRON PIN FOUND (5/8" & 1/2")
■ CONCRETE MONUMENT SET
--- EASEMENT LINE
- - - RIGHT-OF-WAY LINE
- - - BUILDING SETBACK
- - - SURVEY LINE
- - - LOT LINE
- - - EXISTING TRACT LINE
- - - RECORD DISTANCE
(446)

STAFF REPORT

Decatur City Plan Commission

COMMON NAME: ICAT Subdivision

GENERAL INFORMATION

Hearing Date November 4, 2021
Case No. 21-15
Property Location Southeast of the Intersection South US Route 51 and West Grove Road
Requested Action Major Final Plat
Property Owner Public Safety Properties Foundation
Representative Dana Mann, Mann Engineering & Surveying, LLC

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Agriculture	SPD	Residential – Low Density, Open Space
North	Parks and Open Space	R-1, B-2	Open Space
South	Mobile Home Park, Agriculture	PMR-1, County	Residential – Low Density, Residential – Estate
East	Parks and Open Space	County	Open Space
West	Agriculture	County	Residential – Low Density

BACKGROUND

1. The subject site is approximately 52.6 acres and is currently undeveloped. It is zoned SPD – Special Planned Development District.
2. On June 4, 2020 the Plan Commission voted 9-0 to recommend approval of the rezoning to SPD. It was approved by City Council on June 15, 2020 with a vote of 6-0.

PROJECT DESCRIPTION

1. The 52.6 acre-site is proposed to be subdivided into seven (7) lots. When fully developed all access will be internal coming off of South BUS US Route 51. All of the required infrastructure have been bonded for at this time.

STAFF ANALYSIS

1. The Final Plat is consistent with the requirements of the SPD – Special Planned Development District and Subdivision Ordinance in terms of Final Plats.
2. The Final Plat has been reviewed by the City’s Technical Review Committee; Planning and Engineering have approved the Final Plat.

STAFF RECOMMENDATION

1. Staff recommends approval of the Final Plat.

PLAN COMMISSION ACTION

1. Section 5-7 of the Subdivision Ordinance (Ordinance 80-56) states that after the Final Plat has been submitted to the Department of Economic and Community Development, said Plat may be considered by the Plan Commission at a public hearing. The Plan Commission may recommend to the City Council that such Major Final Plat be approved or disapproved, or make other recommendations, if any, as may be appropriate.

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

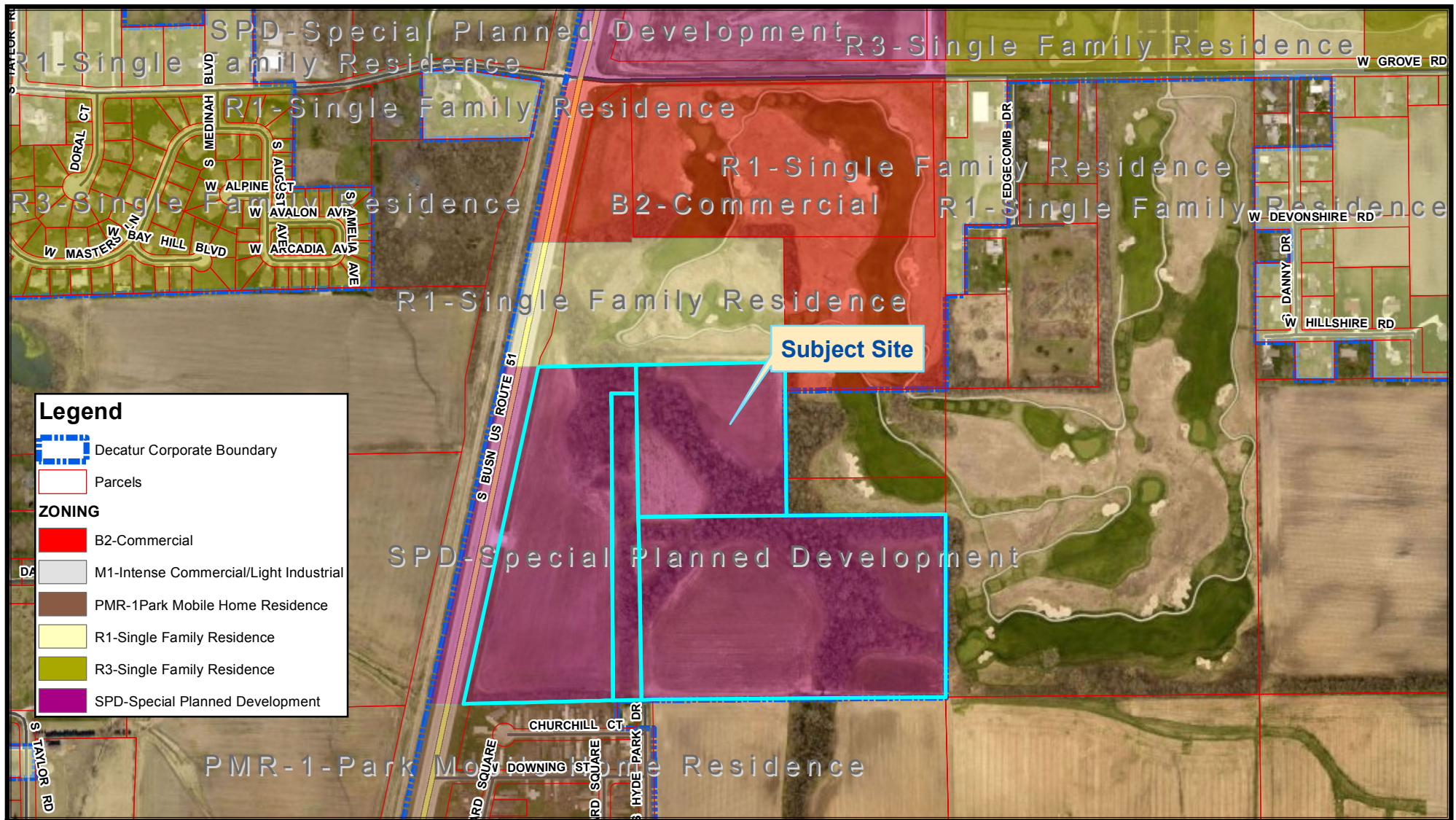
Joselyn Stewart
Planner

ATTACHMENTS

1. Location and Zoning Map
2. Major Final Plat

City of Decatur Plan Commission

ICAT Subdivision



Case No: 21-15
 Date: November 4, 2021
 Property Owner: Public Safety Properties Foundation
 Requested Action: Consideration of a Major Final Plat of Subdivision



**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, November 4, 2021
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The November 4, 2021 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Pat McDaniel, Kent Newton (entered the Chamber at 3:04pm), Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright

Members Absent: Jason Drake

Staff Present: Greg Crowe, Kylie Reynolds, Joselyn Stewart, John Robinson, Deanna Buck

II. Approval of Minutes of the September 2, 2021 City Plan Commission Meeting

It was moved and seconded (McDaniel/Naber) to approve the minutes of the September 2, 2021 meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 21-15 Consideration of a Major Final Plat of Subdivision, ICAT Subdivision, filed by the Public Safety Properties Foundation

It was moved and seconded (McDaniel/Naber) to forward Case No. 21-15 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Ms. Kylie Reynolds.

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

Mr. Dana Mann, site engineer, was sworn in by Ms. Reynolds.

There were no questions and no objectors present.

Upon call of the roll, Commission members Pat McDaniel, Kent Newton, Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright voted aye. Motion carried.

B. Case No. 21-16 Petition of Consideration of a Major Final Plat of Subdivision, Iroquois 6th Addition, filed by the Public Safety Properties Foundation

It was moved and seconded (McDaniel/Naber) to forward Case No. 21-16 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dana Mann, site engineer, was sworn in by Ms. Reynolds.

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

There were no questions and no objectors present.

Upon call of the roll, Commission members Pat McDaniel, Kent Newton, Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Greg Crowe informed of the upcoming Illinois Planning Association trainings that will be held on the 1st floor Civic Center. There will be a state-wide webinar held on Wednesday November 17, 2021 and a Decatur specific training held on Wednesday December 8, 2021.

VI. Adjournment

There being no further business, it was moved and seconded (McDaniel/Schwarz) to adjourn the meeting.

Upon call of the roll, Commission members Pat McDaniel, Kent Newton, Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright voted aye. Chairman Peck declared the meeting adjourned at 3:13 P.M.

Bruce Frantz, Secretary, Decatur City Plan Commission

SUBJECT: Final Plat Iroquois Sixth Addition

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Iroquois 6th AddiitionFinal Plat	Exhibit
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-37

November 11, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Greg Crowe, Assistant Director of Economic & Community Development

SUBJECT: Final Plat Iroquois Sixth Addition - Property Bounded by West Grove Road to the South, South US Route 51 to the West, West Rotary Way to the North and Red Tail Run Golf Course to the East

SUMMARY RECOMMENDATION: Staff recommends approval of the Final Plat. The City Plan Commission voted 9-0 to recommend approval of the petition at the November 4, 2021 meeting. The minutes of the meeting are attached.

BACKGROUND: The 28.61 acre-site is proposed to be subdivided into ten (10) lots. When fully developed all access will be from West Rotary Way and West Grove Road. This subdivision will have lots that will require internal easements and accesses. All of the required infrastructure have either been installed or been bonded for at this time. On June 4, 2020 the Plan Commission voted 9-0 to recommend approval of the rezoning to SPD. It was approved by City Council on June 15, 2020 with a vote of 6-0

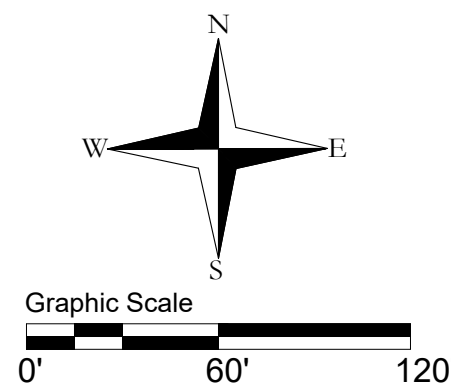
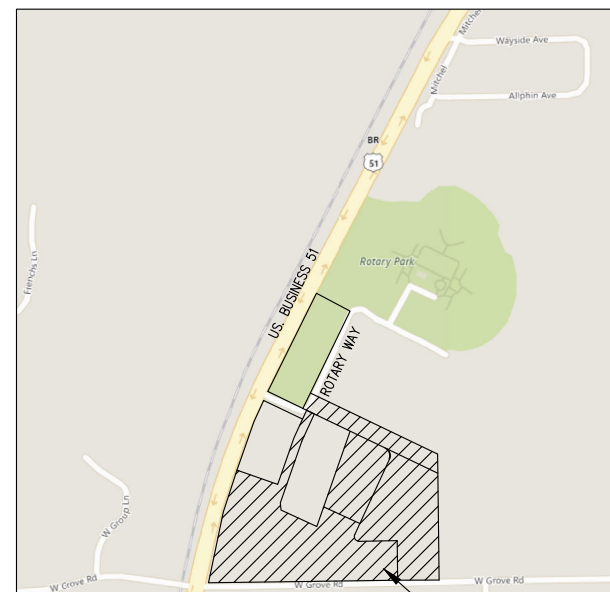
For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: The Final Plat has been reviewed by the City’s Technical Review Committee; Planning and Engineering have approved the Final Plat.

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

BUDGET/TIME IMPLICATIONS: None.

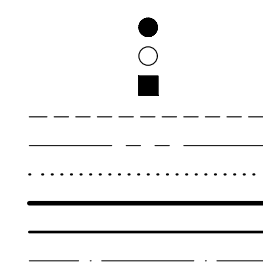


IROQUOIS SIXTH ADDITION

A RESUBDIVISION OF LOTS 1 THROUGH 5 OF IROQUOIS FIFTH ADDITION AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 376 OF THE RECORDS IN THE RECORDER'S OFFICE IN MACON COUNTY, ILLINOIS

OWNER / SUBDIVIDER:
PUBLIC SAFETY PROPERTIES FOUNDATION

LEGEND



CITY OF DECATUR

PLAN COMMISSION CHAIRMAN	DATE
PLAN COMMISSION SECRETARY	DATE
MAYOR	DATE
CITY CLERK	DATE

DRAINAGE STATEMENT

WE, THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED HEREBY OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE SUBDIVISION OF THE LAND HEREIN DESCRIBED, AND THEREFORE, OR THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE BEST PRACTICES OF THE ART, SO AS TO MINIMIZE AND REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJACENT PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

FOUNDATION MANAGER	DATED
DANA W. MANN, PROFESSIONAL ENGINEER No. 57164	DATED

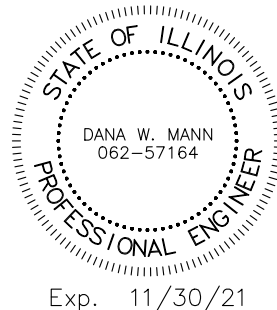
GENERAL NOTES

1. ALL LOT CORNERS ARE MARKED WITH IRON PINS UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS ARE FOR DRAINAGE AND PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
3. NO PART OF THIS PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
4. FIELD WORK COMPLETED OCTOBER 2021.
5. BUILDING SETBACKS ARE PER SPD ZONING PLAN COMMISSION CASE No: 20-08, ORDINANCE No: 2020-95.
6. THE SUBJECT PARCEL APPEARS ON F.E.M.A.'S "FLOOD INSURANCE RATE MAP" FOR MACON COUNTY AND INCORPORATED AREAS, MAP NUMBER 171150315D WITH AN EFFECTIVE DATE OF JUNE 16, 2011. THE SUBJECT PARCEL IS LOCATED IN "ZONE X" (AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
7. REARINGS SHOWN.
8. CROSS HATCHED AREA REPRESENTS AN EASEMENT FOR DRAINAGE, STORM WATER DETENTION AND PUBLIC UTILITIES.
9. AMEREN UNDERGROUND ELECTRIC EASEMENT AS RECORDED IN BOOK 4594 ON PAGE 998.
10. CROSS HATCHED AREA INDICATES EXISTING PARKING AND INGRESS/EGRESS EASEMENT AS PER IROQUOIS 4th ADDITION.
11. AMEREN PIPELINE EASEMENT AS RECORDED IN BOOK 4845 ON PAGE 963.
12. PRIVATE ACCESS INGRESS/EGRESS SHALL BE BUILT ACCORDING TO APPROVED SITE PLANS AND SHALL BE MAINTAINED TO ENSURE PROPER EMERGENCY VEHICLE ACCESS AS APPROVED BY THE PUBLIC WORKS DEPARTMENT.

I, DANA W. MANN, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3698, DECLARE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AT THE REQUEST OF AND THE EXCLUSIVE BENEFIT OF THE OWNERS OR THEIR REPRESENTATIVES ON SEPTEMBER 21, 2021.

DANA W. MANN, IPLS No. 3698
LICENSE EXP. DATE 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

[illegible]

MANN ENGINEERING & SURVEYING, LLC

OWNER: PUBLIC SAFETY PROPERTIES
FOUNDATION

FINAL PLAT

IROQUOIS SIXTH
ADDITION
DECATUR, ILLINOIS

sheet no.
1 OF 1
project no
2030

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: Iroquois Sixth Addition

GENERAL INFORMATION

Hearing Date November 4, 2021
Case No. 21-16
Property Location West Grove Road to the South, South US Route 51 to the West, West Rotary Way to the North and Red Tail Run Golf Course to the East
Requested Action Major Final Plat
Property Owner Public Safety Properties Foundation
Representative Dana Mann, Mann Engineering & Surveying, LLC

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Public Safety Training; Vacant	SPD	Residential – Low Density
North	Parks and Open Space	R-5, R-6, County	Open Space
South	Parks and Open Space	B-2	Open Space
East	Parks and Open Space	R-3	Open Space
West	Agriculture	County	Residential – Low Density

BACKGROUND

1. The subject site is approximately 28.61 acres and is currently undeveloped. It is zoned SPD – Special Planned Development District.
2. On June 4, 2020 the Plan Commission voted 9-0 to recommend approval of the rezoning to SPD. It was approved by City Council on June 15, 2020 with a vote of 6-0.

PROJECT DESCRIPTION

1. The 28.61 acre-site is proposed to be subdivided into ten (10) lots. When fully developed all access will be from West Rotary Way and West Grove Road. This subdivision will have lots that will require internal easements and accesses. All of the required infrastructure have been bonded for at this time.

STAFF ANALYSIS

1. The Final Plat is consistent with the requirements of the SPD – Special Planned Development District and Subdivision Ordinance in terms of Final Plats.
2. The Final Plat has been reviewed by the City’s Technical Review Committee; Planning and Engineering have approved the Final Plat.

STAFF RECOMMENDATION

1. Staff recommends approval of the Final Plat.

West Grove Road West Grove Road to the South, South US Route 51 to the West, West Rotary Way to the North and Red Tail Run Golf Course to the East

November 4, 2021

PLAN COMMISSION ACTION

1. Section 5-7 of the Subdivision Ordinance (Ordinance 80-56) states that after the Final Plat has been submitted to the Department of Economic and Community Development, said Plat may be considered by the Plan Commission at a public hearing. The Plan Commission may recommend to the City Council that such Major Final Plat be approved or disapproved, or make other recommendations, if any, as may be appropriate.

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

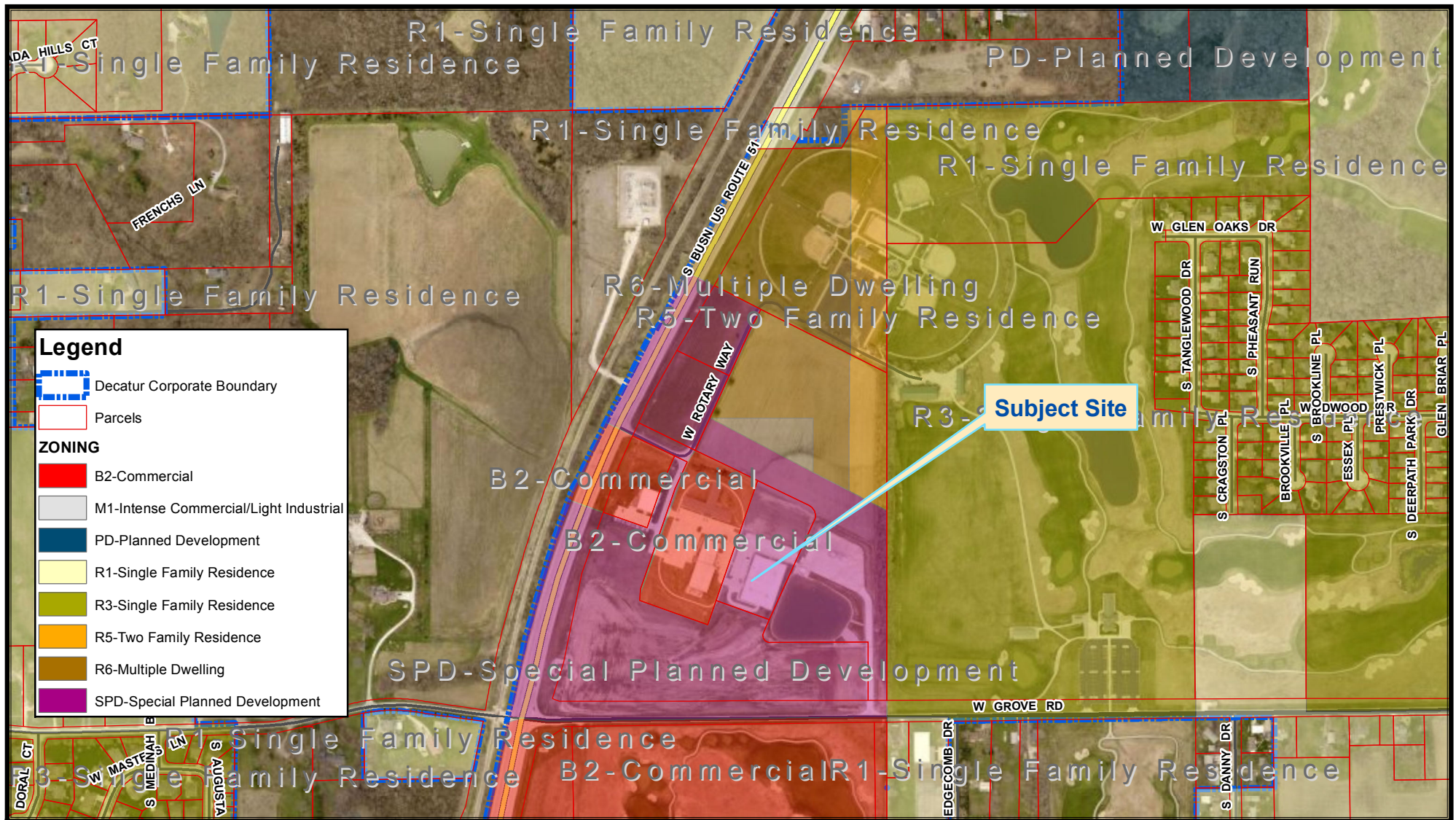
Joselyn Stewart
Planner

ATTACHMENTS

1. Location and Zoning Map
2. Major Final Plat

City of Decatur Plan Commission

Iroquois 6th Addition



Case No: 21-16
 Date: November 4, 2021
 Property Owner: Public Safety Properties Foundation
 Requested Action: Consideration of a Major Final Plat of Subdivision



**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, November 4, 2021
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The November 4, 2021 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Pat McDaniel, Kent Newton (entered the Chamber at 3:04pm), Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright

Members Absent: Jason Drake

Staff Present: Greg Crowe, Kylie Reynolds, Joselyn Stewart, John Robinson, Deanna Buck

II. Approval of Minutes of the September 2, 2021 City Plan Commission Meeting

It was moved and seconded (McDaniel/Naber) to approve the minutes of the September 2, 2021 meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 21-15 Consideration of a Major Final Plat of Subdivision, ICAT Subdivision, filed by the Public Safety Properties Foundation

It was moved and seconded (McDaniel/Naber) to forward Case No. 21-15 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Ms. Kylie Reynolds.

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

Mr. Dana Mann, site engineer, was sworn in by Ms. Reynolds.

There were no questions and no objectors present.

Upon call of the roll, Commission members Pat McDaniel, Kent Newton, Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright voted aye. Motion carried.

B. Case No. 21-16 Petition of Consideration of a Major Final Plat of Subdivision, Iroquois 6th Addition, filed by the Public Safety Properties Foundation

It was moved and seconded (McDaniel/Naber) to forward Case No. 21-16 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dana Mann, site engineer, was sworn in by Ms. Reynolds.

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

There were no questions and no objectors present.

Upon call of the roll, Commission members Pat McDaniel, Kent Newton, Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Greg Crowe informed of the upcoming Illinois Planning Association trainings that will be held on the 1st floor Civic Center. There will be a state-wide webinar held on Wednesday November 17, 2021 and a Decatur specific training held on Wednesday December 8, 2021.

VI. Adjournment

There being no further business, it was moved and seconded (McDaniel/Schwarz) to adjourn the meeting.

Upon call of the roll, Commission members Pat McDaniel, Kent Newton, Bruce Frantz, Susie Peck, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright voted aye. Chairman Peck declared the meeting adjourned at 3:13 P.M.

Bruce Frantz, Secretary, Decatur City Plan Commission

City Clerk

DATE: 11/5/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Zoning Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Chris Brodnicki, Jeff Taylor, Kim Aukamp, Julie Lamb, Tom Brinkoetter and Zane Peterson to the Zoning Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Chris Brodnicki	Zoning Board of Appeals	9/1/2024
Jeff Taylor	Zoning Board of Appeals	9/1/2024
Kim Aukamp	Zoning Board of Appeals	9/1/2024
Julie Lamb	Zoning Board of Appeals	9/1/2024
Zane Peterson	Zoning Board of Appeals	9/1/2024
Tom Brinkoetter	Zoning Board of Appeals	9/1/2024

Dated this 15th day of November, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 15th day of November, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 15th day of November, 2021.

Julie Moore Wolfe, Mayor

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description

Type

Minutes of Civil Service Commission
Meeting of October 5, 2021

Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
October 5, 2021

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Sarah Creek
COMMISSIONER Tony Wilkins
COMMISSIONER Todd Ray
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
ABSENT: COMMISSIONER Sheri Hagen

Call to Order

Chair Spain called the meeting to order at 11:33 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the September 7, 2021 regular meeting were presented. Commissioner Creek moved that the September 7, 2021 regular meeting minutes be approved, seconded by Commissioner Ray and upon call of the roll, Commissioners Creek, Ray, Wilkins and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Wilkins moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Creek, and upon call of the roll, Commissioners Ray, Creek, Wilkins and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Wilkins moved to return to Open Session, seconded by Commissioner Ray, and upon call of the roll, Commissioners Creek, Ray, Wilkins and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Senior Clerk Typist, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Wilkins, and upon call

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
October 5, 2021
Page 2

of the roll, Commissioners Ray, Wilkins, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement and Establish Promotional Register for Fire Captain, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Creek, Ray, Wilkins and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement and Establish Eligible Register for Accounting Assistant, Commissioner Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Creek, Wilkins, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

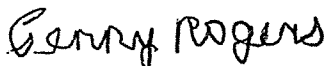
C. Receiving and Filing of Personnel Actions

Commissioner Ray moved that the appointments, promotion, oral reprimand, civil service status, requests for leave, relinquish position, probationary period extension, probationary resignation, and retirement be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Wilkins, Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Creek moved to adjourn the meeting, seconded by Commissioner Ray and upon call of the roll, Commissioners Wilkins, Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:50 a.m.

Respectfully Submitted,


Penny Rogers
Acting Secretary

City Manager

DATE: 11/9/2021

MEMO: 2021-11

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports

ATTACHMENTS:

Description	Type
Community Development, October, 2021	Cover Memo
IT, October, 2021	Cover Memo
Police, October, 2021	Cover Memo
Fire, October, 2021	Cover Memo
Public Works, October, 2021	Cover Memo

**COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
OCTOBER 2021**

PLANNING AND DEVELOPMENT DIVISION

For the month of October, the Planning and Development staff processed and reviewed commercial site plans and other development submittals. Two (2) major subdivision plats and two (2) variance petition were also submitted for compliance with local development regulations and ordinances. We have adapted to doing some reviews of digital submittals of site plans and other materials.

In October, staff in conjunction with other city departments reviewed thirty (30) submittals broken down by review type below:

Subdivision Plat	2
TRC	3
Cellular Tower Review	4
Demolition Permit	2
Fence Permit	7
Commercial Plan Review	8
Sign Permit	4

For the Decatur Urbanized Area Transportation Study (DUATS), staff held a Technical and Policy Committee Meeting.

We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments.

We are also handling the sale and acquisition of City owned property in furtherance of Community Revitalization. The majority of the vacant lots sold have been acquired by adjacent homeowners interested in expanding their outdoor living space with some of the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
1	45	\$29,150

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
0	0

BUILDING INSPECTIONS DIVISION

For October, we issued a total of 127 permits with a total work value of \$9,463,196 broken down by permit type below. Of those, we had three (3) permits with a value of over \$200,000. The Division performed 306 inspections and 22 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	8	\$7,664,923
Residential Building	14	730,414
Demolition	9	137,308
Electrical	11	29,405
Mechanical	4	17,684
Plumbing	26	121,995
Roof	38	583,120
Pool	0	0
Fence	0	0
Sign	5	87,084
Temporary Structure	0	0
Wheelchair Ramp	2	1,200
TOTAL	127	\$9,463,196

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, demolitions, and exempt activities.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- The City of Decatur continued to market and process the \$1.19 million dollar Department of Commerce and Economic Opportunities (DCEO) CURE's local ES grant to assist small businesses. DCEO issued a modification that will allow the City to assist more businesses.
- Staff continues working with Dove Financial Assistance using American Rescue Program (ARP) funds to assist residents with rent/mortgages and utilities. Over 25 residents were assisted in October and it is anticipated the balance of the funds may be exhausted by the end of November.
- Staff continues to work with our land bank to rehab or acquire various properties.
- Staff worked with Dove/Homeward Bound and various partners to assist residents with funds that may prevent eviction once the moratorium is lifted. MARC (Multi Agency Resource Center) is open each week on Thursday from 9-noon at the Decatur Public Library through October 28th. Agencies with funds are on site to help with rent, mortgage, and utilities in one location.
- Staff continues to work with Project READ and OKO as subrecipients for the public service funding from CDBG.
- Staff is working with Public Works to on a CDBG sidewalk project for the Johns Hill area. It is scheduled to be completed in December.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.

- City of Decatur continues to work with Community Investment Corporation of Decatur (CICD) as a sub recipient to assist small businesses with mortgage/rent and utilities. No numbers were available for assistance in September.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff continues work on the IHDA Single family Rehab grant and Strong Communities Grant.
- Staff began working to prepare FY2022 financial budget for: DCDF, Neighborhood Revitalization, CDBG, HOME, HOME-ARP, Strong Communities, Single Family Rehab, Cleanup-Greenup, and CDBG-CV. The Local ES Grant ends December 31st.
- Staff held its last City-wide Cleanup for 2021.
- Staff continues providing technical assistance to a local neighborhood organization who is interested in being a Community Housing Development Organization (CHDO).
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- The City has partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a new group home project. The overall project cost is about 4 million. Staff completed the environmental review and is waiting for approval to move forward.
- Staff continues working on the Clean-up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. This could include: tree removal or planting, removal of shrubs and bushes, cutting, disposal of debris and some modest landscaping. Partners include: Block by Block, Shemilah Outreach Center, Southside Improvement Association (SIA) and Coalition of Neighborhood Organizations (CONO).
- Staff continues working with HUD CPD-Chicago to ensure compliance with a multi-rental complex.
- Staff is working with a consultant to develop a plan on how we (Macon County & the City of Decatur) can improve our Workforce Development strategy. Staff met with various groups: Workforce Investment Solutions, Economic Development Council, Richland Community College as partners to participate in this process.
- Staff is working with a local lender to do work within the Johns Hill Neighborhood as a pilot program.
- Staff met with outside agencies, i.e. Dove, DMCOC dba Empowerment Opportunity Center, CICD, OKO, Shemilah Outreach, Decatur Community Partnership, SIA neighborhood group, Block by Block, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of October 2021.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
OCTOBER 2021**

NEW CASES	
Health & Safety (72 Hour)	113
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	30
No Garbage Service	12
Nuisance	143
Secure of Abandoned Buildings	20
Weeds	81
TOTAL	
	399

DEMOLITIONS	
Year-to-Date Demolished	23
New Cases	7
Sent to Legal	12
Sent to Council	0
Out to Bid	0
Contracts Granted	9
Contract Amount	149,750
Permits Issued	0
Permits Finaled	4
Active Demolitions	212

RE-INSPECTION VISITS	
Code Enforcement	959
Weeds	114
TOTAL	
	1073

GARBAGE SERVICE COMPLAINTS	
Received	1

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	61
Weeds	65

INVOICES*	
New Invoices	387
Dollar Amount	\$61,639.15

WEED ABATEMENT	
Contractor Mowed	84
Owner Mowed	18
TOTAL	
	102

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$1,150

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2021
October

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Created annual reports and other data extracts for Payroll to be used for calculation of the Police retro pay.
- Upgraded the Water Management Systems FCS (field client services) to the latest version.
- Created special one-time statistical data exports for City manager from the recycling carts application.
- Completed relocation of Firehouse 3 computer equipment and access into new firehouse.
- Completed data network segmentation work for MV Managers at Mass Transit.
- Updated video software used for the Council Chambers camera system and resolved content playing issue.
- Continued working with City Licensing to move licenses from MUNIS to OpenGov for easier public access.
- Working with the Fire Department to specify a data management system to replace the current application called Firehouse no longer being supported past 12/31/2021.
- Servers for the City's phone system upgrade were installed and tested at the Civic Center and Police Department.
- Continued working with Municipal Services Staff to replace the PetroVend fuel management system to Fuel Master Plus. The project is on hold until the interface from Faster is developed, tested, and deployed.
- City Staff is testing MUNIS enterprise planning resource system version 2019.1 for deployment in march of 2022.
- As of October 28th, enough material has arrived for Bodine to begin the City Fiber grant project.
- Looking at several different outsourcing and management opportunities for the City Website.
- In October, IT processed 47 Help Desk tickets, resolving 21 on the initial call (44.68% First Call Resolution Rate). First call resolution is lower than expected due to training a new person in the Help Desk role. There were no support ticket surveys returned during this support period.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton**

FROM: Shane Brandel

RE: October 2021 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month staffing was 139. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Police Chief	1 (Interim)
Deputy Chief	2 (1 of 2 Interim)
Police Lieutenant	4
Police Sergeant	17
<u>Police Patrol Officer</u>	<u>115</u>
TOTAL	139 Budgeted: 148

9 of the 139 are either at the Police Training Academy or in the Field Training Program

Zero retirements expected in November.

Civilian-Non Sworn Police Staffing

At the end of month staffing was 13. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Administrative Secretary	1
Crime Analyst	2
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	2
Part-time FOIA Officer	2
<u>Community Liaison Officer</u>	<u>3</u>
Total	13

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	2	12
Directed Patrols	17	169
Active Problem Oriented Policing Projects	0	1
Completed Problem Oriented Policing Projects	0	1
Parking Citations	52	424
Criminal Arrests	339	3059
Felony Drug Arrests	28	240
Firearms Seized	17	215
Traffic Citations	397	4886
Field Interviews	58	1499
Written Warnings	182	2029
Calls for Service/CAD incidents	4351	42945
Unlawful use of Motor Vehicle tows	95	515
Driving Under the Influence Arrests (DUI)	35	281
DUI involving accidents	13	89
Fatal Accidents	1	7
Traffic Accidents	234	2116
Accidents with Personal Injury	42	386
City Ordinances Arrests	6	134

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
7	121	1	12

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	69 grams	7196 grams @ \$10-gram	\$71,960
Cocaine-Powder	11 grams	868 grams @ \$100-gram	\$86,800
Cocaine-Crack	1 grams	159 grams @ \$100-gram	\$15,900
Heroin	2 grams	594 grams @ \$300-gram	\$178,200
Ecstasy	0 hits	4 hits @ \$20 hit	\$80.00
Meth	86 grams	2680 grams @ 100-gram	\$268,000
K-2/Pills:	0 pills	1118	
Search Warrants: 2		YTD: 34	
US Currency Seized: \$0		YTD: \$192,590	
Firearms seized: 5		YTD: 78	
Vehicles seized: 0		YTD: 3	
Arrests:16		YTD: 139	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 225	YTD: 1069
Cases closed/resolved: 58	YTD: 570
Criminal Arrests: 61	YTD: 354
Homicides: 0	YTD: 7
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 1	YTD: 8
Missing Person Investigations: 7	YTD: 69
Computer forensic Exams: 17	YTD: 502

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 125 YTD: 1,245

Freedom of Information (FOIA)

The Professional Standards Unit received 241 Freedom of Information Act requests for the month.

Total requests YTD in 2021 is 2,496.

U.S. Marshall's Great Lake Task Force

Felony Arrest:	24	YTD: 239
Misdemeanor Arrests:	1	YTD: 10
Total:		TTD: 249



DECATUR FIRE DEPARTMENT
MEMORANDUM
2021-14

November 8, 2021

TO: Scot Wrighton, City Manager

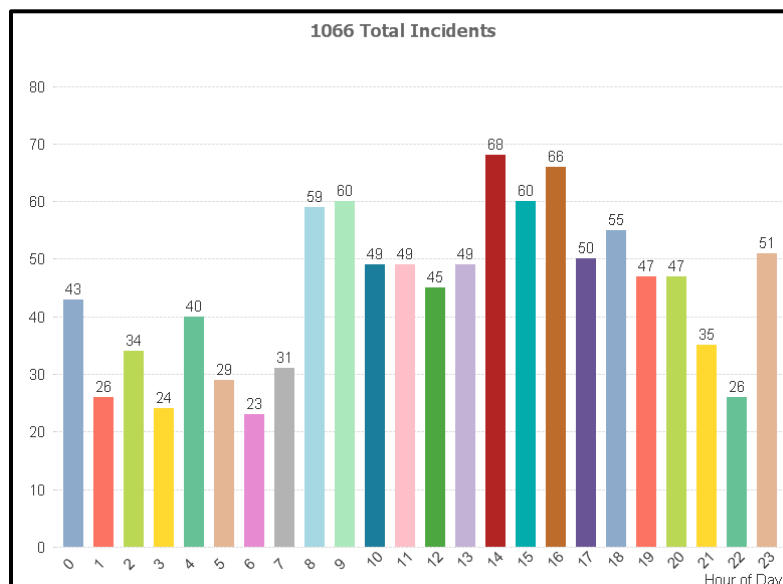
FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – October 2021

The Fire Department responded to 1066 alarms in October. The Department has responded to 10,280 alarms this year. This compares to 9,293 alarms at this point last year. New Self Contained Breathing Apparatus (SCBA) were placed into service and were funded by a nearly \$300,000 Federal grant used to replace 17 year old SCBA.

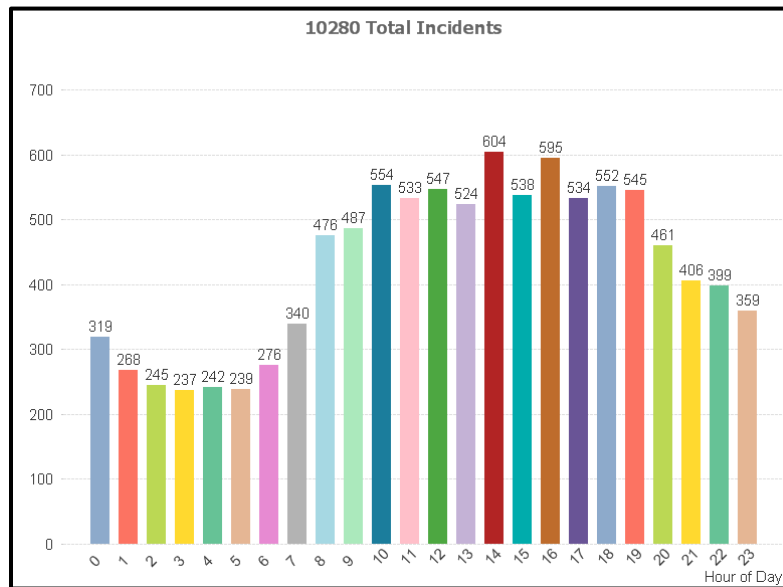
The new station 3 was completed, and the crews moved into the new station in late October. The new station 7 construction is underway as both houses were demolished and the lot was cleared. Concrete work for the new station will begin in November.

Three new firefighters graduated from the fire academy. One started working on shift, and the other two will start in a week after they complete some additional training. There will be two vacancies by the end of November that will be filled in the Spring of 2022.





DECATUR FIRE DEPARTMENT
MEMORANDUM
2021-14



TRAINING:

EMS hands on training: All members completed training on cardiac emergencies. Training consisted of demonstrating knowledge of anatomy and physiology of the heart and circulatory system. Identify signs and symptoms of various cardiac emergencies. Define the management of cardiac patients suffering from various pathologies. Review DFD region 6 ILS protocols on adult cardiac emergencies. State indications, doses, repeat doses for cardiac medications per DFD region 6 protocols. All training was completed by on duty instructors running companies through mock STEMI/MI scenarios utilizing the EMS manikin, including ECG rhythm recognition, meds, IV/IO access and ET intubation.

SOP/SOG review through the Target Solutions training site: F-106 Voice Amplifiers, F-109 SCBA Inspection, F-112 SCBA Program, F-114 Scott 40mm Industrial CBRN Face Piece Adapter, Administrative Policy F-152 Workplace discrimination, harassment, violence, and retaliation.

New SCUBA team members completed open water, full face mask, and dry suit training.

Several members participated in HAZMAT chlorine release emergency table top exercise at the south water treatment plant.

All companies completed fire drills in all City schools.

FIRE PREVENTION: No Report

**Public Works Department
Monthly Report
October 2021**

Engineering:

2021 Water Main Replacement Project:

Month Activity: Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work will not start in South Shores until late winter or early spring due to the delay in materials and after mid-November the streets will not be able to be restored with asphalt in a timely manner.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations.

The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of water main on Rea's Bridge Rd near the bridge across Lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages.

2021 State Motor Fuel Tax - Asphalt

Month Activity: Water Services and ADA Work started on Jasper in September. The paving is scheduled for November.

Project Background: The project was designed and advertised by engineering staff on June 2, 2021 with bids received on June 16, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on July 6, 2021.

2021 State Motor Fuel Tax – Concrete and Brick

Month Activity: The contractor has received delays from the manufacturer for the delivery of the brick, the brick is expected to be shipped in mid-November. Work should start once the brick is received and work will take three weeks to complete.

Project Background: The project was designed by engineering staff and advertised on May 12, 2021 with bids received on May 24, 2021. Kinney Co had the lowest responsive bid, the contract was approved on June 7, 2021. The project includes concrete patching on Airport Rd north of Route 36, MacArthur north of Ash, and 27th St North of Kile. It also includes repair of Main St between Oakland and Fairview. All concrete patching is complete.

Country Club Road Reconstruction Project:

Month Activity: All concrete work was completed along with the removal and replacement of base asphalt of phase 1 of 3 in October. Work is currently on phase 2 or 3.

Project Background: The project was designed and advertised by Engineering staff on July 7, 2021 with bids received on June 21, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on August 2, 2021.

Center Street Bridge Replacement:

Month Activity: Sangamo completion of the approach slab, cleanup and pavement in October. The bridge parapet, guardrail and striping are scheduled for November. The bridge is expected to complete in November.

Project Background: The design was completed by WHKS with bids received by IDOT on March 5, 2021. The bids were higher than the engineer's estimate and the City Council approved concurrence on April 5, 2021 to approve Sangamo's bid for \$1,595,148.92. IDOT

awarded the Bid to Sangamo in April and the preconstruction was on April 28, 2021.

Construction started in May of 2021. Sangamo removed the existing structure and build the low water level river crossing for construction on the new structure. Sangamo has completed the abutments, center pier, beams and deck.

2021 Trenchless Long Lining

Month Activity: Cleaning is complete, Insituform has completed approx. 20% of the locations. Work will continue into December.

Project Background: The project was designed and advertised by engineering staff on July 14, 2021 with bids received on August 4, 2021. The project is located at various locations around town using scoring determined by the City's CCTV program. The City received three bids with Insituform providing the lowest responsive. The project was awarded to on August 16, 2021.

2021 Storm Drainage Improvement Project

Month Activity: Two locations are on hold due to the lead time of the PVC pipe. The manufacturer currently will not provide an estimated delivery date on the pipe. The pipe material cannot be changed due to IEPA requirements.

Project Background: The project was designed and advertised by engineering staff on June 14, 2021 with bids received on July 8, 2021. The project is at various locations in need of repair or improvement. The City received three bids with Entler Excavating providing the lowest responsive. The project was awarded by City Council to Entler Excavating on July 19, 2021. Approximately 50% of the work has been completed.

2021 CDBG Sidewalk Improvement Project

Month Activity: Work is complete on Jasper and Wood Street. Work is expected to be

completed on Cantrell in November.

Project Background: The project was designed and advertised by engineering staff on July 26, 2021 with bids received on August 11, 2021. The project is scheduled to repair sidewalks to ADA standards on Wood St, Jasper St, and Cantrell St around the perimeter of the Johns Hill Neighborhood Project. The City received two bids with Entler Excavating providing the lowest responsive bid. The project was awarded on August 16, 2021.

Meadowlark Bridge Replacement Project

Month Activity: The final plans were approved by IDOT in October. The project was advertised on October 28 with bids due November 18. The project is anticipated to be presented for award on December 6th Council meeting.

MUNICIPAL SERVICES MONTHLY DATA 10/01/21 – 10/29/21

TASKS	QUANTITY	MANHOURS	OTHER INFO
CD Cleanups	93	321	
Home Secures	18	69.5	
Abatements	N/A	239.5	
Tree Trimming	76	142	
Tree Removal	15	222.5	
Storm Damage	N/A	48	
Mowing	N/A	196	
Culvert Installation	514	141	
Ditching	682	84	
Sewers Jetted	5384	43	
Sewers De-rooted	11207	32	
Street Sweeping	485 miles	612	
Spray Patcher	92	111.5	
Pothole Repairs	530	96	
Street Repairs(Asphalt)	242.80	155.5	
Snow Fence	1200 ft	51	
SS Utility Cuts Driveway	18.70 sq. yds	18	
SS Utility Cuts Pavement	78.70 sq. yds	130	
SS Utility Cuts Sidewalk	814 sq. ft	81	
Water Dept. Cuts Driveway	13.10 sq. yds	27.5	
Water Dept. Cuts Pavement	56.40	117	

Water Dept. Cuts Sidewalk	246 sq. ft	59.5	
Water Dept. Cuts Curb/Gutter	18 lineal ft	11	

**Water Production Division
Monthly Activity Report
October 2021
(Updated information in bold text)**

Lake Decatur Landscape Maintenance: There was no activity this month.

Lake Decatur Raw Water Intakes and Pump Station Study: Crawford, Murphy & Tilly (CMT) completed this study in January.

Lake Decatur Water Level: Lake Decatur was maintained at an average elevation of 614.1 feet (99% full) which is above average for October.

Lake Decatur Watershed Management Plan: Northwater Consulting is awaiting the results of the 2020 IEPA Section 319 grant application, preparing the 2021 USDA Regional Conservation Partnership Program (RCPP) grant application and continuing implementing the watershed water quality monitoring network. **The Lake Decatur Bluffs subwatershed plan was completed. The 2021 IEPA Section 319 grant application was submitted. The lake sedimentation (bathymetric) survey including the sediment traps is scheduled for November.**

Oakley Sediment Basin Management: Vegetation management and surface water drainage options for the basin are being reviewed.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.

2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.

South Water Treatment Plant East Clarifiers to Claricones Conversion: The request for construction bids was advertised on October 20 with a bid opening date of December 3.

Water Production: Continued analyzing water quality samples for the Lake Decatur Watershed Management Plan monitoring network. Completed fall clarifiers washouts and maintenance. 598.13 million gallons of potable water were pumped into the water distribution system which was 4.93% more than October 2020.

October 2021

Water Services:

Staff repaired 5 water main failures, 37 water services and 2 fire hydrants. Inspected 10 system valves, 1 fire hydrant, painted 40 fire hydrants and completed 1,170 Utility Billing service orders and 28 miscellaneous distribution system orders.