Monday, November 7, 2022
5:30 PM
City Council Chamber

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 October 17, 2022 City Council Meeting

V. Unfinished Business

VI. New Business

1. Ordinance Amending City Code Chapter 52 Alcoholic Liquor Section 34 Consumption or Possession of Alcohol in an Open Container in Public Places
2. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for Partial Demolition & Deconstruction of a Vacant Building on 333 E. Macon St.
3. Resolution Authorizing Amendment No. 3 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan, City Project 2019-38
4. Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Macon County Conservation District
5. Resolution Authorizing Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed
6. Resolution Authorizing the City Manager and/or Economic & Community Development Director to Amend Agreement with Shemilah Outreach Center for the Clean-Up Green-Up Initiative

7. 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. Resolution Approving Reappointment - Public Building Commission
   B. Resolution Authorizing Action Regarding Unsafe Structures
   C. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 865 W. Wood
   D. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 1378 N. Monroe
   E. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 1531 N. Clinton
   F. Resolution Authorizing the Execution of an Agreement with Clancy Coleman Excavating for the Demolition of Vacant Building at 1542 N. Church
   G. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 1517 N. Church

VII. Other Business

VIII. Study Session: Study Sessions are less formal meetings of the City Council called to discuss broad policy themes and obtain input from the governing body about proposals and initiatives that are still being developed. No formal votes are taken at Study Sessions, and no informal directions expressed at Study Sessions bind the City Council, or its individual members, to vote in a certain manner at a future City Council meeting. Members of the public should limit their remarks to three (3) minutes after Council discussion.

FY 2023 Budget Discussion

IX. Adjournment

Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2021

Informational Memorandum Communicating the Condition of the Police Pension Fund for the Year Ended December 31, 2021

SUBJECT: Approval of Minutes of October 17, 2022 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of October 17, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, October 17, 2022

On Monday, October 17, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp and Dennis Cooper. Councilwoman Lisa Gregory was absent. 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: Jim Taylor and Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the October 3, 2022, Regular City Council meeting were presented. Councilman Kuhle moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Wrighton gave an overview of the 2023 Tax Levy Ordinance.

Council members held a discussion on the proposed tax levy options.

R2022-172 Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2023, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2022-173 Resolution Authorizing Collective Bargaining Agreement for Pay and Benefits - AFSCME Council 31 and Local 268, General Service Employees, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Cliff Bruce, AFSCME President, spoke in support of the contract.

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

R2022-174 Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC for Tree Removal Various Locations, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Matt Newell, Public Works Director, answered questions from Council members regarding the bids.

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

R2022-175 Resolution Authorizing an Agreement with Archer Daniels Midland Company to Improve the City Portion of Christmas Tree Road, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

R2022-176 Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Final Services for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

Council members discussed alternatives that were in the Grand and Oakland Sewer Separation Study.

Councilman Horn made a motion to table the item until further discussion has been held with the appropriate parties; seconded by Councilman Cooper.

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

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

R2022-177 Resolution Accepting Metro Communications Company, Inc. Invoice for Installation of a Fiber Conduit Raceway starting at Grand Avenue & Calhoun Street and Ending at the Southeast Corner of 22nd Street & Locust Avenue, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Mr. Jim Edwards, Director of IT, gave a brief overview of the Resolution.

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

R2022-178 Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and CDWG for Wireless Routers and Antennas to be Purchased with Federal Grant Funding, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Mr. Jon Kindseth, Deputy City Manager, gave a brief overview of the Resolution.

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

R2022-179 Resolution Approving an Agreement between the City of Decatur and Decatur Habitat for Humanity Regarding American Rescue Plan Funds, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Mr. Jon Kindseth, Deputy City Manager, gave a brief overview of the Resolution and answered questions from Council members concerning the condition of the properties.

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

R2022-180 Resolution Authorizing an Agreement Between the City of Decatur, Illinois, and Lindy Lu LLC., for the Sale of Retired Fire Station #3 Located at 1308 and 1316 West Eldorado St., was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

Council members held a discussion on the proposal to add residential apartments.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through F. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Horn requested to remove Item D. from the Consent Agenda Calendar. The Clerk read items A., B., C., E., and F.:

Item A. R2022-181 Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority)
Item B. R2022-182 Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority)
Item C. R2022-183 Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Leslie William Good and Bridget Lynne Good
Item E. R2022-185 Resolution Authorizing a Representative to Sign Loan Documents for the South Water Treatment Plant Electrical Improvements City Project 2022-18
Item F. R2022-186 Resolution Authorizing Action Regarding Unsafe Structures

Councilman Kuhle moved Items A., B., C., E. and F. be approved by Omnibus Vote; seconded by Councilman Horn, and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-184 Resolution Authorizing a Representative to Sign Loan Documents for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

Council members spoke about the recent shooting that left two police officers injured and thanked the men and women of the Decatur Police Department for their service. Councilman Cooper reminded the public that October is Cancer Awareness month. Councilman Kuhle thanked the Police Department for traffic enforcement along North Water Street and thanked the Fire Department for the purchase of a fire apparatus.

With no other discussion, Mayor Moore Wolfe called for adjournment. Councilman Kuhle moved the City Council meeting be adjourned, seconded by Councilman Horn and upon call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:05 p.m.

Approved_____
Kim Althoff
City Clerk

Legal Department

DATE: 11/3/2022

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

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

SUBJECT: Ordinance Amending Chapter 52 Alcoholic Liquor Section 34 Consumption or Possession of Alcohol in an Open Container in Public Places.

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

BACKGROUND: The proposed ordinance is purely a technical "clean-up" of the city's existing ordinance language governing the consumption of alcohol in public places. The existing ordinance language does not mention Preston Jackson Park or the municipal band shell. The proposed ordinance inserts these updates.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 52	Ordinance

ORD NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 52 –
- ALCOHOLIC LIQUOR –

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 34, so that Section 34 as so modified and amended, shall provide as follows:

34. **CONSUMPTION OR POSSESSION OF ALCOHOL IN AN OPEN CONTAINER IN PUBLIC PLACES.**

A. Alcoholic liquor shall not be consumed or possessed in an open container at any time within the City at, in or on the following places:

(1) The right of way of any public highway, street or alley, except as otherwise expressly provided in this Code;

(2) Downtown Parks, including Central Park, the Memorial Band Shell , and Preston Jackson Park, except as otherwise expressly provided in this Code, and not including the Transfer House if in conjunction with an approved event;

(3) Public places located in the Central Business District, as defined in this Code, not including any places that have been issued outdoor café permits;

(4) The Street Division and Transit buildings, garages and grounds;

(5) The South Water Treatment Plant and grounds; or any firehouse.

B. The Council may provide by ordinance for the consumption or possession of an open container of alcoholic liquor, or the consumption or possession of an open container of wine and beer only, and provide for the regulation of the manner of such consumption or possession of an open container, for limited periods of time at, in or on any or all of, or any portion of, those places listed in Section 34A of this Chapter.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of November, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2022.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 52
- ALCOHOLIC LIQUOR –

34. CONSUMPTION OR POSSESSION OF ALCOHOL IN AN OPEN CONTAINER IN PUBLIC PLACES.

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(4) The Street Division and Transit buildings, garages and grounds;

(5) The South Water Treatment Plant and grounds; or any firehouse.

B. The Council may provide by ordinance for the consumption or possession of an open container of alcoholic liquor, or the consumption or possession of an open container of wine and beer only, and provide for the regulation of the manner of such consumption or possession of an open container, for limited periods of time at, in or on any or all of, or any portion of, those places listed in Section 34A of this Chapter.

DATE: 11/3/2022

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT:
Resolution Authorizing the Execution of an Agreement with Steve's Trucking for Partial Demolition & Deconstruction of a Vacant Building on 333 E. Macon St.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Bid-333 E. Macon	Backup Material

OFFICE OF THE CITY MANAGER

DATE: November 7, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing Execution of an Agreement with Steve's Trucking for Partial Demolition & Deconstruction of 333 E. Macon St.

RECOMMENDATION: It is recommended by staff that a partial demolition be approved.

BACKGROUND: The City has acquired property previously operated by Tommy House Tire at 333 E. Macon St. The site has numerous buildings as shown in the attached drawing, totaling more than 60,000 square feet. We have always anticipated demolishing some buildings due to their deteriorated conditions. Staff believes it is necessary to perform this demolition before the first major snowfall, because the existing roof is failing. Attached is a picture showing the condition of the roof. This property will have many more renovations to come over the next couple of years.

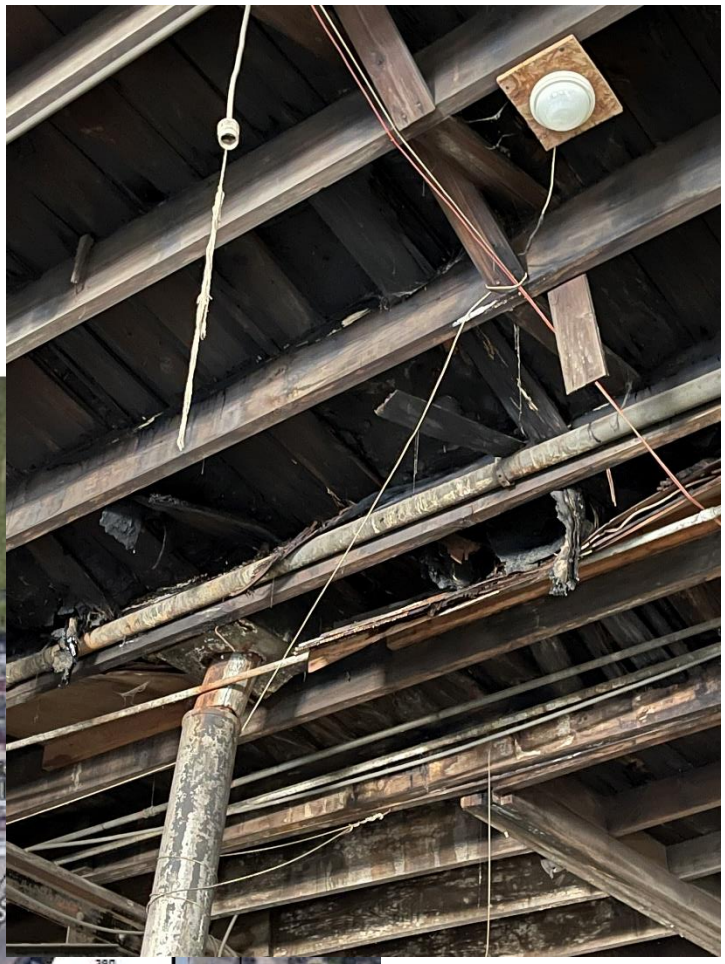
Staff sought a proposal from Steve's Trucking to demo this portion of the building. We also engaged AEX to provide structural analysis and deconstruction oversight. We know that Steve's has done these types of projects in the past and can do this job within days of council authorization. This project will demo approximately 11,000 square feet of building space, while preserving the existing concrete slab. We will also need to shore up two brick walls, will become the new exterior walls of the remaining building. This work will be done by someone else at a later date.

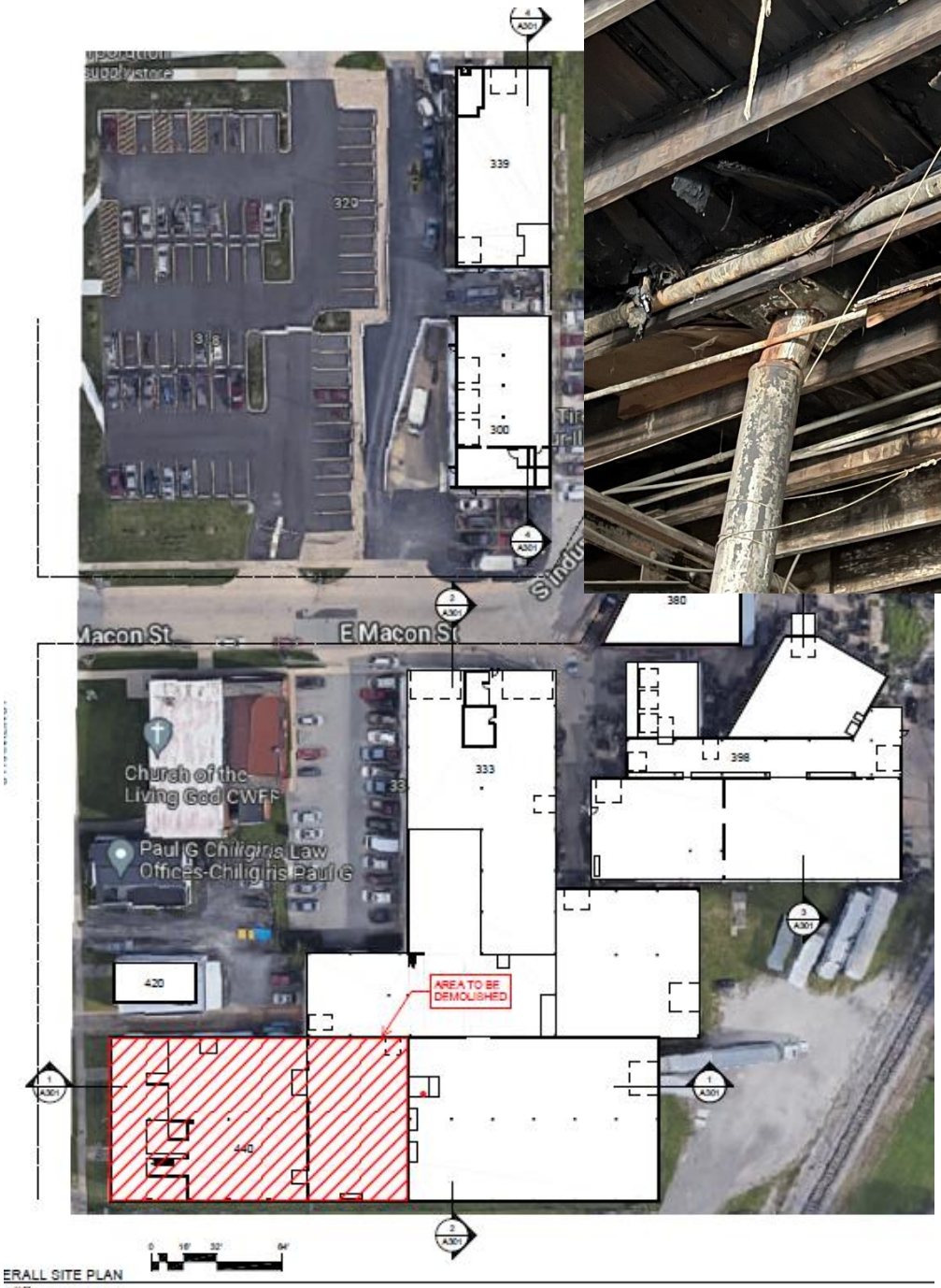
POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth or, Lacie Elzy at 217-424-3559 or LElzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: This contract is for an amount of $75,920.00

Deteriorated roof members and area of demolition





ERALL SITE PLAN

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH STEVE'S TRUCKING FOR PARTIAL DEMOLITION & DECONSTRUCTION OF A VACANT BUILDING ON 333 E. MACON ST.

WHEREAS, the City owns property located at 333 E. Macon Street, containing several structures utilized for various uses over the years by private industries: and,

WHEREAS, a portion of one of the structures located on the property is in a dangerous and unsafe condition and in imminent danger of partial collapse with a snow load; and,

WHEREAS, the structure needs to be partially demolished and deconstructed and the City desires to partially demolish and deconstruct the structure in an expeditious manner; and,

WHEREAS, there is insufficient time to request bids for demolition and deconstruction of the structure for safety purposes to persons and property; and,

WHEREAS, there are limited contractors capable and available in the City to partially demolish and deconstruct this structure as needed; and,

WHEREAS, Steve's Trucking has the capability and availability to partially demolish and deconstruct this structure as needed.

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

Section 1. That the proposal received for the partial demolition and deconstruction of the southwest corner of the building at 333 E. Macon St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid proposal of Steve's Trucking in the amount of $75,920 for the SW wing of 333 E. Macon St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That city staff be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Steve's Trucking for their total bid price of $75,920.00.

PRESENTED and ADOPTED this 7th day of November 2022.

_____

Julie Moore Wolfe, Mayor

ATTEST:

_____

Kim Althoff, City Clerk

STEVE'S TRUCKING, INC. DBA DEMOLTION SPECIALISTS

3320 Woodland Shores Dr., Decatur, IL 62521

217-428-6116 Office / 217-454-3117 Butch

stevestruckinginc@gmail.com

Jon Kindseth
217-450-2323
jkindseth@decaturil.gov

November 1, 2022

BID PROPOSAL

PROJECT: **333 E. Macon St., SW wing**

This bid is for the demolition at the above said location. The roof and sidewalls will be demolished. We will carefully separate the building from 2 brick walls, to ensure they are sustained for use. Concrete foundation will remain for future construction. The owner is responsible for a necessary asbestos survey and potential removal of all asbestos containing material prior to Steve's Trucking, Inc. beginning demolition.

This bid includes the plugging of sanitary sewer, demolition permit, and a 10-day EPA notification filing. The owner is responsible for terminating gas and electric services. This process has been known to take 3-4 weeks. The owner can terminate gas and electric services by calling Ameren at 1-888-659-4540. We can begin working as soon as all utilities are terminated, and proper permits are obtained for the above said location.

BID: $75,920.00

We propose to furnish materials and labor to complete all work in accordance with this specified sum of **seventy-five thousand nine hundred twenty and 00/100 dollars**.

Payment must be made upon completion of this said bid project. If not, a lien will be filed against the property within 14 days and owner will be responsible for all legal fees. All material is guaranteed to be specified. All work to be completed in a substantial workman like manner according to specifications submitted, per standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance.

NOTE: If proposal is not accepted, contract can be withdrawn within 60 days. Acceptance of proposal, the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

AUTHORIZED SIGNATURE: Butch L. Smith DATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

DATE: 10/10/2022

MEMO: 2022-57

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT:
Resolution Authorizing Amendment No. 3 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan, City Project 2019-38.

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Authorizing Amendment No. 3 for Prof Engineering Svc Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan	Resolution Letter

Public Works

DATE: 10/10/2022

MEMO: 2022-57

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT:
Resolution Authorizing Amendment No. 3 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan, City Project 2019-38.

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 Amendment No. 3 for Professional Engineering Services Agreement with Northwater Consulting for Phase 4 of the Lake Decatur Watershed Management Plan for a cost not to exceed $880,585.76.

BACKGROUND:
WHAT IS THE WATERSHED MANAGEMENT PLAN AND LONG TERM STRATEGY?

The Watershed Management Plan was presented to the City Council on May 10, 2021. In a nutshell, the Plan provides financial incentives and technical assistance to watershed landowners and farmers to manage their properties to significantly reduce the amount of sediment and nutrients entering Lake Decatur. This is currently being accomplished by:

- Subwatershed planning, which identifies sediment/nutrient reduction strategies or Best Management Practices that can be implemented within the area.
- Entering into land use agreements with watershed landowners to install Best Management Practices (BMPs) to improve water quality.
- Promoting and financially incentivizing water quality improvement farming practices
- Managing over $10 million in federal and state funded RCPP and 319 grants.
- Installing and managing a water quality monitoring network for the lake.

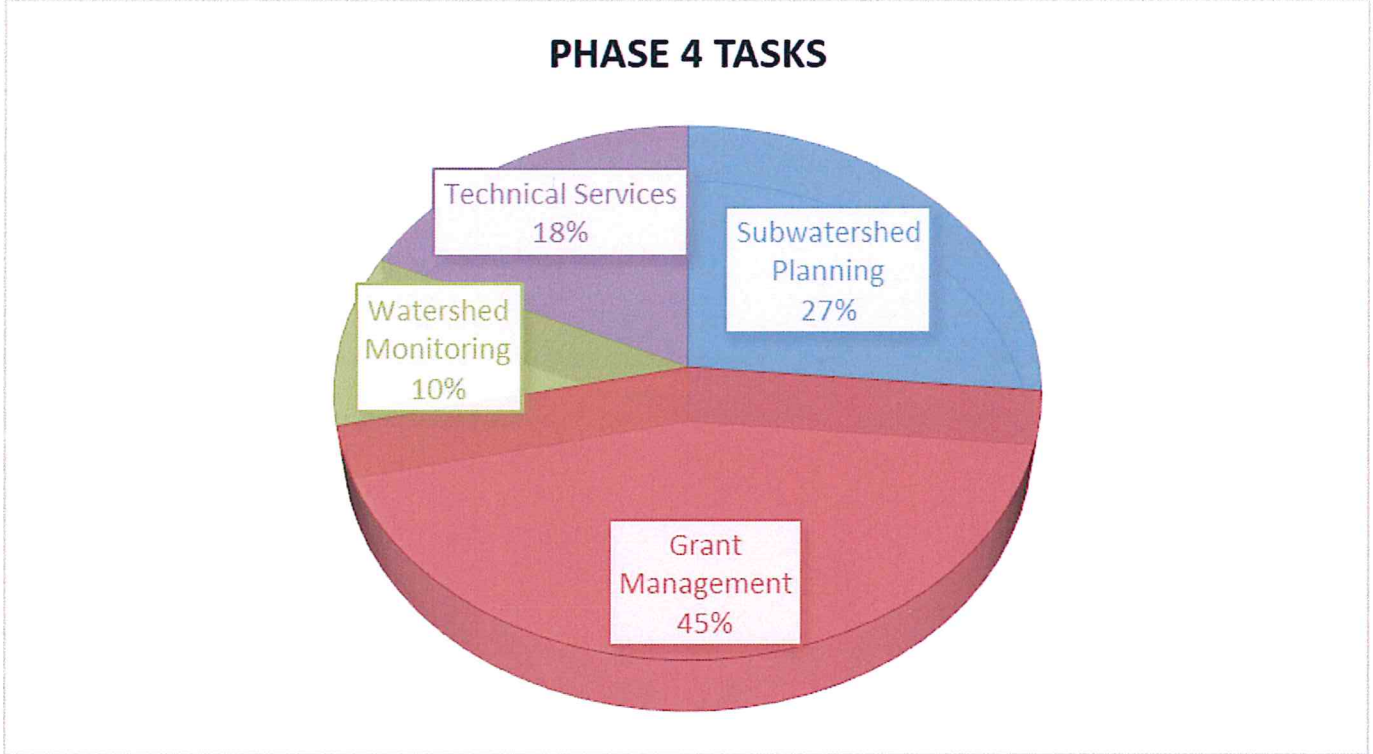
WHAT HAVE BEEN THE RESULTS OF THE NORTHWATER AGREEMENT?

1. The Lake Decatur Watershed Management Plan & Initiative Long-Term Strategy was completed and presented to the City Council in May 2021. This strategy, which is currently being implemented, is designed to significantly reduce the amount of sediment and nutrients entering Lake Decatur.
2. Northwater spearheaded efforts which enabled the City to obtain over $10 million in federal and state grants. It is anticipated that the City will soon receive an additional $250,000 in state grants to construct watershed improvements.
3. Northwater obtained over $15 million in cash and in-kind services from over 50 private and public partners for the City's USDA RCPP federal grant recently awarded to the City.
4. Detailed subwatershed plans have been completed and others are ongoing which identify high priority locations to install sedimentation/nutrient reduction improvements. They also allow the City to continue successfully competing for future federal and state grant funds.
5. A comprehensive water quality monitoring network has been established at several watershed locations including Lake Decatur to estimate the inflow of sediment and nitrate nitrogen into Lake Decatur and the effectiveness of the watershed management plan. A real time monitoring website and data management system have also been established.
6. Northwater assisted with the City's Oakley sediment storage basin management, assessment of City controlled properties for water quality improvements, and developed draft guidelines and by-laws for lakeshore properties.

7. Northwater is working to advance large infrastructure projects including the potential of installing a series of large water treatment practices such as: anchored floating wetlands in the lake, large scale wetland development on City owned property adjacent to the lake and reconnecting watershed streams to their natural floodplains.
8. Northwater has been consistently under budget due to conservative invoicing including their coordination of the donation of about $40,000 in monitoring system equipment used by the Illinois Environmental Protection Agency and The National Great Rivers Research & Education Center.

RECOMMENDED NEXT STEP - WATERSHED MANAGEMENT PLAN PHASE 4

Due to Northwater's high quality work on Phases 1 through 3 of the Plan, and their ability to maximize the amount of grant funding for the City, it is recommended that Northwater be authorized to proceed with the Phase 4 tasks identified below.



Grant Management – 45% ($396,986)

- Grant Applications and Management of two or more IEPA Section 319 grants.
- Grant Management and Execution for the $9.88M USDA RCPP grant.
- Watershed Coordination and Plan Implementation. Conduct targeted landowner and partner outreach and engagement. Design and oversee construction of Best Management Practices (BMPs) that have been identified for the watershed.
- Implement an online Watershed Management System. A custom watershed management system will be configured for the Lake Decatur watershed using a Spatial Watershed Assessment and Management Model (SWAMM), a customized web-based software that enables users to explore maps and spatial data from completed subwatershed plans, analyze nutrient and sediment loading, perform cost-benefit analysis, and evaluate and track BMPs and scenarios to reduce nutrient and sediment delivery to lakes. The system's interface allows for the use of watershed GIS data and watershed pollutant load model without the need for ESRI ArcMap software or knowledge of GIS.
- To the extent that tasks in this category can be moved to in-house staff, they will be, resulting in a reduction in fees covered by this agreement.

Subwatershed Planning – 27% ($232,718)

- Complete Friends Creek Watershed Nine Element Plan Update. Nine Element Plans are highly detailed watershed reviews and are mandatory to apply for state and federal watershed improvement grant funding.
- Complete Wildcat Creek, Willow Branch and Sand Creek Nine Element Plans.
- Begin Camp Creek and South Camp Creek Nine Element Plans.
- To the extent that tasks in this category can be moved to in-house staff, they will be, resulting in a reduction in fees.

Technical Services – 18% ($159,821)

- Special Project Advancement for Watershed Management Plan Phase 1, 2 and 3 identified special projects and initiatives.

- BMP Engineering and Design. Since the Macon County Soil & Water Conservation District no longer provides these services and the City has been unable to recruit qualified Watershed Specialist applicants, Northwater will continue providing these services on farmland within the watershed to implement IEPA Section 319 grants and other erosion control/nutrient loss reduction projects as needed, and as directed by City staff, and train new City staff to execute these functions.
- Lake Sedimentation and Bathymetry Program. Complete lake-wide bathymetry maps for post-dredging baseline to monitor sediment accumulation, research and public use.

Watershed Monitoring – 10% ($91,060)

- Continue installing and overseeing water quality and sediment monitoring program in the Lake Decatur watershed and the lake itself, including data management.

WATERSHED MANAGEMENT PLAN PHASE 4 BUDGET

In depth budget details are on the last three pages of the attached scope of services with a cost not to exceed $880,585.76. It is estimated that between $171,500 and $290,500 will be reimbursed to the City from previously awarded IEPA Section 319 and USDA RCPP grants, so the net cost to the City is estimated to be between and $590,086 and $672,086.

PRIOR COUNCIL ACTION:

On February 24, 2020, the City Council authorized a Professional Engineering Services Agreement with Northwater Consulting (Northwater) for Lake Decatur Watershed Management Plan, Phase 1 for a cost not to exceed $190,442.98.

On October 5, 2020, the City Council authorized Amendment No. 1 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan, Phase 2 for a cost not to exceed $299,463.22.

On May 10, 2021, the City Council received a presentation on the Lake Decatur Watershed Management Plan & Initiative Long-Term Strategy.

On November 1, 2021, the City Council authorized Amendment No. 2 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan, Phase 3 for a cost not to exceed $465,183.47.

COUNCIL PRIORITY GOALS:

This project addresses City Council's Priority Goal #6, Key Implementation Strategy #3: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and proper watershed stewardship for the future.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

This project's documents were submitted to the Legal Department for review on October 10, 2022.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt and Jeff Boeckler with Northwater will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:

These expenditures will be paid from the Water Capital budget. This phase (Phase 4) of the project will take approximately 14 months to complete.

ATTACHMENTS:

Description	Type
Resolution Authorizing Amendment No. 3 for Prof Engineering Svc Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AMENDMENT NO. 3 FOR PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NORTHWATER CONSULTING FOR LAKE DECATUR WATERSHED MANAGEMENT PLAN CITY PROJECT 2019-38

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

Section 1. That Amendment No. 3 presented to the Council herewith as Exhibit A and made part of hereof, between Northwater Consulting and the City of Decatur, 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 Amendment No. 3 between the City of Decatur, Illinois and Northwater Consulting for a cost not to exceed $880,585.76.

Section 3. That the changes in the above described agreement are germane to said agreement, as signed, and the amendment is in the best interest of the City of Decatur and is authorized by law.

PRESENTED AND ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

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

Exhibit A

Amendment

Date: October 26, 2022 Project: Lake Decatur Watershed Management Plan
Request No. 3 ☐ Final Project Number: 2019-38

Consulting Engineer: Northwater Consulting
Address: 960 Clocktower Drive, Suite F
Springfield, Illinois 62704

I recommend that an ☒ addition ☐ deduction of $880,585.76 be made to the above contract.

I recommend that an extension of 426 days be made to the above contract completion date.
The revised completion date is now 12/31/2023 .

Amount of original contract	$	190,442.98
Amount of previous change orders	$	764,646.69
Amount of current change order	$	880,585.76
Amount of adjusted/final contract	$	1,835,675.43

Total net ☒ addition ☐ deduction to date $ 1,645,232.45 which is 864% X of Contract Price

State fully the nature and reason for the amendment:

Amendment to transition to 14 month long Phase IV of Lake Decatur watershed planning effort. A $9.88M United States Department of Agriculture RCPP grant was recently awarded to the City, significantly increasing the scope of work and effort requested of Northwater.

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

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

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

Recommended _____ Public Works Director _____ Date

Approved _____ Mayor _____ Date

Attested _____ City Clerk _____ Date

Phase IV

Lake Decatur Watershed Management Plan

SCOPE OF SERVICES & BUDGET

Northwater Consulting

October 3, 2022

Rev. October 11, 2022

Exhibit A.1

PHASE IV – Watershed Initiative Development

Phase IV Period: November 1, 2022 through December 31, 2023 (14-months)

Task Summary	Description
Task 4.1. Nine Element[1] Watershed Plan Friends Creek Update	• Finalize watershed plan update to include implementation plan and water quality modeling only. • Initiated in 2022, to be completed during Phase IV under 2020 319 award.
Task 4.2. Nine Element Watershed Plans Wildcat Creek, Willow Branch, and Sand Creek	• Finalize 9-element plan(s) for these three subwatersheds. • Initiated in 2022, to be completed in 2023.
Task 4.3: Nine Element Plan - Camp Creek and South Camp Creek	• Initiate 9-element subwatershed plans for Camp Creek and South Camp Creek. • Plans to be finalized in 2024 under next phase. • Awaiting notice of 2021 Section 319 grant award prior to commencing.
Task 4.4: 319 Grant Applications & Management	• Compile annual grant applications. • Finalize awarded grant agreements and notices to proceed. • Assist City staff with Section 319 grant management and reporting.
Task 4.5: RCPP[2] Management & Execution	• RCPP negotiations and agreements. • Assist City staff with Project Management. • Partner coordination. • Outcome measurement, RCPP-specific monitoring and tracking. • Landowner outreach and one-on-one meetings. • Prepare landowner BMP concepts. • Assist City with program budgets.
Task 4.6: Watershed Coordination & Plan Implementation	• Provide guidance to County SWCDs and assist city with cost-share program if needed. • Conduct one-on-one landowner outreach and engagement.

[1] Nine minimum elements for planning are defined by the Environmental Protection Agency and necessary for grant funding

[2] Regional Conservation Partnership Program of the United States Department of Agriculture

Task Summary	Description
	• Advance BMPs as identified in Bluffs and other completed plans – develop landowner plans to be advanced for survey and design.
Task 4.7. Special Project Advancement	• Prior phases identified and advanced special projects and initiatives with potentially significant water quality benefits and RCPP leveraging opportunities. • Further advance the following opportunities: specialty crops and development of Oakley sediment dewatering basin, conservation practices on City-owned farmland including DeWitt wellfield, carbon and water quality trading, and anchored floating wetlands.
Task 4.8. Section 319 Grant BMP Engineering & Design	• Survey, design, permitting and engineering of 2021 319 grant projects.
Task 4.9. Watershed Monitoring Program	• Continue coordination with the Illinois State Water Survey (ISWS) regarding monitoring at three stations (Sangamon at Cisco bridge, Long Creek, Friends Creek). • Continue automatic monitoring station at Cisco Bridge in partnership with NGRREC. Support NGRREC as needed. • Storm-event sampling at three stations and continued baseline monitoring of select BMP sites. • Data management and annual report.
Task 4.10. Lake Sedimentation & Bathymetry Program	• No major activities planned. Finalize City deliverables and support City bathymetry data requests. • 2024 survey of traps and select transects tentatively planned.
Task 4.11. General Consulting	• Budget for general consulting for out-of-scope services or support that may be requested such as assistance with 2023 City-funded BMP projects.
Task 4.12. Online Watershed Management System	• Platform configuration and initial launch. • System for tracking BMPs, grant management support and progress towards goals and objectives. • Covers 2 years of hosting and maintenance.

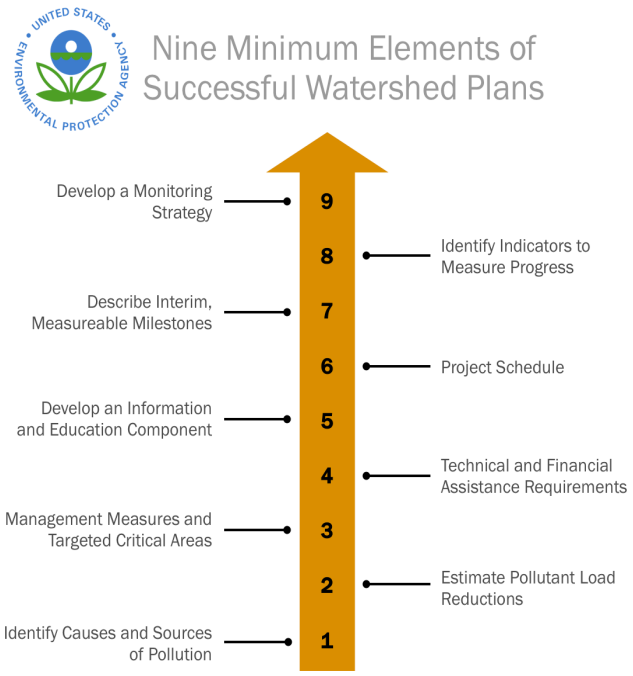


Figure 1 - Nine Minimum Elements Required by Illinois EPA

Task 4.1: Nine Element Watershed Plan – Friends Creek Update

Watershed plan enhancements will be completed for Friends Creek as outlined in the Long-Term Strategy (LTS). The current plan is lacking specific project locations, accurate nutrient and sediment loading estimates and project-based load reductions. Northwater will continue to update the current plan with an actionable implementation component and build a pollutant load model to improve estimates and improvements from project implementation. A portion of this budget is funded through the Illinois EPA Section 319 program. The following activities will be performed to update the plan:

1. Data mining.
2. Complete field work and develop custom map layers.
3. Quantify causes and sources of pollution.
4. Pollution load modeling and analysis.
5. Update nutrient and sediment reduction targets.
6. Identify and map field/property specific management practices.
7. Load reduction calculations.
8. Identification of critical areas & hot spots – prioritize based on nutrient and sediment reductions achieved.
9. Update cost estimates.
10. Landowner/public outreach and meetings.
11. General coordination.

Task 4.2: Nine Element Watershed Plan – Wildcat Creek/Willow Branch & Sand Creek

Nine element plans for Sand Creek and Wildcat Creek (Sangamon River & Willow Branch) were initiated in 2022 (Phase III). They will be completed will be completed in Phase IV and a portion of the budget has been secured through the Illinois EPA Section 319 program.

This task will include the following activities to complete the plans:

1. Data mining.
2. Complete field work and develop custom map layers.
3. Complete watershed characterization and inventory.
4. Identify causes and sources of pollution.
5. Pollution load modeling and analysis.
6. Establish nutrient and sediment reduction targets.
7. Field/property specific management practices.
8. Load reduction calculations.
9. Identification of critical areas & hot spots – prioritize based on nutrient and sediment reductions achieved.
10. Landowner/public outreach and meetings.
11. Education and outreach component consistent with RCPP strategy.
12. Cost estimates and milestones.
13. General coordination.

Task 4.3: Nine Element Watershed Plan – Camp Creek/South Camp Creek

A nine-element watershed plan for Camp Creek and South Camp Creek will be initiated based on the subwatershed plan sequencing defined in the LTS. Depending on grant award notice timeline, approximately 50% of this plan will be completed in 2024. An Illinois EPA Section 319 grant application has been submitted that may fund a portion of this planning effort. This task will include the same activities listed in Task 4.2

Task 4.4: 319 Grant Applications & Management

This task will include preparing Section 319 grant applications in late 2022 and/or 2023, as well as assisting the City with management and oversight of awarded 319 applications.

The 2020 319 grant application was awarded and commenced in 2022. The 2021 319 grant application was submitted and awards have not yet been announced. If awarded, the two-year grant will help fund planning (Task 4.3), and on-the-ground implementation.

Northwater will assist City staff in grant management as outlined below:

1. Quarterly reporting and BMP forms.
2. Partner coordination and project management to ensure deadlines are met.
3. Final reports.

Northwater will prepare and submit a Section 319 grant application(s) in late 2022 and 2023 if the City decides to pursue additional 319 grants. Parameters of this application will be developed based on outcomes of Task 4.4.

Task 4.5: RCPP Management & Execution

A Regional Conservation Partnership Program (RCPP) application and program was recently awarded to the City of Decatur. The program budget is ~**$25M** dollars of federal funds and partner contributions, with **$9.8M** pledged by the USDA. The USDA has initiated recipient negotiations which must be completed by March 2023. A Phase IV budget allocation will be used to finalize these negotiations and agreements and commence work on the RCPP.

The budget and scope assume that Northwater provides a part-time support role to the City. The roles, responsibilities and level of effort will be better defined and take shape during the first 6-months of the program, at which time this task and the budget can be further discussed and structured.

It is anticipated that Northwater will support the City with the following:

1. USDA negotiations and RCPP agreements.
2. Coordination and management with partners and USDA.
3. Partner and contribution tracking / auditing.
4. Targeted landowner outreach and field-level conservation concept planning.
5. Outcome measurement and tracking.
6. Program expansion, engagement additional partners and improving capacity.
7. Program promotion and presentations.
8. General oversight and project management.

Task 4.6: Watershed Coordination & Plan Implementation

Northwater will work with County SWCDs, the City and others to implement completed subwatershed plans and enhance/expand the newly established City-funded cost-share program. This will include:

1. Provide guidance and training to SWCD and City staff.
2. Conduct strategic one-on-one landowner outreach to forward critical practices on private property identified in the plan(s).
3. Develop landowner concept BMP plans and cost-estimates to facilitate landowner agreement (pre survey & design phase).
4. Work with partners to advance projects prioritized on City-owned property. This includes wetlands, re-connecting streams to their floodplains, prairie restoration, and urban BMPs.

Task 4.7: Special Project Advancement

During previous phases, special projects and initiatives were identified that could generate significant water quality benefits to the lake and watershed. This task includes advancement of some of these projects, including the identification of opportunities and grants to leverage funding for implementation.

These projects included:

1. Upper lake and Big/Long Creek floating wetland system.
2. Specialty crops, fertilizer field trials, treatment wetland and erosion control at the DeWitt well field.
3. Conservation practices on City-owned farmland.
4. Carbon and water quality trading pilot program.
5. Development of sediment dewatering basin to forward opportunities that generate revenue for watershed improvements and grant "match."
    a. Production agriculture and organic crops.
    b. Conservation and innovation.
    c. Marketing and outreach initiatives (i.e. locally sourced products).

This task is available to support further advancement of some or all of these projects on an opportunity basis. These project opportunities all require coordination and synthesis between the City, stakeholders, landowners, regulators, and the private sector.

In Phase IV, a special project priority is to advance feasibility analyses, develop cost estimates, and explore funding opportunities for the anchored floating wetland concept.

Task 4.8: Section 319 BMP Engineering & Design

Northwater will provide survey, engineering and design services under Phase IV for up to four BMP projects. A preliminary list of projects is outlined below, however, the specific projects are subject to amendment.

- This task includes up to four projects
    - The Atkins property (Bluffs subwatershed) terraces and grade control structures
    - The Bendsen property (Friends Creek subwatershed) wetland / pond
    - The Jacobs property (Bluffs subwatershed) ponds and dry dams
    - The City-funded DeWitt wellfield terrace BMP project (not Section 319)

This task is not intended to include survey, design and engineering services for special projects (Task 4.6) or 2023 City-funded BMP projects. For completion of ongoing 2022 City-funded BMP projects, Northwater will utilize remaining budget from Task 3.6 of Phase III.

Task 4.9: Watershed Monitoring Program

The monitoring program initiated in Phase II will be continued. During this phase the buildout (capital and setup costs for monitoring infrastructure) will be completed unless other specific monitoring locations are added in the future. Subsequent years of monitoring will have improved efficiency in terms of time and cost investments to support a sustainable long-term solution.

Under phase IV, a preliminary agreement with National Great Rivers Research and Education Center (NGRREC) will include the pro-bono use of automatic sampling equipment for several of the monitoring stations which will significantly reduce stormwater monitoring costs once those systems are deployed.

Phase IV monitoring activities include:

1. Discrete Monitoring
    - Water quality monitoring will continue in partnership with ISWS approximately bi-weekly at the three stations established in late 2019. Locations include, (i) Sangamon River IL 32, (ii) Friends Creek and (iii) Big/Long Creek. Storm-event sampling will target 4-5 storm events during Phase IV. Samples are submitted to the ISWS laboratory for analysis.
    - In Phase IV, the Friends Creek and Big/Long Creek stations will have continuous water level sensors and telemetry systems installed.
    - In Phase IV, automatic water sampling equipment will be installed at 2 or 3 stations to better capture storm events.
2. Continuous Monitoring
    - Northwater will continue to support management of the automatic monitoring station on the Sangamon River at the IL 32 bridge. This is in partnership with NGRREC and includes river stage, nitrate, turbidity, temperature/conductivity, dissolved oxygen and dissolved organic matter. The monitoring sensors, telemetry and solar power system was purchased under Phase II and installation was completed in 2022.
    - On behalf of the City, Northwater will coordinate with NGGREC in the maintenance and operation of the system to minimize downtime. Data will be regularly checked with QA/QC procedures to make sure the station and sensors are in in working order and data quality is satisfactory.
    - BMP Monitoring sites
        - DeWitt Well Field – Baseline monitoring to characterize stormwater and drainage tile flows and sediment and nutrient concentrations. In Phase IV, automatic water sampling equipment will be installed courtesy of NGRREC to better capture storm events.
        - Bluffs Ravine (BMP102) – Baseline monitoring of bank erosion will continue, as well as collection of stormwater samples for sediment and nutrient analysis when feasible.

3. Data Management

    - Server, data, web application and telemetry costs.
    - Monitoring data will be managed and maintained in a relational database system using MS Access. A database architecture has been developed in coordination with the ISWS to make synthesizing data between organizations more efficient.
    - Northwater will also work on developing tools and processes for data validation and QA/QC of sensor data.
    - Online access to sensor and telemetry data will be maintained by Northwater, this includes all telemetry and server related-costs.
    - Managing and maintaining data will be an on-going and important part of the monitoring program.

Task 4.10: Lake Sedimentation and Bathymetry Program

The lake-wide bathymetric baseline mapping was mostly completed in Phase III, so no major activities are planned. It is expected that resurveying of sediment traps and select transects will occur in 2024 (Phase V).

A small budget is included under this task if necessary to finalize City deliverables from the 2022 bathymetry surveying, and to support any City requests related to lake bathymetry data.

Task 4.11: General Consulting

Due to the diverse range of tasks and activities in Phase IV, a general consulting task is included to efficiently support the City as needed in case out of scope engineering or environmental consulting is requested. For example, this may include some support with 2023 City-funded BMP projects, if necessary.

Task 4.12: Online Watershed Management System

The Spatial Watershed Assessment and Management Model (SWAMM) is a custom web-based watershed management software that will be deployed and configured for the Lake Decatur watershed.

The software is a key tool for managing implementation projects in large and complex watersheds. It also helps assure that watershed investments occur in locations that are contributing higher rates of sediment and nutrients.

The system supports planning, collaboration, data sharing, project tracking, and reporting amongst the many partners, projects, investments and initiatives throughout the watershed. Its use was proposed as part of the USDA RCPP grant and will be used for reporting and tracking to the USDA throughout the grant period.

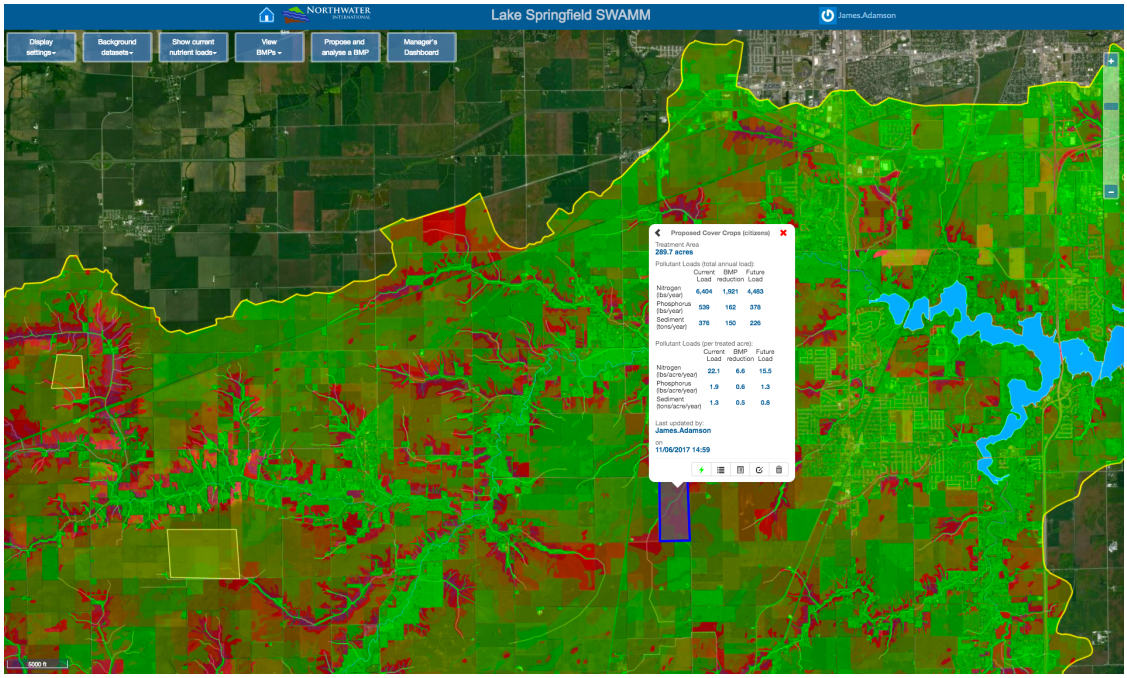


Figure 2 - Screenshot of SWAMM Online

SWAMM functionality includes:

- Explore watershed maps and have access to all of the map layers and analysis published in the watershed plans
    - i.e., critical areas, sources of nutrients/sediment, highly erodible land, watershed boundaries, best management practices etc.
- Plan a project anywhere in the watershed and estimate the sediment and nutrient improvements to the lake.
- Tools (such as cost-benefit analysis) to help select the best project type to achieve the greatest lake and watershed benefits.
- Calculate the sediment and nutrient inputs from any user-defined area of the watershed.
- Manage projects and project progress across many partners and organizations. Account for all projects and investments that are occurring in the watershed that reduce sediment and nutrient input to the lake.
- Executive Dashboard
    - Quickly observe sediment and nutrient inputs to the lake and progress towards achieving goals
    - Quantification of nutrient and sediment reductions based on projects and BMPs planned and/or constructed
    - Visualize and analyze the status of project and BMPs and the associated watershed/lake benefits

SWAMM deployment for Decatur will follow the stages outlined below:

1. Stage 1 – Platform Configuration, identify each organization using the platform and customize data architecture around BMP projects so that the valuable data is properly captured, retained and in a format for the partners and also the USDA/NRCS and SWCDs.

2. Stage 2 – A process will be performed to work with partners and compile existing BMP data and integrate into the SWAMM system.

3. Stage 3 – Import pollutant analysis maps for completed subwatersheds.

4. Stage 4 – A 3-to-4-month duration to work with and test the system, provide some training and make minor adjustments and bug fixes. This does not include any custom feature development, but there will be an opportunity to identify and prioritize custom features that might benefit the RCPP management.

The budget includes the purchase of the software, two years of hosting and maintenance. It also includes labor for training, and collaborating with the organizations and partners to develop the data architecture. Annual license and maintenance cost for SWAMM after the two-year period is $5,000/year.

Exhibit A

A.1 – Phase IV Budget Summary

A.2 – Phase IV Budget Detail

Lake Decatur Watershed Planning & Management

Phase 4 – Budget Summary

The budgetary estimates are provided in the table below for the period from November 1, 2022 – December 31, 2023.

Phase 4: Nov 1, 2022 – December 31, 2023	Estimated Labor	DC & Supplies and Equipment	Estimated Fees	Estimate Covered by Grant Funds
Task 4.1: Nine Element Plan - Friend's Creek Update	$59,995.35	$660.00	$60,655.35	$36,000.00
Task 4.2: Nine Element Plan - Willow, Wildcat and Sand Creeks	$81,534.90	$660.00	$82,194.90	$49,000.00
Task 4.3: Nine Element Plan - Camp Creek and TBD watershed	$84,808.05	$5,060.00	$89,868.05	$53,000.00
Task 4.4: 319 Grant Applications & Management	$23,579.52	$1,650.00	$25,229.52	--
Task 4.5: RCPP Management & Execution	$212,104.20	$23,650.00	$235,754.20	~$15,000.00 - $90,000.00
Task 4.6: Watershed Coordination & Plan Implementation	$38,802.60	$2,200.00	$41,002.60	--
Task 4.7: Special Project Advancement	$48,205.35	$18,700.00	$66,905.35	--
Task 4.8: Section 319 BMP Engineering & Design	$43,023.60	$17,820.00	$60,843.60	~$8,500.00 - 15,500.00
Task 4.9: Watershed Monitoring Program	$78,630.45	$12,430.00	$91,060.45	--
Task 4.10: Lake Sedimentation & Bathymetry Program	$5,491.92	$0.00	$5,491.92	
Task 4.11: General Consulting	$24,929.82	$1,650.00	$26,579.82	
Task 4.12: Online Watershed Management System	$0.00	$95,000.00	$95,000.00	~$10,000.00 - $47,000.00
			$880,585.76	**$171,500.00 - $290,500.00**

Notes

1. These are considered budgetary not to exceed maximums.
2. Task 4.5 supports the City with management and execution of the $9.8M Regional Conservation Partnership Program (RCPP) grant awarded to the City in August 2022.
3. It is estimated that between $171,500.00 and $290,500.00 of the $880,585.76 (20-33%) will be reimbursed from awarded grant funding from the Illinois EPA section 319 and RCPP. This estimate will be refined after RCPP grant negotiations are completed.
4. Tasks 4.1 through 4.2 are approximately 40% covered by Illinois EPA section 319 grant awards. A grant application has been submitted for Task 4.3 and award status is expected in 2023.

Exhibit A.2

Lake Decatur Watershed Management Phase IV: November 2022 - December 2023

	Principal	Sr. Engineer / Scientist	Enginner / Scientist II	Environmental Scientist / GIS Analyst I	Environmental Technician / GIS Analyst
Hours					
Task 4.1: Nine Element Plan - Friend's Creek Update	155	40	12	180	270
Task 4.2: Nine Element Plan - Willow, Wildcat and Sand Creeks	220	40	40	250	310
Task 4.3: Nine Element Plan - Camp Creek	205	88	40	220	350
Task 4.4: 319 Grant Applications & Management	125	0	0	32	5
Task 4.5: RCPP Management & Execution	810	330	20	250	250
Task 4.6: Watershed Coordination & Plan Implementation	230	5	0	0	0
Task 4.7: Special Project Advancement	125	200	5	10	0
Task 4.8: Section 319 BMP Engineering & Design	60	250	4	0	0
Task 4.9: Watershed Monitoring Program	150	220	80	70	215
Task 4.10: Lake Sedimentation & Bathymetry Program	8	16	0	16	16
Task 4.12: General Consulting	50	120	0	12	0
Task 4.13: Online Watershed Management System					

Direct Labor					
Task 4.1: Nine Element Plan - Friend's Creek Update	$8,569.95	$1,740.00	$446.40	$4,881.60	$4,360.50
Task 4.2: Nine Element Plan - Willow, Wildcat and Sand Creeks	$12,163.80	$1,740.00	$1,488.00	$6,780.00	$5,006.50
Task 4.3: Nine Element Plan - Camp Creek and TBD watershed	$11,334.45	$3,828.00	$1,488.00	$5,966.40	$5,652.50
Task 4.4: 319 Grant Applications & Management	$6,911.25	$0.00	$0.00	$867.84	$80.75
Task 4.5: RCPP Management & Execution	$44,784.90	$14,355.00	$744.00	$6,780.00	$4,037.50
Task 4.6: Watershed Coordination & Plan Implementation	$12,716.70	$217.50	$0.00	$0.00	$0.00
Task 4.7: Special Project Advancement	$6,911.25	$8,700.00	$186.00	$271.20	$0.00
Task 4.8: Section 319 BMP Engineering & Design	$3,317.40	$10,875.00	$148.80	$0.00	$0.00
Task 4.9: Watershed Monitoring Program	$8,293.50	$9,570.00	$2,976.00	$1,898.40	$3,472.25
Task 4.10: Lake Sedimentation & Bathymetry Program	$442.32	$696.00	$0.00	$433.92	$258.40
Task 4.11: General Consulting	$2,764.50	$5,220.00	$0.00	$325.44	$0.00
Task 4.12: Online Watershed Management System	$0.00	$0.00	$0.00	$0.00	$0.00

Direct Costs (Subs, mileage, equipment, etc)	**ODCs**	**Subonsultant #1**	**Subconsultant #2**	**Subcontractors**	**10%**	**Total**
Task 4.1: Nine Element Plan - Friend's Creek Update	$600.00	$0.00	$0.00	$0.00	$60.00	$660.00
Task 4.2: Nine Element Plan - Willow, Wildcat and Sand Creeks	$600.00	$0.00	$0.00	$0.00	$60.00	$660.00
Task 4.3: Nine Element Plan - Camp Creek	$4,600.00	$0.00	$0.00	$0.00	$460.00	$5,060.00
Task 4.4: 319 Grant Applications & Management	$1,500.00	$0.00	$0.00	$0.00	$150.00	$1,650.00
Task 4.5: RCPP Management & Execution	$9,500.00	$12,000.00	$0.00	$0.00	$2,150.00	$23,650.00
Task 4.6: Watershed Coordination & Plan Implementation	$2,000.00	$0.00	$0.00	$0.00	$200.00	$2,200.00
Task 4.7: Special Project Advancement	$8,500.00	$8,500.00	$0.00	$0.00	$1,700.00	$18,700.00
Task 4.8: Section 319 BMP Engineering & Design	$4,200.00	$12,000.00	$0.00	$0.00	$1,620.00	$17,820.00
Task 4.9: Watershed Monitoring Program	$4,500.00	$0.00	$6,800.00	$0.00	$1,130.00	$12,430.00
Task 4.10: Lake Sedimentation & Bathymetry Program	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 4.11: General Consulting	$1,500.00	$0.00	$0.00	$0.00	$150.00	$1,650.00
Task 4.12: Online Watershed Management System	$95,000.00	$0.00	$0.00	$0.00	$0.00	$95,000.00

Phase IV Total	**Direct Labour**	**Estimated Labour**	**DC & Supplies/Equ**	**Estimated Cost**
Task 4.1: Nine Element Plan - Friend's Creek Update	$19,998.45	$59,995.35	$660.00	$60,655.35
Task 4.2: Nine Element Plan - Willow, Wildcat and Sand Creeks	$27,178.30	$81,534.90	$660.00	$82,194.90
Task 4.3: Nine Element Plan - Camp Creek and TBD watershed	$28,269.35	$84,808.05	$5,060.00	$89,868.05
Task 4.4: 319 Grant Applications & Management	$7,859.84	$23,579.52	$1,650.00	$25,229.52
Task 4.5: RCPP Management & Execution	$70,701.40	$212,104.20	$23,650.00	$235,754.20
Task 4.6: Watershed Coordination & Plan Implementation	$12,934.20	$38,802.60	$2,200.00	$41,002.60
Task 4.7: Special Project Advancement	$16,068.45	$48,205.35	$18,700.00	$66,905.35
Task 4.8: Section 319 BMP Engineering & Design	$14,341.20	$43,023.60	$17,820.00	$60,843.60
Task 4.9: Watershed Monitoring Program	$26,210.15	$78,630.45	$12,430.00	$91,060.45
Task 4.10: Lake Sedimentation & Bathymetry Program	$1,830.64	$5,491.92	$0.00	$5,491.92
Task 4.11: General Consulting	$8,309.94	$24,929.82	$1,650.00	$26,579.82
Task 4.12: Online Watershed Management System	$0.00	$0.00	$95,000.00	$95,000.00

Phase IV Total	**$880,585.76**
Estimated Grant Contributions	**$171,500 - $290,500**
Estimated Total Phase IV City Costs	**$590,085.76 - $672,085.76**

DATE: 10/25/2022

MEMO: 2022-65

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT:
Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Macon County Conservation District

SUMMARY RECOMMENDATION:
It is recommended that the City Council authorize a Lake Decatur Watershed Protection Program Agreement between the City and Macon County Conservation District for the construction of two floating wetlands within Friends Creek Park to control nutrients, sediment and erosion for a not to exceed cost to the City of $26,561.59. This amount represents 75% of the total project cost of $33,729.00. The remainder will be paid by the property owner. The City will be reimbursed $15,240.00 from an Illinois Environmental Protection Agency (IEPA) Section 319 grant.

COUNCIL PRIORITY GOALS:
This project addresses City Council's Priority Goal #6, Key Implementation Strategy #3: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and proper watershed stewardship for the future.

BACKGROUND:
The City was awarded a Lake Decatur Water Quality Initiative Section 319 Grant from the IEPA in April of 2022 to complete $150,000 in best management practices (BMPs) in the Upper Sangamon River (Lake Decatur) watershed to reduce nonpoint source pollution to protect water quality. The grant includes this erosion control project, which was designed by Northwater Consulting, the City's Watershed Management Plan consultant.

The two floating wetlands located at Friends Creek Park to be constructed on land owned by the Macon County Conservation District is expected to result in these annual nutrient and sediment

reductions:

Nitrogen	497 pounds
Phosphorus	107 pounds
Sediment	207 tons

The agreement financials are:

Owner Cost	$ 8,853.86
Maximum City Cost (reimbursed to owner after construction) [1]	$26,561.59
Total Not to Exceed Project Cost	$35,415.45
IEPA Section 319 Grant (reimbursed to City after construction)	-$15,240.00
Net Maximum City Cost [2]	$11,321.59

[1] In order to successfully entice landowners to construct these watershed conservation projects, landowners are reimbursed by the City for 75% of the total project cost. Landowners pay for 25% of the total.

[2] The IEPA Section 319 grant will reimburse the City for $15,240.00 of the project cost after construction, resulting in a net maximum city cost of $11,321.59.

A project summary with location map is attached.

LEGAL REVIEW:
The agreement form was approved by the Legal Department on September 21, 2022.

POTENTIAL OBJECTIONS: None Foreseen.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:
These projects are funded by the Water Lake Capital Budget - Watershed Management.

ATTACHMENTS:

Description	Type
Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Macon County Conservation District	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED PROTECTION PROGRAM AGREEMENT WITH MACON COUNTY CONSERVATION DISTRICT

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

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Macon County Conservation District, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Macon County Conservation District, for a cost not to exceed $26,561.59.

PRESENTED and ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
City Clerk

LAKE DECATUR WATERSHED
PROTECTION PROGRAM AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between _Macon County Conservation District_ ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Macon, County, Illinois more particularly described as

That part of the North ½, of Section 7, Township 18 North, Range 4 East of the Third Principal Meridian, Macon County, Illinois, described as follows: commencing at an existing railroad spike marking the Northwest corner of said Section 7; thence S. 89 degrees 28'46" E. 1151.00 feet along the North line of said Section 7 to a railroad spike set marking the point of beginning; thence continuing S. 89 degrees 28'46" E. 3012.63 feet along said North line to a railroad spike set; thence S. 0 degrees 25'13" W. 715.55 feet; thence S. 89 degrees 28' 43" E. 748.23 feet to an iron pin set; thence S. 0 degrees, 25'13" W. 1010.74 feet to an iron pin set marking the Northeast corner of Lot 7, of Assessors Subdivision of said Section 7, as per Plat recorded in Book 22, Page 354 of the Recorders in the Recorder's Office of Macon County, Illinois; thence N. 89 degrees 54' 27" W. 979.32 feet along the North line of said Lot 7 to an existing stone marking the Northwest corner thereof; thence N. 89 degrees 21' 28" W. 823.00 feet along the North line of Lot 8 of said Assessors Subdivision to the Northwest corner of the East 823.00 feet of said Lot 8; thence N. 0 degrees 28' 33" W. 964.91 feet to an iron pin set; thence N. 45 degrees 00' 00" W. 90.00 feet to an iron pin set; thence N. 88 degrees 26' 30" W. 1880.00 feet to an iron pin set; thence N. 0 degrees 26' 36" E. 670.00 feet to the point of beginning, containing 90.50 acres, more or less. Said tract of land being subject to the right of way of Washington Street Road along the North side thereof and referenced on Survey dated June 7, 2017, prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto

and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or

maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an

opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:

Macon County Conservation District
3939 Nearing Lane
Decatur, IL 62521

CITY:

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

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly

authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart,

and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

24. If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

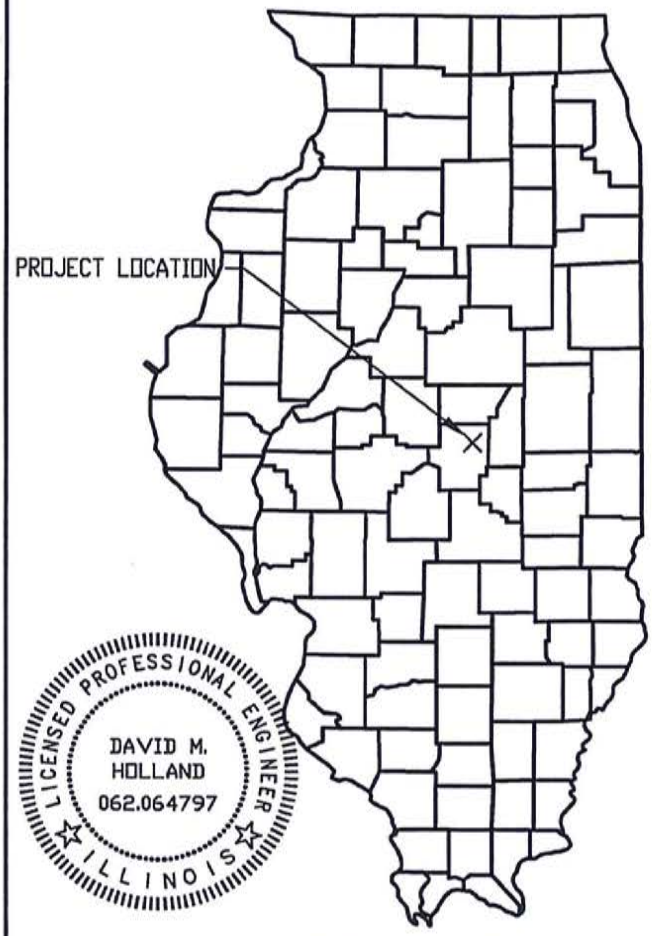
25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS	Macon County Conservation District
	PRINTED NAME OF OWNER
By:_____	By: Steve Roellbotte
Date:_____	Date: 10/19/2022

Detailed Plans For
Friends Creek Wetland Berm BMP #1WL
Latitude: 40d 02' 18.3"N Longitude 88d 47' 15.9"W
Macon County, Illinois



Index Of Sheets

1. Cover Sheet
2. General Notes & Specifications
3. Construction Notes & Specifications
4. Overall Plan
5–6. NRCS Plan Detail for Wetland Berm
7. NRCS Data Sheet for Dams
8. NRCS Detail for Antiseep Collar
9. NRCS Detail for Pipe Outlet
10. NRCS Detail for CMP Flared End Section
11–12. NRCS Detail for CMP Appurtenances
13. Pipe Length Check

LICENSED PROFESSIONAL ENGINEER
DAVID M. HOLLAND
062.064797
ILLINOIS

signature

STATE OF ILLINOIS

date

license expires 11-30-2023

VICINITY MAP



BASIN LOCATION

Sec.7, T18N, R4E

Contractor is responsible for contacting Illinois JULIE 811 or 1-800-892-0123 www.illinois1call.com

Engineering Job Class IV

Benchmark Description:

Point #	Northing	Easting	Elevation	Description
BM 4	1,228,110.98	856,982.59	672.38	HUB
BM 5	1,228,256.54	856,960.73	670.10	HUB

		Date
Designed	D. Holland	7/22
Drawn	D. Holland	7/22
Checked		
Approved		

NRCS
Natural Resources Conservation Service
United States Department Of Agriculture

COVER SHEET

File Name IL-ENG-6
Drawing No. 1
Sheet 1 of 13

GENERAL NOTES & SPECIFICATIONS

1. THESE CONSTRUCTION PLANS AND GENERAL INFORMATION ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.

2. THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL INCLUDE ALL THE NECESSARY LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO INSTALL THE PROPOSED RETENTION BASIN, PRIMARY SPILLWAY, OUTLET PROTECTION, AND RESTORATION SEEDING INCLUDING ALL APPURTENANCES AS SHOWN ON THE PLANS AND AS DESCRIBED IN THESE SPECIFICATIONS.

3. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:
   - 3.1. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AS PREPARED BY IDOT, LATEST EDITION.
   - 3.2. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION.
   - 3.3. "CONSTRUCTION SPECIFICATIONS AND INSTRUCTION", AS DESCRIBED IN THE ILLINOIS URBAN MANUAL.

   IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITE WORK ISSUES DESIGNED BY THE ENGINEER, THE MORE STRINGENT SPECIFICATION REQUIREMENTS SHALL GOVERN.

   CONTRACTOR SHALL COMPLY WILL ALL LANDOWNER GENERAL RULES AND REGULATIONS AND ALL OTHER APPLICABLE POLICIES AND ORDINANCES EXCEPTING THOSE ACTIONS EXPRESSLY PERMITTED BY THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR MUST, THEREFORE, BE FAMILIAR WITH AND ADHERE TO THE MINIMUM SAFETY STANDARDS AS SET FORTH IN PUBLIC LAW 91-596 ADMINISTERED BY THE DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND AS FURTHER DEFINED IN PART 1926 OF TITLE 29 CODE OF THE FEDERAL REGULATIONS ENTITLED "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".

5. PRIOR TO COMMENCEMENT OF ANY OFF-SITE CONSTRUCTION, THE CONTRACTOR SHALL SECURE WRITTEN AUTHORIZATION THAT ALL OFF-SITE EASEMENTS HAVE BEEN SECURED, AND THAT PERMISSION HAS BEEN GRANTED TO ENTER ONTO PRIVATE PROPERTY OR PUBLIC RIGHT-OF-WAY.

6. WHERE SECTION OR SUB-SECTION MONUMENTS AND PROPERTY OF REFERENCE MARKERS ARE ENCOUNTERED THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS OR MARKERS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL MONUMENTS OR MARKERS UNTIL AN AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A REGISTERED LAND SURVEYOR TO RE-ESTABLISH ANY MONUMENTS OR MARKERS DESTROYED BY HIS OPERATIONS.

7. CONSTRUCTION SHALL NOT BLOCK OFF-SITE DRAINAGE.

8. ELECTRIC, TELEPHONE, NATURAL GAS, AND OTHER UTILITY COMPANIES MAY HAVE UNDERGROUND AND/OR OVERHEAD SERVICE FACILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT (800) 892-0123 FOR UTILITY LOCATIONS.

9. THE CONTRACTOR SHALL CALL TO THE ATTENTION OF PROJECT MANAGER AND/OR ENGINEER ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES WHICH ARE ESTABLISHED BY PROJECT MANAGER AND/OR ENGINEER, AND SHALL NOT PROCEED WITH THE WORK UNTIL ANY LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR HAVE BEEN VERIFIED OR CORRECTED BY PROJECT MANAGER.

10. ALL EXISTING DETAILED SITE TOPOGRAPHY SHOWN ON THE DRAWINGS WERE PERFORMED BY OR UNDER THE SUPERVISION OF:

    NORTHWATER CONSULTING LLC
    1830 SOUTH COLLEGE ST
    SPRINGFIELD, IL 62704
    TEL: 217.544.5345
    COPIES OF THE SURVEY ARE AVAILABLE FROM PROJECT MANAGER AND/OR ENGINEER.

11. ALL COORDINATES AND ELEVATIONS ARE ON AN ASSUMED DATUM. BENCHMARK LOCATIONS AND ELEVATIONS ARE DESCRIBED ON THE TITLE SHEET.

12. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES, AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY PROJECT MANAGER AND/OR ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING HIS WORK.

13. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO PROJECT MANAGER AND/OR ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM PROJECT MANAGER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF PROJECT MANAGER SHALL BE FINAL AND CONCLUSIVE.

14. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY PROJECT MANAGER.

15. THE CONTRACTOR SHALL INFORM PROJECT MANAGER BEFORE WORK COMMENCES.

16. BEFORE ACCEPTANCE BY PROJECT MANAGER AND/OR LANDOWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED, AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

17. UPON AWARD OF THE CONTRACT AND WHEN REQUIRED BY PROJECT MANAGER AND/OR LANDOWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL, AND PERFORMANCE BOND IN THE PENAL SUM OF 100 PERCENT OF THE CONTRACT GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO PROJECT MANAGER AND/OR LANDOWNER.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING, AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS, AND ASSOCIATED STRUCTURES, AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF PROJECT MANAGER AND/OR LANDOWNER.

19. WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INCLUDED IN THE CONTRACT FOR PAYMENT, THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED UNLESS APPROVED BY PROJECT MANAGER.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE 107.14 OF THE IDOT STANDARD SPECIFICATIONS, IN LOCATIONS WHERE CONSTRUCTION OPERATIONS WARRANT, OR AS DESIGNATED BY LOCAL GOVERNING AGENCIES. ALL TRAFFIC CONTROL WORK SHALL BE INCIDENTAL TO THE CONTRACT AND SHALL BE DONE IN ACCORDANCE WITH IDOT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

21. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY BY THE RESPONSIBLE PARTY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

22. WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATIONS OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH SECTION 253.09 OF THE IDOT STANDARD SPECIFICATIONS, AND THE COST OF SAME SHALL BE INCIDENTAL TO THE CONTRACT. TREES SHALL BE REMOVED ONLY AFTER RECEIVING APPROVAL OF PROJECT MANAGER AND/OR LANDOWNER. PROJECT MANAGER AND/OR LANDOWNER SHALL DESIGNATE THOSE TREES WHICH ARE TO BE REMOVED.

23. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE PROJECT.

24. PROJECT MANAGER, ENGINEER, AND LANDOWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

25. CONTRACTOR SHALL HAVE A COMPETENT FOREMAN ON THE PROJECT SITE AT ALL TIMES IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE FOREMAN SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS. SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR. THE FOREMAN IS EXPECTED TO WORK CLOSELY WITH PROJECT MANAGER.

26. THE CONTRACTOR SHALL KEEP A SET OF "APPROVED" CONSTRUCTION PLANS ON THE JOB SITE, AND SHALL MAINTAIN (AS INDICATED HEREIN AND ELSEWHERE WITHIN THESE CONSTRUCTION NOTES, SPECIFICATIONS, AND PLANS) A LEGIBLE RECORD ON SAID PLANS OF ANY FIELD TILE ENCOUNTERED, ANY MODIFICATIONS/ALTERATIONS TO ALIGNMENT AND/OR TO PLANS AND SPECIFICATIONS OF PROPOSED IMPROVEMENTS, ETC. UPON COMPLETION OF THE CONTRACTORS' WORK, SAID PLANS AND INFORMATION SHALL BE PROVIDED TO PROJECT MANAGER. FINAL CONTRACT PAYMENT SHALL NOT COME DUE UNTIL THIS INFORMATION IS RECEIVED.

27. THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS. THE CONTRACTOR, BY USING THESE DRAWINGS FOR THEIR WORK, AGREE TO HOLD HARMLESS PROJECT MANAGER, LANDOWNER AND NORTHWATER CONSULTING (ENGINEER) AND THEIR EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF PROJECT MANAGER, LANDOWNER, AND ENGINEER.

28. CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN SUCH A WAY AS TO PREVENT TRACKING OF MUD OR SOIL ONTO PUBLIC THOROUGHFARES. AT A MINIMUM, THE CONTRACTOR SHALL CLEAN UP ALL MUD OR SOIL WHICH HAS BEEN TRACKED ONTO PUBLIC STREETS AT THE END OF EACH DAY. THE CONTRACTOR MAY BE REQUIRED TO PERFORM MORE FREQUENT CLEANING OF PUBLIC STREETS AFFECTED BY CONSTRUCTION OPERATIONS IF DEEMED NECESSARY BY LOCAL REGULATORY AGENCIES.

29. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.

30. ANY AREA OUTSIDE THE R.O.W. LINE OR CONSTRUCTION LIMIT LINE USED BY THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.

31. PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF TOPSOIL.

32. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, UNLESS OTHERWISE NOTED. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO LANDOWNER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

33. REMOVED PIPE AND/OR TREES SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE AT AN OFF-SITE DUMP LOCATION UNLESS APPROVED BY LANDOWNER AND PROJECT MANAGER.

34. CONTRACTOR SHALL PROVIDE CERTIFICATES OF INSURANCE AS REQUIRED, LISTING AS ADDITIONAL INSURED: LANDOWNER AND NORTHWATER CONSULTING, LLC.

35. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO PROJECT MANAGER.

SEEDING & MULCHING

Material	Kind	Lbs/Acre	Total lbs.
	Smooth Brome	24	
Seed	Timothy	10	
	Redtop	8	
Companion Crop	Oats	32	
Nitrogen (N)		120	
Phosphorus (P2O3)		120	
Potassium (K2O		120	
Lime	pH 6.5	as needed	
Temporary Seeding	Rye	90	
Mulch	Straw or hay	2.0 Tons/Ac	

Seeding Period: Late winter to 5/15, 8/1 to 9/10*

Notes:

1. Prepare a firm seedbed. After the practice has been constructed to the design requirements, spread lime and fertilizer uniformly, incorporate it into the soil to a depth of 3-4 inches with suitable equipment.
2. Seed grasses. Place seed 1/4 to 1/2 inch deep in a firm, even seedbed with a corrugated, roller-type seeder. A grain drill or broadcast seeder may be used if followed by a corrugated roller or harrow to cover seed. A companion crop may be seeded at the same time and covered in the same manner.
3. Use temporary vegetative cover when construction is completed in early summer, to stabilize the practice until a permanent grass mixture can be seeded. Remove the stabilizing crop prior to seeding permanent grass.
4. If mulch is required it shall be applied uniformly and anchored. Hay or straw may be anchored by mechanical tacking, a spray coating of emulsified asphalt, or with paper netting. Commercial mulch products will be anchored as specified by the manufacturer.

	Date
Designed D. HOLLAND	7/22
Drawn D. HOLLAND	7/22
Checked	
Approved	

GENERAL NOTES & SPECIFICATIONS

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File No.

Drawing No.

Sheet 2 of 13

AUTOCAD2005

CONSTRUCTION NOTES & SPECIFICATIONS

1. Site Preparation

1.1. Areas designated for borrow areas, embankment, and structural works shall be cleared, grubbed and stripped of topsoil. All trees, vegetation, roots and other objectionable material shall be removed. Channel banks and sharp breaks shall be sloped to no steeper than 2:1. All trees shall be cleared and grubbed within 15 feet of the toe of the embankment.

1.2. Areas to be covered by fill will be cleared of all trees, brush, logs, fences, rubbish and other objectionable material unless otherwise designated on the plans. Trees, brush, and stumps shall be cut approximately level with the ground surface.

1.3. All cleared and grubbed material shall be disposed of outside and below the limits of the basin as directed by the owner or his representative. A sufficient quantity of topsoil shall be stockpiled in a suitable location for use on the embankment and other designated areas.

2. Earth Fill

2.1. Material – The fill material shall be taken from approved designated borrow areas. It shall be free of roots, stumps, wood, rubbish, stones greater than 6", frozen or other objectionable materials. Fill material for the center of the embankment, and cut off trench shall conform to Unified Soil Classification CC, SC, CH, or CL and must have at least 30% passing the #200 sieve. Consideration may be given to the use of other materials in the embankment if approved by the local regulatory agency.

2.2. Materials used in the outer shell of the embankment must have the capability to support vegetation of the quality required to prevent erosion of the embankment.

2.3. Placement – Areas on which fill is to be placed shall be scarified prior to placement of fill. Fill materials shall be placed in maximum 8 inch thick (before compaction) layers which are to be continuous over the entire length of the fill. The most permeable borrow material shall be placed in the downstream portions of the embankment. The principal spillway must be installed concurrently with fill placement and not excavated into the embankment.

2.4. Compaction – The movement of the hauling and spreading equipment over the fill shall be controlled so that the entire surface of each lift shall be traversed by not less than one tread track of heavy equipment or compaction shall be achieved by a minimum of four complete passes of a sheepsfoot, rubber tired or vibratory roller. Fill material shall contain sufficient moisture such that the required degree of compaction will be obtained with the equipment used. The fill material shall contain sufficient moisture so that if formed into a ball it will not crumble, yet not be so wet that water can be squeezed out.

2.5. When required by the reviewing agency the minimum required density shall not be less than 95% of maximum dry density with a moisture content within 2% of the optimum. Each layer of fill shall be compacted as necessary to obtain that density, and is to be certified by the Engineer at the time of construction. All compaction is to be determined by AASHTO Method T-99 (Standard Proctor).

2.6. Cut Off Trench – The cutoff trench shall be excavated into impervious material along or parallel to the centerline of the embankment as shown on the plans. The bottom width of the trench shall be governed by the equipment used for excavation, with the minimum width being four feet. The depth shall be at least two feet below existing grade or as shown on the plans. The side slopes of the trench shall be 1 to 1 or flatter. The backfill shall be compacted with construction equipment, rollers, or hand tampers to assure maximum density and minimum permeability.

3. Structure Backfill

3.1. Backfill adjacent to pipes or structures shall be of the type and quality conforming to that specified for the adjoining fill material. The fill shall be placed in horizontal layers not to exceed four inches in thickness and compacted by hand tampers or other manually directed compaction equipment. The material needs to fill completely all spaces under and adjacent to the pipe. At no time during the backfilling operation shall driven equipment be allowed to operate closer than four feet, measured horizontally, to any part of a structure. Under no circumstances shall equipment be driven over any part of a structure or pipe, unless there is a compacted fill of 36" or greater over the structure or pipe.

4. Pipe Conduits

4.1. All pipes shall be circular in cross section.

4.2. Pipe – The following criteria shall apply for pipe:

4.2.1. PVC pipe shall be PVC-1120 or PVC-1220 conforming to ASTM D-1785 or ASTM D-2241.

4.2.2. Corrugated High Density Polyethylene (HDPE) pipe, couplings and fittings shall conform to the following: 4" – 10" inch pipe shall meet the requirements of AASHTO M252 Type S, and 12" through 24" inch shall meet the requirements of AASHTO M294 Type S.

4.2.3. Joints and connections to anti-seep collars shall be completely watertight.

4.3. Bedding –The pipe shall be firmly and uniformly bedded throughout its entire length. Where rock or soft, spongy or other unstable soil is encountered, all such material shall be removed and replaced with suitable earth compacted to provide adequate support.

4.4. Backfilling shall conform to "Structure Backfill".

4.5. Other details (anti-seep collars, etc.) shall be as shown on the drawings.

5. Rock Riprap

5.1. Rock riprap shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

5.2. Geotextile shall be placed under all riprap and shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

6. Care of Water during Construction

6.1. All work on permanent structures shall be carried out in areas free from water. The Contractor shall construct and maintain all temporary dikes, levees, cofferdams, drainage channels, and stream diversions necessary to protect the areas to be occupied by the permanent works. The contractor shall also furnish, install, operate, and maintain all necessary pumping and other equipment required for removal of water from various parts of the work and for maintaining the excavations, foundation, and other parts of the work free from water as required or directed by the regulatory agency for constructing each part of the work. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water to the spillway or outlet works and so as not to interfere in any way with the operation or maintenance of the structure. Stream diversions shall be maintained until the full flow can be passed through the permanent works. The removal of water from the required excavation and the foundation shall be accomplished in a manner and to the extent that will maintain stability of the excavated slopes and bottom required excavations and will allow satisfactory performance of all construction operations. During the placing and compacting of material in required excavations, the water level at the locations being refilled shall be maintained below the bottom of the excavation at such locations which may require draining the water sumps from which the water shall be pumped.

7. Stabilization

7.1. All borrow areas shall be graded to provide proper drainage and left in a sightly condition.

7.2. All exposed surfaces of the embankment, spillway, spoil and borrow areas, and berms shall be stabilized by seeding, liming, fertilizing and mulching in accordance with local Natural Resources Conservation Service Standards and Specifications.

8. Erosion and Sediment Control

8.1. Construction operations will be carried out in such a manner that erosion will be controlled and water and air pollution minimized. State and local laws concerning pollution abatement will be followed.

		Date
Designed	D. HOLLAND	7/22
Drawn	D. HOLLAND	7/22
Checked		
Approved		

CONSTRUCTION NOTES & SPECIFICATIONS

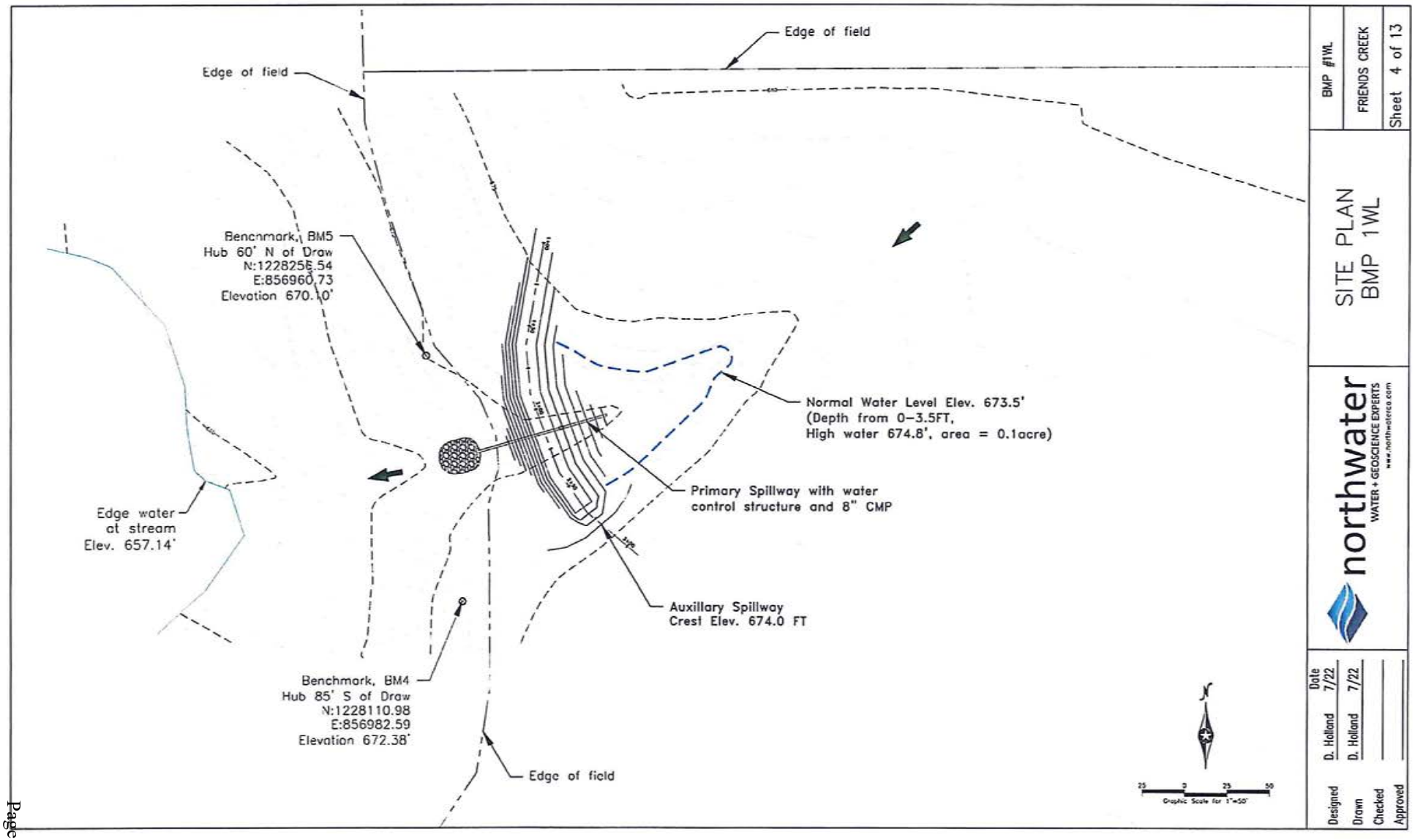
northwater
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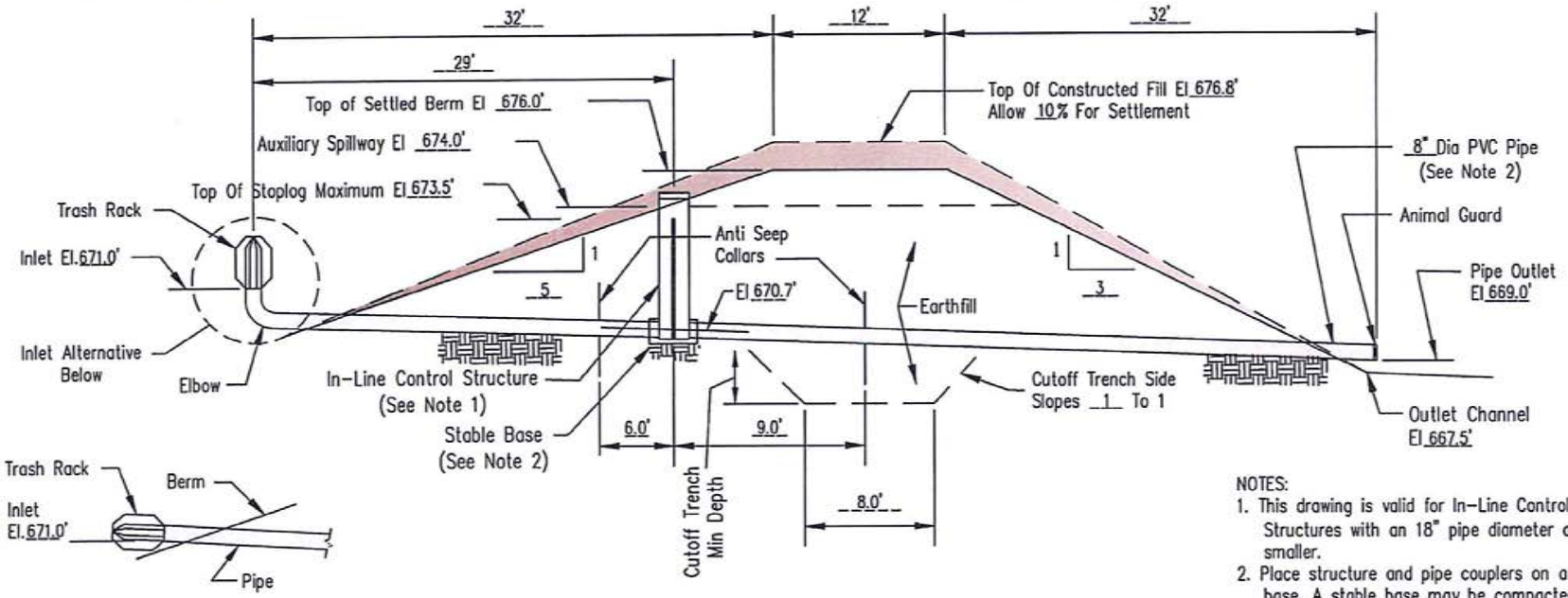
Landowner
FRIENDS CK

BMP No.
1WL

Sheet 3 of 13

AUTOCAD2005


Edge of field
Edge of field
Benchmark, BM5
Hub 60' N of Draw
N:1228258.54
E:856960.73
Elevation 670.10'
Normal Water Level Elev. 673.5'
(Depth from 0-3.5FT,
High water 674.8', area = 0.1acre)
Primary Spillway with water
control structure and 8" CMP
Edge water
at stream
Elev. 657.14'
Auxillary Spillway
Crest Elev. 674.0 FT
Benchmark, BM4
Hub 85' S of Draw
N:1228110.98
E:856982.59
Elevation 672.38'
Edge of field
25 0 25 50
Graphic Scale for 1"=50'
BMP #1WL
FRIENDS CREEK
Sheet 4 of 13
SITE PLAN
BMP 1WL
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Date
Designed D. Holland 7/22
Drawn D. Holland 7/22
Checked
Approved



INLET ALTERNATIVE

TYPICAL BERM CROSS SECTION

NOTES:

1. This drawing is valid for In-Line Control Structures with an 18" pipe diameter and smaller.
2. Place structure and pipe couplers on a stable base. A stable base may be compacted earth, compacted fill sand, or a concrete pad. Extend the stable base no less than 1 foot around structure.
3. PVC Pipe must conform to ASTM Standard D 2241 or D 1785. Pipe material must be PVC 1120 or PVC 1220.
4. Stop boards must provide water tight seals under a minimum of 1 foot pressure head.
5. Excavated material placed around structure, spillway pipe and anti-seep collar must be hand compacted in 4 inch lifts to same density requirements specified for the adjacent embankment.

TABLE OF QUANTITIES		
ITEM	UNIT	QUANTITY
Embankment Earthfill	Cu. Yd.	650
Cutoff Trench Earthfill	Cu. Yd.	120
PVC Pipe 8" Dia, SDR 21 CL200	L.F.	80
Control Structure 12" Dia x 6' High, 12" Weir Length	Ea	1
Antiseep Collar (Polyethylene Sheet) 23' spacing, 4' X 4'	Ea	2
PVC Pipe Elbow____" Dia	Ea	0
Trash Rack	Ea	1
Animal	Ea	1

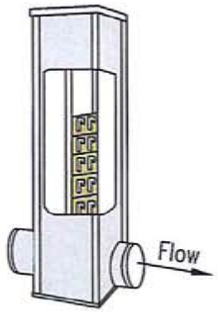
LOCATION PLAN

N

Sec. 7 T. 18N R. 4E

B.M. Elevation 672.38'

B.M. Description Hub 85' south of draw



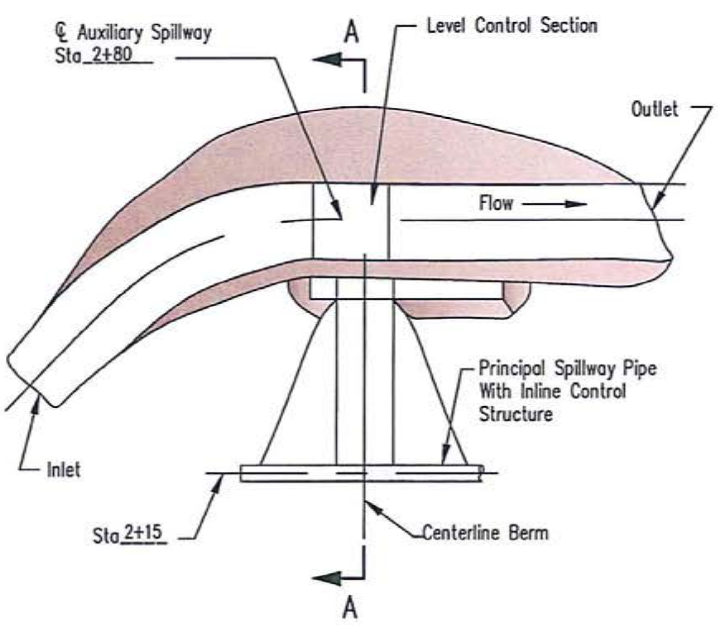
IN-LINE CONTROL STRUCTURE

Designed D. HOLLAND 6/22
Drawn D. HOLLAND 6/22
Checked
Approved

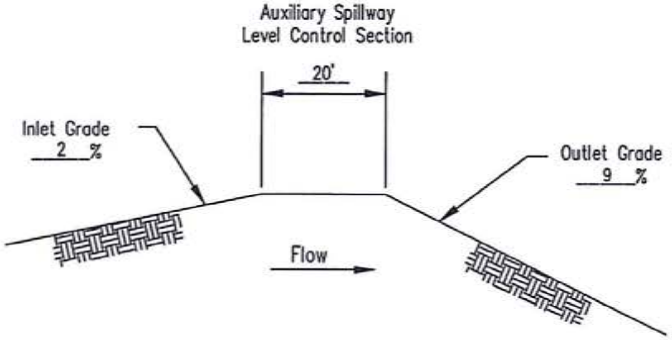
PLAN FOR WETLAND BERM BMP 1WL

United States Department of Agriculture
Natural Resources Conservation Service

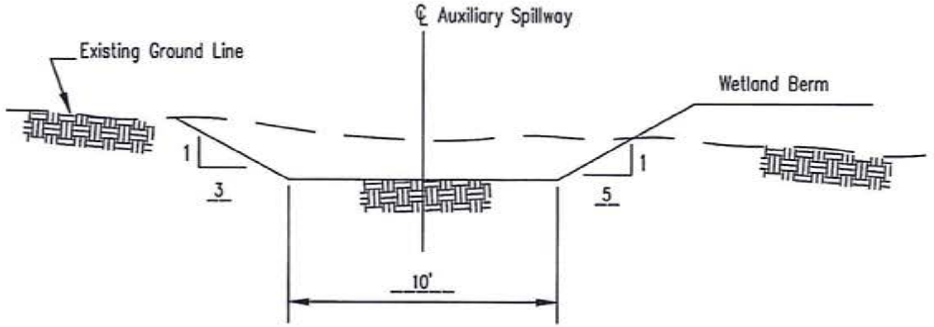
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Drawing No.
Page 1 of 2
Sheet 5 of 13



AUXILIARY SPILLWAY PLAN



PROFILE ON AUXILARY SPILLWAY CENTERLINE



SECTION A–A

PLAN FOR WETLAND BERM
BMP 1WL

Designed D. HOLLAND 7/22
Drawn D. HOLLAND 7/22
Checked
Approved

United States Department of Agriculture
Natural Resources Conservation Service

File No. IL–ENG–156
Drawing No.
Page 2 of 2
Sheet 6 of 13

CONSTRUCTION CHECK

TBM# ____ Elev. ____ B.S. ____ H.I. ____					Note: Include Pipie Spillway Inlet & Outlet Elev.
Station	Rod Reading	Const. Elev.	Planned Elev.	Deviation	Cross Section And Remarks

Dimensions of Principal Spillway_____Pipe Material_____
Pond area_____sq.ft. @_____ft. depth (If for fish production)
Fill and Spillway (have) (have not) been seeded and mulched.
Pond (has) (Has not) been fenced. Kind_____
Stockwater system adequate (yes) (no) _____
Remarks: _____

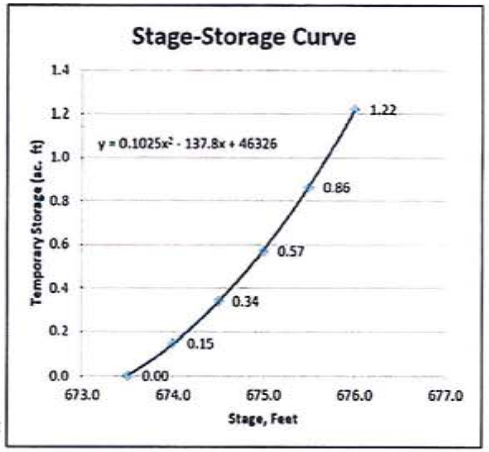
I certify that this job meets all the requirements of Illinois Standards and Specifications for:

☐ Pond ☐ Grade Stabilization Structure

By_____date_____

Name FRIENDS CREEK County MACON
By D. HOLLAND Date 7/22 Checked by_____ Date_____
Practice Name WETLAND BERM Field No. 1WL Str. No._____ Sheet 7 of 14

AVAILABLE STORAGE					
Elev.	Area		Internal Storage Ac. Ft.	Accum. Storage	
	Sq. In.	Flooded Acres		Sed. and/or Water	Temporary



Drainage Area 4.4 ac.
Average Watershed slopes: Flat (0–2) Med. (3–2) Steep (8%+)
Slope: 2.0%
Runoff CN = * 74.0
* For RCN See EFM Chapter 2

	Principal Spillway	Auxiliary Spillway
Frequency	5 yr.	25 yr.
24-Hour Rainfall	3.80 in.	5.21 in.
Peak Inflow Q_i	6.7 cfs	12.0 cfs
Watershed Runoff	1.45 in.	

PIPE SIZE STORAGE REQUIREMENTS
Pipe dia. 8 in. Kind CMP Length 80 ft.
Head 1.26 ft. Q_o = 2.31 cfs; cfs/ac 0.53
If cfs/ac is less than 0.4, use Page 11-54 EFM.
Temporary Storage = ____ in. (From chart)
$v_s = \frac{\text{____ in.}}{12} \times$ ____ ac. = ____ ac.ft.
If cfs/ac is more than 0.4, use Page 11-54 EFM.
$v_r = \frac{\text{Runoff (in.)} \times \text{Drainage Area (ac.)}}{12}$ = 0.5 ac.ft.
$\frac{Q_o}{Q_i} = \frac{33.51}{66.1}$ = 0.34 ; $\frac{v_s}{v_r}$ = k = 0.41
$V_s = kV_r$ = 0.41 x 0.5 = 0.21 ac.ft.
Stage Required = 674.2 ft. (From Stage Storage Curve)
Stage used = 674.7 ft.

Auxiliary SPILLWAY REQUIREMENTS
Q = Aux. Spillway Peak Inflow − Prin. Spillway Discharge
= 4.19 cfs − 2.31 cfs = 1.88 cfs
From EFM Chapter 11,
Length of Control Section = 30 ft. ; Width = 10 ft.
Depth (Hp) = 0.76 ft. Freeboard = 1 ft.
Exit Slope = 9 % Min. Slope = 4 % Max. Slope = 30 %

PHYSICAL DATA
Surface Area Pond 0.1 ac.
Maximum Depth of Water 4.8 ft.
Effective fill Ht. 6.0 ft. (Low Point on centerline to Auxiliary Spillway)
Volume of storage below spillway, V_t = 0.3 ac.ft.
Product − Eff. fill Ht. V_t = ____
Sediment Storage: Below Crest 0.2 ac.ft.
Above crest ____ ac.ft.
Elev.: Inlet 671.0, Aux. Sp. 674.0 Settled Fill 676.0

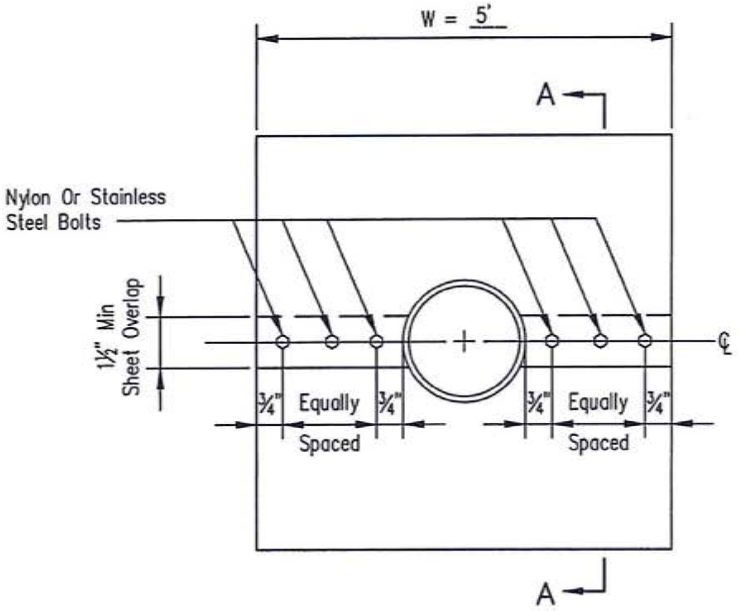
Date 7/22
Designed D. HOLLAND
Drawn D. HOLLAND 7/22
Checked
Approved

DATA SHEET FOR DAMS

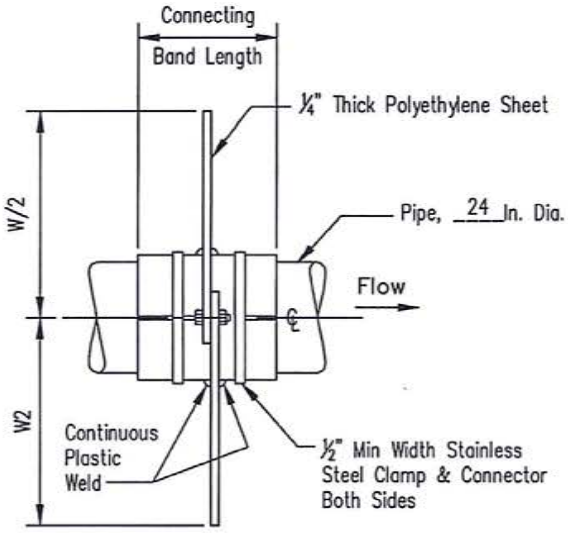
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File No. IL-ENG-11
Drawing No.
Sheet 7 of 13

AUTOCAD2005



ELEVATION



SECTION A–A

NOTES:
1. Pipe, connecting band and seam coating can be either silicon caulk (recommended), or mastic (asphalt or tar based)
2. Apply silicon caulk, tar or mastic to bottom half of connecting band and lay pipe on connecting band. Apply silicon caulk or mastic to top half of collar and set in place, lining up bolt holes.
3. Install clamps on split halves of collar and tighten bolts and clamps.
4. Apply silicon caulk, tar or mastic on seams as needed to insure a good seal so that completed installation is watertight.
5. Backfill and hand tamp soil around completed installation.
6. Polyethylene antiseep collars can be used on corrugated and smooth PVC plastic, smooth steel and galvanized pipes.

TABLE OF QUANTITIES

W FEET	Polyethylene Sheet Sq. Ft.	Stainless Steel Clamp & Connector	Connecting Band Min Length	Bolts & Nuts ⅜"x 1"	No. Of Collars
3	9.5	2	6"	6	
4	16.7	2	6"	6	
5	25.8	2	8"	6	
6	37.0	2	8"	6	
Totals					

Adapted From Wisconsin Standard Drawing WI-246

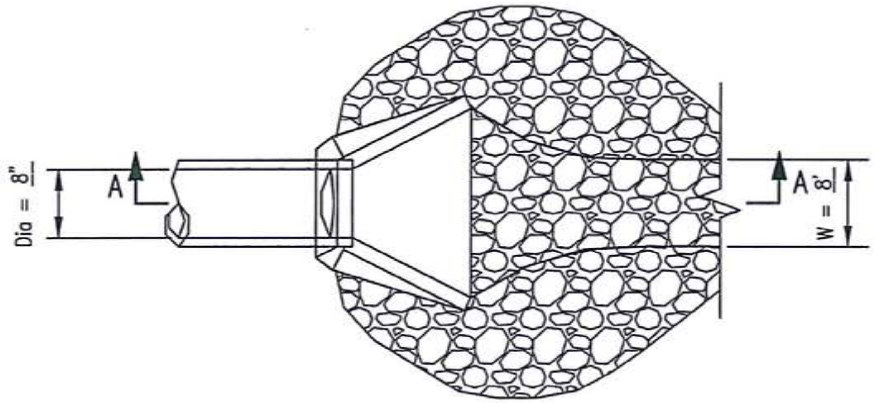
Date 7/22 6/08
Designed D. HOLLAND
Drawn M. QUINONES
Checked
Approved

POLYETHYLENE SHEET ANTISEEP COLLAR FOR 4" TO 24" DIAMETER PIPE

NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-201B
Drawing No.
Sheet 8 of 13

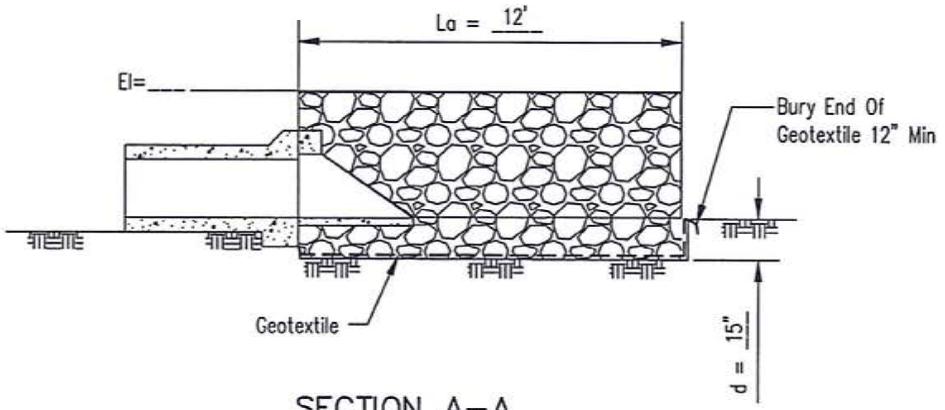
Pipe Outlet To Well-Defined Channel



PLAN

NOTES:

1. The rock riprap shall meet IDOT requirements for Gradation No. 3 , Quality Designation "A" or as designated by engineer.
2. Geotextile (non-woven) minimum criteria:
   - Weight of Geotextile (oz/sq.yd.)_____6
   - Tensile strength (lb) ASTM D 4632_____180
   - Elongation at failure (%) ASTM D 4632_____≥ 50
   - Puncture (lb) ASTM D 4833_____80
   - Ultraviolet light (% residual tensile strength) ASTM D 4355_____min 70
   - Apparent opening size (AOS) ASTM D 4751_____max 40 sieve
   - Permittivity sec^{-1} ASTM D 4491_____min 0.70
3. Any geotextile splices shall overlap a minimum of 18 inches, with upstream or upslope geotextile overlapping the abutting downslope geotextile.
4. Apron shall extend across the channel bottom and up the channel banks to an elevation one foot above the maximum tailwater depth or to the top of bank.
5. Rock thickness d shall be at least 1.5 times the riprap D_{100} size.
6. Apron length L_a and rock riprap shall be sized according to Illinois Urban Manual Rock Outlet Protection standard 910 minimum L_a = 10 ft.



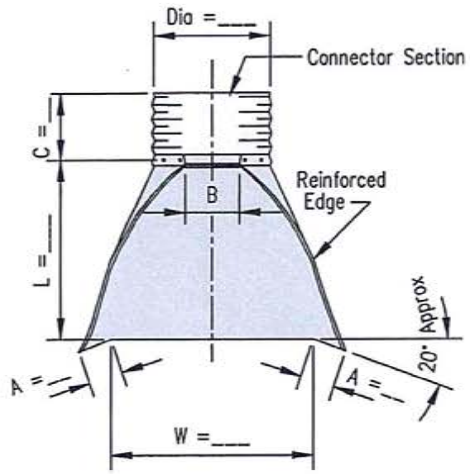
SECTION A-A

Date 5/22
Designed D. HOLLAND 5/22
Drawn D. HOLLAND
Checked
Approved

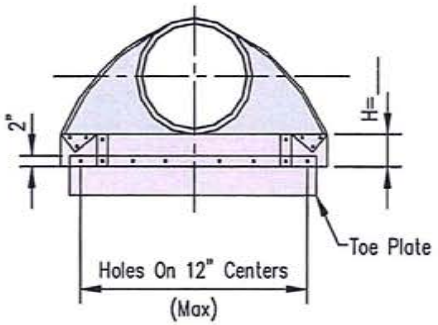
PIPE OUTLET TO CHANNEL

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United States Department of Agriculture

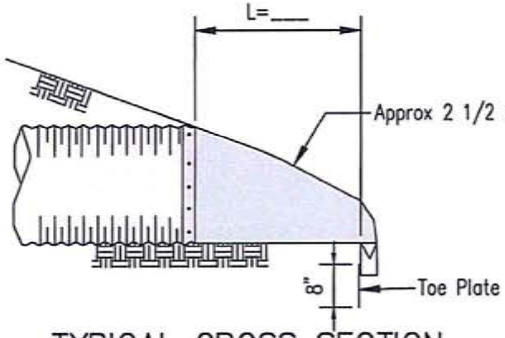
File No. IL-ENG-45
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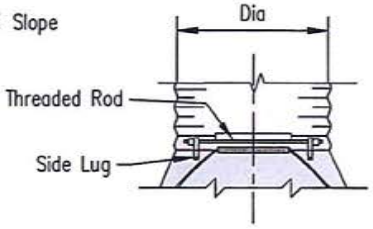
PLAN



ELEVATION



TYPICAL CROSS SECTION



ALTERNATE CONNECTION

PIPE DIA	SHEET THICKNESS	DIMENSIONS					
		A * 1"	B MAX	H * 1"	L * 1 1/2"	W * 2"	C
12"	.064"	6"	6"	6"		24"	24"
15"	.064"	7"	8"	6"	26"	30"	24"
18"	.064"	8"	10"	6"	31"	36"	24"
24"	.064"	10"	13"	6"	41"	48"	24"
30"	.079"	12"	16"	8"	51"	60"	24"
36"	.079"	14"	19"	9"	60"	72"	36"
42"	.109"	16"	22"	11"	69"	84"	36"
48"	.109"	18"	27"	12"	78"	90"	36"
54"	.109"	18"	30"	12"	84"	102"	36"
60"	.109"–138"	18"	33"	12"	87"	114"	36"

* = Tolerance Plus or Minus

NOTES:

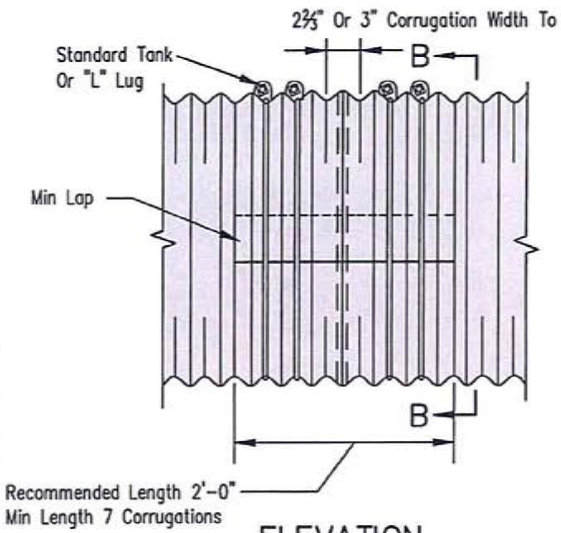
1. Toe plate, where needed, to be punched to match holes in skirt lip. 3/8" galvanized bolts to be furnished. Length of toe plate is W+10" for 12" to 30" diameter pipe and W+22" for 36" to 60" diameter pipe.
2. Skirt section for 12" to 30" diameter pipe to be made in one piece.
3. Skirt section for 36" to 54" pipe to be made from two sheets joined by riveting or bolting on center line. 60" may be constructed in 3 pieces.
4. Connector section, corner plate and toe plate to be same sheet thickness as skirt.
5. End sections and fittings are to be galvanized steel or aluminum alloy for use with like pipe.
6. Where flared end sections are to be used with bituminous coated and paved metal pipe, they are to be galvanized only.

Date 6/22
Designed D. HOLLAND
Drawn M. QUINONES 11/1/13
Checked
Approved

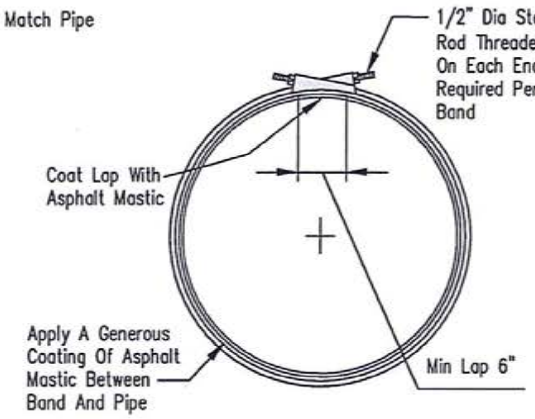
CULVERT FLARED END SECTION FOR 12" TO 60" CORRUGATED METAL PIPE

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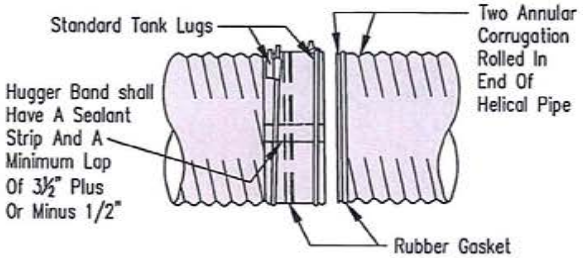
ELEVATION



SECTION B–B

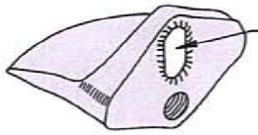
NOTES FOR COUPLING BANDS:

1. Materials and coatings of watertight couplings bands, sleeve joint and helical metal bands shall be the same as that specified for the pipe.
2. All tank lugs, rods and nuts shall be galvanized steel. Where aluminum bands are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
3. Corrugated metal coupling bands may be fabricated from one or two pieces with equal minimum lap lengths.

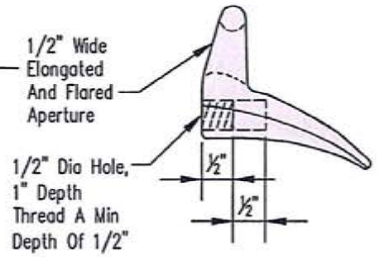


ELEVATION

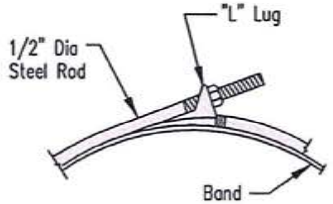
DETAILS OF WATERTIGHT COUPLING BAND FOR ANNULAR OR REROLLED HELICAL PIPE



ISOMETRIC VIEW



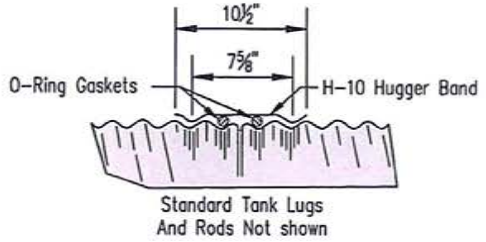
ELEVATION



Detail Of Rod and Lug

ALTERNATE "L" LUG

ALTERNATE "L" LUG



SECTION

DETAILS OF HUGGER BAND FOR HELICAL PIPE

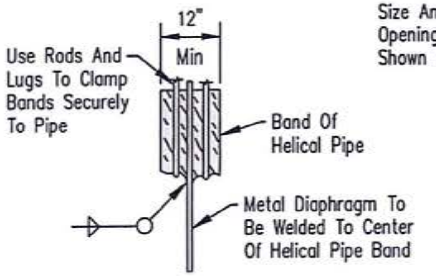
Not To Scale

Date 7/22
Designed D. HOLLAND
Drawn N. QUINONES 11/1/13
Checked
Approved

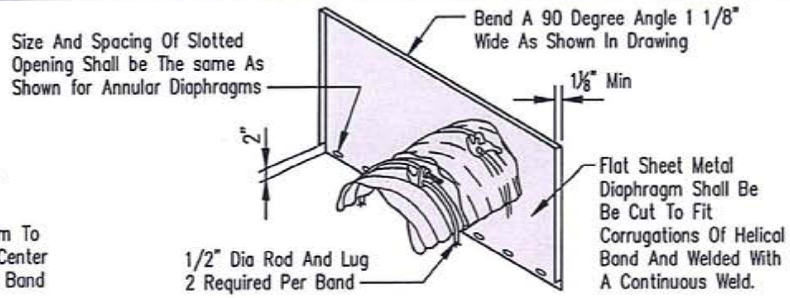
APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

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PARTIAL ELEVATION

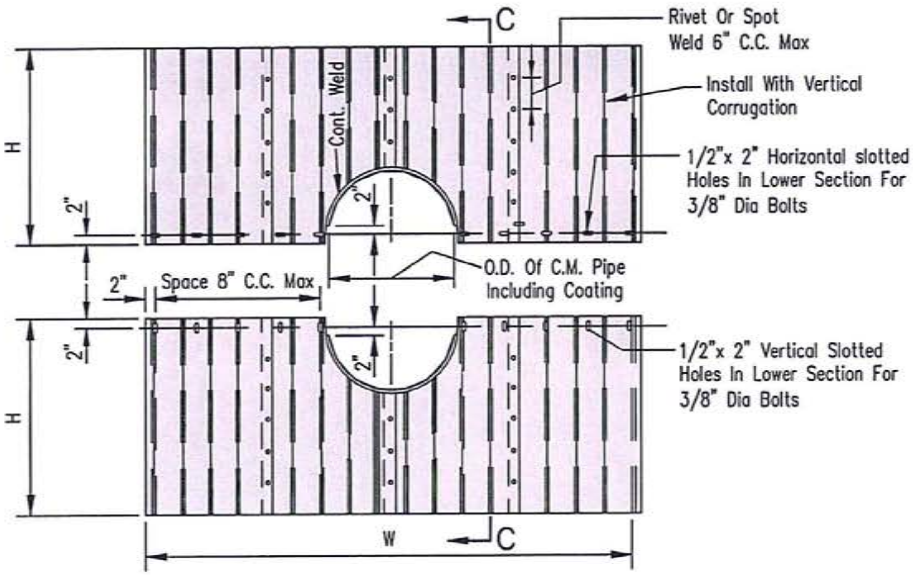


ISOMETRIC VIEW

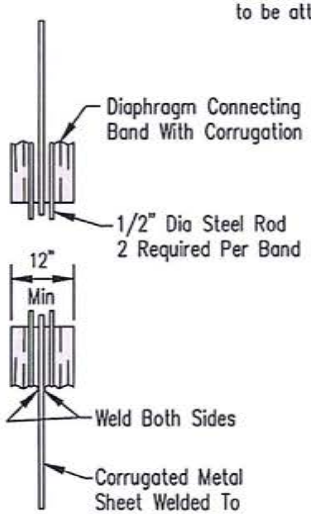
DETAILS OF HELICAL PIPE DIAPHRAGMS

Notes For Diaphragms

1. Materials and coating for all diaphragms shall be the same as that specified for the pipe.
2. Diaphragms shall be shop fabricated, assembled and marked by painting to identify matching half sections each diaphragm.
3. The laps between the half sections and between the pipe and connecting bands shall be caulked with fibrated asphalt mastic at the time of installation.
4. All tank lugs, rods, and nuts shall be Galvanized steel. Where aluminum diaphragms are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
5. The diaphragms shall be welded to the connecting band as shown on the drawings. All welds shall be treated as specified for class I, II and III welds, miscellaneous.
6. Bands shall be fabricated from material having the same class of corrugations as the pipe to which it is to be attached.



PARTIAL ELEVATION



SECTION C–C

DIAPHRAGM DIMENSION TABLE		
Nominal Diaphragm Size	Fabrication Diaphragm W (Width)	Fabrication Diaphragm H (Height)
4' x 4'	4'-0"	2'-2"
5' x 5'	5'-0"	2'-8"
6' x 6'	6'-0"	3'-2"
7' x 7'	7'-0"	3'-8"
8' x 8'	8'-0"	4'-2"
9' x 9'	9'-0"	4'-8"
10' x 10'	10'-0"	5'-2"

DETAILS OF ANNULAR PIPE DIAPHRAGMS

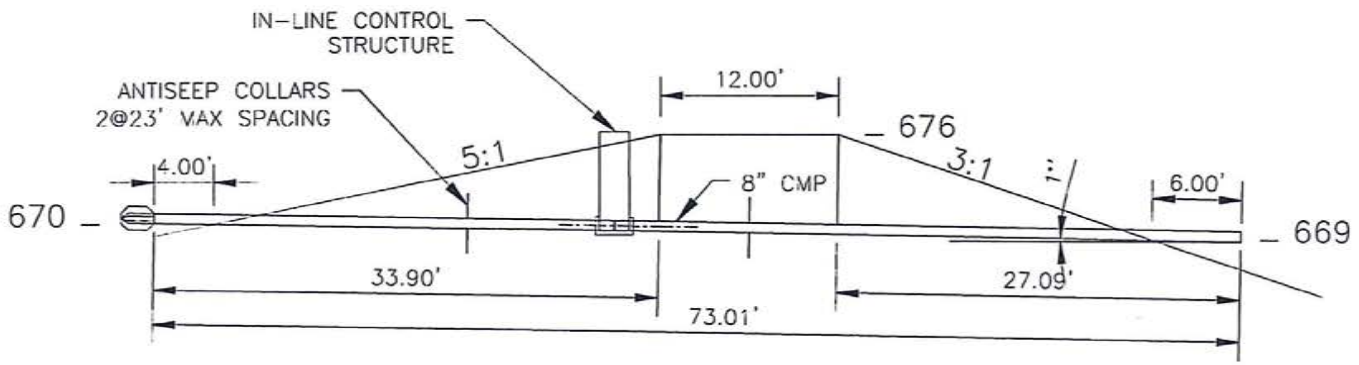
Not To Scale

Date 7/22 — 11/1/13
Designed O. HOLLAND
Drawn M. QUINONES
Checked
Approved

APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

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File No. IL-ENG-213
Drawing No.
Page 2 of 2
Sheet 12 of 13



PIPE LENGTH CHECK – BMP #1WL FRIENDS CREEK

ADD 10% TO PIPE LENGTH FOR BERM SETTLING

CALCULATED LENGTH: 80 FT

BMP #1WL

FRIENDS CREEK

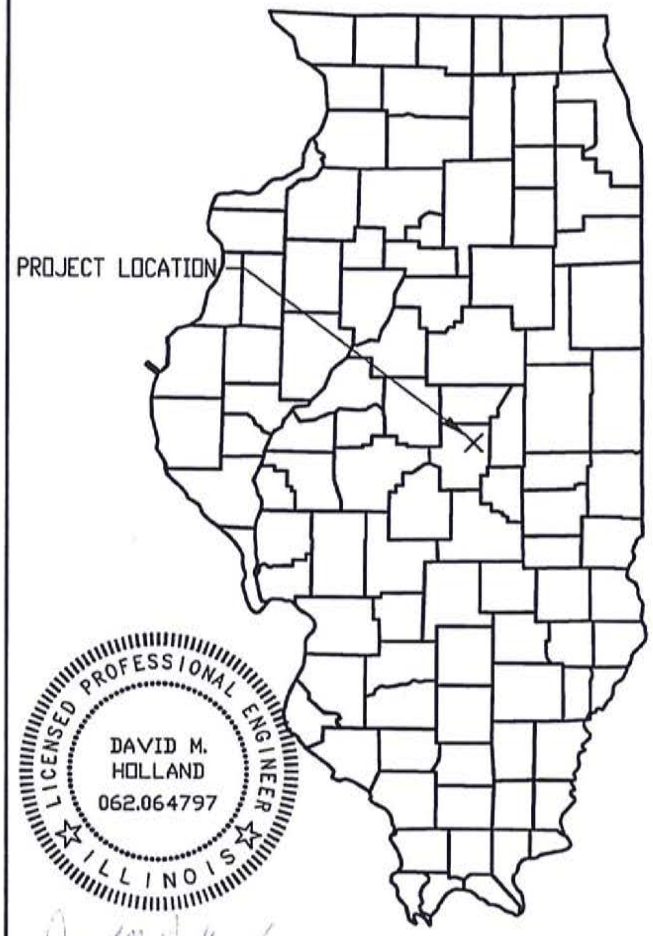
Sheet 13 of 13

PIPE LENGTH CHECK

northwater
WATER + GEOSCIENCE EXPERTS
www.northwaterco.com

		Date
Designed	D. Holland	7/22
Drawn	D. Holland	7/22
Checked		
Approved		

Detailed Plans For
Friends Creek Stair Step Wetlands BMP #3WL
Latitude: 40d 02' 12.0"N Longitude 88d 47' 19.1"W
Macon County, Illinois



LICENSED PROFESSIONAL ENGINEER
DAVID M. HOLLAND
062.064797
ILLINOIS

signature
8-10-22
date
license expires 11-30-2023

STATE OF ILLINOIS

Index Of Sheets

1. Cover Sheet
2. General Notes & Specifications
3. Construction Notes & Specifications
4. Overall Plan
5–8. NRCS Plan Detail for Wetland Berms
9. NRCS Data Sheet for Dams
10. NRCS Detail for Antiseep Collar
11. NRCS Detail for Pipe Outlet
12. NRCS Detail for CMP Flared End Section
13–14. NRCS Detail for CMP Appurtenances
15–16. Pipe Length Check

VICINITY MAP



BASIN LOCATION

Sec.7, T18N, R4E

Contractor is responsible for contacting Illinois JULIE 811 or 1-800-892-0123 www.illinois1call.com

Engineering Job Class IV

Benchmark Description:

Point #	Northing	Easting	Elevation	Description
BM 2	1,227,451.51	856,962.73	676.92	HUB
BM 3	1,227,681.52	856,713.72	672.57	HUB

		Date
Designed	D. Holland	8/22
Drawn	D. Holland	8/22
Checked		
Approved		

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COVER SHEET

File Name: IL-ENG-6
Drawing No. 1
Sheet 1 of 16

GENERAL NOTES & SPECIFICATIONS

1. THESE CONSTRUCTION PLANS AND GENERAL INFORMATION ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.

2. THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL INCLUDE ALL THE NECESSARY LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO INSTALL THE PROPOSED RETENTION BASIN, PRIMARY SPILLWAY, OUTLET PROTECTION, AND RESTORATION SEEDING INCLUDING ALL APPURTENANCES AS SHOWN ON THE PLANS AND AS DESCRIBED IN THESE SPECIFICATIONS.

3. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:
   - 3.1. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AS PREPARED BY IDOT, LATEST EDITION.
   - 3.2. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION.
   - 3.3. "CONSTRUCTION SPECIFICATIONS AND INSTRUCTION", AS DESCRIBED IN THE ILLINOIS URBAN MANUAL.

   IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITE WORK ISSUES DESIGNED BY THE ENGINEER, THE MORE STRINGENT SPECIFICATION REQUIREMENTS SHALL GOVERN.

   CONTRACTOR SHALL COMPLY WILL ALL LANDOWNER GENERAL RULES AND REGULATIONS AND ALL OTHER APPLICABLE POLICIES AND ORDINANCES EXCEPTING THOSE ACTIONS EXPRESSLY PERMITTED BY THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR MUST, THEREFORE, BE FAMILIAR WITH AND ADHERE TO THE MINIMUM SAFETY STANDARDS AS SET FORTH IN PUBLIC LAW 91-596 ADMINISTERED BY THE DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND AS FURTHER DEFINED IN PART 1926 OF TITLE 29 CODE OF THE FEDERAL REGULATIONS ENTITLED "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".

5. PRIOR TO COMMENCEMENT OF ANY OFF-SITE CONSTRUCTION, THE CONTRACTOR SHALL SECURE WRITTEN AUTHORIZATION THAT ALL OFF-SITE EASEMENTS HAVE BEEN SECURED, AND THAT PERMISSION HAS BEEN GRANTED TO ENTER ONTO PRIVATE PROPERTY OR PUBLIC RIGHT-OF-WAY.

6. WHERE SECTION OR SUB-SECTION MONUMENTS AND PROPERTY OF REFERENCE MARKERS ARE ENCOUNTERED THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS OR MARKERS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL MONUMENTS OR MARKERS UNTIL AN AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A REGISTERED LAND SURVEYOR TO RE-ESTABLISH ANY MONUMENTS OR MARKERS DESTROYED BY HIS OPERATIONS.

7. CONSTRUCTION SHALL NOT BLOCK OFF-SITE DRAINAGE.

8. ELECTRIC, TELEPHONE, NATURAL GAS, AND OTHER UTILITY COMPANIES MAY HAVE UNDERGROUND AND/OR OVERHEAD SERVICE FACILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT (800) 892-0123 FOR UTILITY LOCATIONS.

9. THE CONTRACTOR SHALL CALL TO THE ATTENTION OF PROJECT MANAGER AND/OR ENGINEER ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES WHICH ARE ESTABLISHED BY PROJECT MANAGER AND/OR ENGINEER, AND SHALL NOT PROCEED WITH THE WORK UNTIL ANY LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR HAVE BEEN VERIFIED OR CORRECTED BY PROJECT MANAGER.

10. ALL EXISTING DETAILED SITE TOPOGRAPHY SHOWN ON THE DRAWINGS WERE PERFORMED BY OR UNDER THE SUPERVISION OF:

    NORTHWATER CONSULTING LLC
    1830 SOUTH COLLEGE ST
    SPRINGFIELD, IL 62704
    TEL: 217.544.5345
    COPIES OF THE SURVEY ARE AVAILABLE FROM PROJECT MANAGER AND/OR ENGINEER.

11. ALL COORDINATES AND ELEVATIONS ARE ON AN ASSUMED DATUM. BENCHMARK LOCATIONS AND ELEVATIONS ARE DESCRIBED ON THE TITLE SHEET.

12. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES, AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY PROJECT MANAGER AND/OR ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING HIS WORK.

13. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO PROJECT MANAGER AND/OR ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM PROJECT MANAGER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF PROJECT MANAGER SHALL BE FINAL AND CONCLUSIVE.

14. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY PROJECT MANAGER.

15. THE CONTRACTOR SHALL INFORM PROJECT MANAGER BEFORE WORK COMMENCES.

16. BEFORE ACCEPTANCE BY PROJECT MANAGER AND/OR LANDOWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED, AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

17. UPON AWARD OF THE CONTRACT AND WHEN REQUIRED BY PROJECT MANAGER AND/OR LANDOWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL, AND PERFORMANCE BOND IN THE PENAL SUM OF 100 PERCENT OF THE CONTRACT GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO PROJECT MANAGER AND/OR LANDOWNER.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING, AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS, AND ASSOCIATED STRUCTURES, AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF PROJECT MANAGER AND/OR LANDOWNER.

19. WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INCLUDED IN THE CONTRACT FOR PAYMENT, THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED UNLESS APPROVED BY PROJECT MANAGER.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE 107.14 OF THE IDOT STANDARD SPECIFICATIONS, IN LOCATIONS WHERE CONSTRUCTION OPERATIONS WARRANT, OR AS DESIGNATED BY LOCAL GOVERNING AGENCIES. ALL TRAFFIC CONTROL WORK SHALL BE INCIDENTAL TO THE CONTRACT AND SHALL BE DONE IN ACCORDANCE WITH IDOT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

21. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY BY THE RESPONSIBLE PARTY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

22. WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATIONS OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH SECTION 253.09 OF THE IDOT STANDARD SPECIFICATIONS, AND THE COST OF SAME SHALL BE INCIDENTAL TO THE CONTRACT. TREES SHALL BE REMOVED ONLY AFTER RECEIVING APPROVAL OF PROJECT MANAGER AND/OR LANDOWNER. PROJECT MANAGER AND/OR LANDOWNER SHALL DESIGNATE THOSE TREES WHICH ARE TO BE REMOVED.

23. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE PROJECT.

24. PROJECT MANAGER, ENGINEER, AND LANDOWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

25. CONTRACTOR SHALL HAVE A COMPETENT FOREMAN ON THE PROJECT SITE AT ALL TIMES IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE FOREMAN SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR. THE FOREMAN IS EXPECTED TO WORK CLOSELY WITH PROJECT MANAGER.

26. THE CONTRACTOR SHALL KEEP A SET OF "APPROVED" CONSTRUCTION PLANS ON THE JOB SITE, AND SHALL MAINTAIN (AS INDICATED HEREON AND ELSEWHERE WITHIN THESE CONSTRUCTION NOTES, SPECIFICATIONS, AND PLANS) A LEGIBLE RECORD ON SAID PLANS OF ANY FIELD TILE ENCOUNTERED, ANY MODIFICATIONS/ALTERATIONS TO ALIGNMENT AND/OR TO PLANS AND SPECIFICATIONS OF PROPOSED IMPROVEMENTS, ETC. UPON COMPLETION OF THE CONTRACTORS' WORK, SAID PLANS AND INFORMATION SHALL BE PROVIDED TO PROJECT MANAGER. FINAL CONTRACT PAYMENT SHALL NOT COME DUE UNTIL THIS INFORMATION IS RECEIVED.

27. THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS. THE CONTRACTOR, BY USING THESE DRAWINGS FOR THEIR WORK, AGREE TO HOLD HARMLESS PROJECT MANAGER, LANDOWNER AND NORTHWATER CONSULTING (ENGINEER) AND THEIR EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF PROJECT MANAGER, LANDOWNER, AND ENGINEER.

28. CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN SUCH A WAY AS TO PREVENT TRACKING OF MUD OR SOIL ONTO PUBLIC THOROUGHFARES. AT A MINIMUM, THE CONTRACTOR SHALL CLEAN UP ALL MUD OR SOIL WHICH HAS BEEN TRACKED ONTO PUBLIC STREETS AT THE END OF EACH DAY. THE CONTRACTOR MAY BE REQUIRED TO PERFORM MORE FREQUENT CLEANING OF PUBLIC STREETS AFFECTED BY CONSTRUCTION OPERATIONS IF DEEMED NECESSARY BY LOCAL REGULATORY AGENCIES.

29. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.

30. ANY AREA OUTSIDE THE R.O.W. LINE OR CONSTRUCTION LIMIT LINE USED BY THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.

31. PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF TOPSOIL.

32. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, UNLESS OTHERWISE NOTED. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO LANDOWNER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

33. REMOVED PIPE AND/OR TREES SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE AT AN OFF-SITE DUMP LOCATION UNLESS APPROVED BY LANDOWNER AND PROJECT MANAGER.

34. CONTRACTOR SHALL PROVIDE CERTIFICATES OF INSURANCE AS REQUIRED, LISTING AS ADDITIONAL INSURED: LANDOWNER AND NORTHWATER CONSULTING, LLC.

35. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO PROJECT MANAGER.

SEEDING & MULCHING

Material	Kind	Lbs/Acre	Total lbs.
	Smooth Brome	24	
Seed	Timothy	10	
	Redtop	8	
Companion Crop	Oats	32	
Nitrogen (N)		120	
Phosphorus (P203)		120	
Potassium (K20		120	
Lime	pH 6.5	as needed	
Temporary Seeding	Rye	90	
Mulch	Straw or hay	2.0 Tons/Ac	

Seeding Period: Late winter to 5/15, 8/1 to 9/10*

Notes:

1. Prepare a firm seedbed. After the practice has been constructed to the design requirements, spread lime and fertilizer uniformly. Incorporate it into the soil to a depth of 3-4 inches with suitable equipment.
2. Seed grasses. Place seed 1/4 to 1/2 inch deep in a firm, even seedbed with a corrugated, roller-type seeder. A grain drill or broadcast seeder may be used if followed by a corrugated roller or harrow to cover seed. A companion crop may be seeded a the same time and covered in the same manner.
3. Use temporary vegetative cover when construction is completed in early summer, to stabilize the practice until a permanent grass mixture can be seeded. Remove the stabilizing crop prior to seeding permanent grass.
4. If mulch is required it shall be applied uniformly and anchored. Hay or straw may be anchored by mechanical tacking, a spray coating of emulsified asphalt, or with paper netting. Commercial mulch products will be anchored as specified by the manufacturer.

		Date
Designed	D. HOLLAND	7/22
Drawn	D. HOLLAND	7/22
Checked		
Approved		

GENERAL NOTES & SPECIFICATIONS

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File No.

Drawing No.

Sheet 2 of 16

AUTOCAD2005

CONSTRUCTION NOTES & SPECIFICATIONS

1. Site Preparation

1.1. Areas designated for borrow areas, embankment, and structural works shall be cleared, grubbed and stripped of topsoil. All trees, vegetation, roots and other objectionable material shall be removed. Channel banks and sharp breaks shall be sloped to no steeper than 2:1. All trees shall be cleared and grubbed within 15 feet of the toe of the embankment.

1.2. Areas to be covered by fill will be cleared of all trees, brush, logs, fences, rubbish and other objectionable material unless otherwise designated on the plans. Trees, brush, and stumps shall be cut approximately level with the ground surface.

1.3. All cleared and grubbed material shall be disposed of outside and below the limits of the basin as directed by the owner or his representative. A sufficient quantity of topsoil shall be stockpiled in a suitable location for use on the embankment and other designated areas.

2. Earth Fill

2.1. Material – The fill material shall be taken from approved designated borrow areas. It shall be free of roots, stumps, wood, rubbish, stones greater than 6", frozen or other objectionable materials. Fill material for the center of the embankment, and cut off trench shall conform to Unified Soil Classification GC, SC, CH, or CL, and must have at least 30% passing the #200 sieve. Consideration may be given to the use of other materials in the embankment if approved by the local regulatory agency.

2.2. Materials used in the outer shell of the embankment must have the capability to support vegetation of the quality required to prevent erosion of the embankment.

2.3. Placement – Areas on which fill is to be placed shall be scarified prior to placement of fill. Fill materials shall be placed in maximum 8 inch thick (before compaction) layers which are to be continuous over the entire length of the fill. The most permeable borrow material shall be placed in the downstream portions of the embankment. The principal spillway must be installed concurrently with fill placement and not excavated into the embankment.

2.4. Compaction – The movement of the hauling and spreading equipment over the fill shall be controlled so that the entire surface of each lift shall be traversed by not less than one tread track of heavy equipment or compaction shall be achieved by a minimum of four complete passes of a sheepsfoot, rubber tired or vibratory roller. Fill material shall contain sufficient moisture such that the required degree of compaction will be obtained with the equipment used. The fill material shall contain sufficient moisture so that if formed into a ball it will not crumble, yet not be so wet that water can be squeezed out.

2.5. When required by the reviewing agency the minimum required density shall not be less than 95% of maximum dry density with a moisture content within 2% of the optimum. Each layer of fill shall be compacted as necessary to obtain that density, and is to be certified by the Engineer at the time of construction. All compaction is to be determined by AASHTO Method T-99 (Standard Proctor).

2.6. Cut Off Trench – The cutoff trench shall be excavated into impervious material along or parallel to the centerline of the embankment as shown on the plans. The bottom width of the trench shall be governed by the equipment used for excavation, with the minimum width being four feet. The depth shall be at least two feet below existing grade or as shown on the plans. The side slopes of the trench shall be 1 to 1 or flatter. The backfill shall be compacted with construction equipment, rollers, or hand tampers to assure maximum density and minimum permeability.

3. Structure Backfill

3.1. Backfill adjacent to pipes or structures shall be of the type and quality conforming to that specified for the adjoining fill material. The fill shall be placed in horizontal layers not to exceed four inches in thickness and compacted by hand tampers or other manually directed compaction equipment. The material needs to fill completely all spaces under and adjacent to the pipe. At no time during the backfilling operation shall driven equipment be allowed to operate closer than four feet, measured horizontally, to any part of a structure. Under no circumstances shall equipment be driven over any part of a structure or pipe, unless there is a compacted fill of 36" or greater over the structure or pipe.

4. Pipe Conduits

4.1. All pipes shall be circular in cross section.

4.2. Pipe – The following criteria shall apply for pipe:

4.2.1. PVC pipe shall be PVC-1120 or PVC-1220 conforming to ASTM D-1785 or ASTM D-2241.

4.2.2. Corrugated High Density Polyethylene (HDPE) pipe, couplings and fittings shall conform to the following: 4" – 10" inch pipe shall meet the requirements of AASHTO M252 Type S, and 12" through 24" inch shall meet the requirements of AASHTO M294 Type S.

4.2.3. Joints and connections to anti-seep collars shall be completely watertight.

4.3. Bedding –The pipe shall be firmly and uniformly bedded throughout its entire length. Where rock or soft, spongy or other unstable soil is encountered, all such material shall be removed and replaced with suitable earth compacted to provide adequate support.

4.4. Backfilling shall conform to "Structure Backfill".

4.5. Other details (anti-seep collars, etc.) shall be as shown on the drawings.

5. Rock Riprap

5.1. Rock riprap shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

5.2. Geotextile shall be placed under all riprap and shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

6. Care of Water during Construction

6.1. All work on permanent structures shall be carried out in areas free from water. The Contractor shall construct and maintain all temporary dikes, levees, cofferdams, drainage channels, and stream diversions necessary to protect the areas to be occupied by the permanent works. The contractor shall also furnish, install, operate, and maintain all necessary pumping and other equipment required for removal of water from various parts of the work and for maintaining the excavations, foundation, and other parts of the work free from water as required or directed by the regulatory agency for constructing each part of the work. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water to the spillway or outlet works and so as not to interfere in any way with the operation or maintenance of the structure. Stream diversions shall be maintained until the full flow can be passed through the permanent works. The removal of water from the required excavation and the foundation shall be accomplished in a manner and to the extent that will maintain stability of the excavated slopes and bottom required excavations and will allow satisfactory performance of all construction operations. During the placing and compacting of material in required excavations, the water level at the locations being refilled shall be maintained below the bottom of the excavation at such locations which may require draining the water sumps from which the water shall be pumped.

7. Stabilization

7.1. All borrow areas shall be graded to provide proper drainage and left in a sightly condition.

7.2. All exposed surfaces of the embankment, spillway, spoil and borrow areas, and berms shall be stabilized by seeding, liming, fertilizing and mulching in accordance with local Natural Resources Conservation Service Standards and Specifications.

8. Erosion and Sediment Control

8.1. Construction operations will be carried out in such a manner that erosion will be controlled and water and air pollution minimized. State and local laws concerning pollution abatement will be followed.

	Date
Designed D. HOLLAND	7/22
Drawn D. HOLLAND	7/22
Checked	
Approved	

CONSTRUCTION NOTES & SPECIFICATIONS

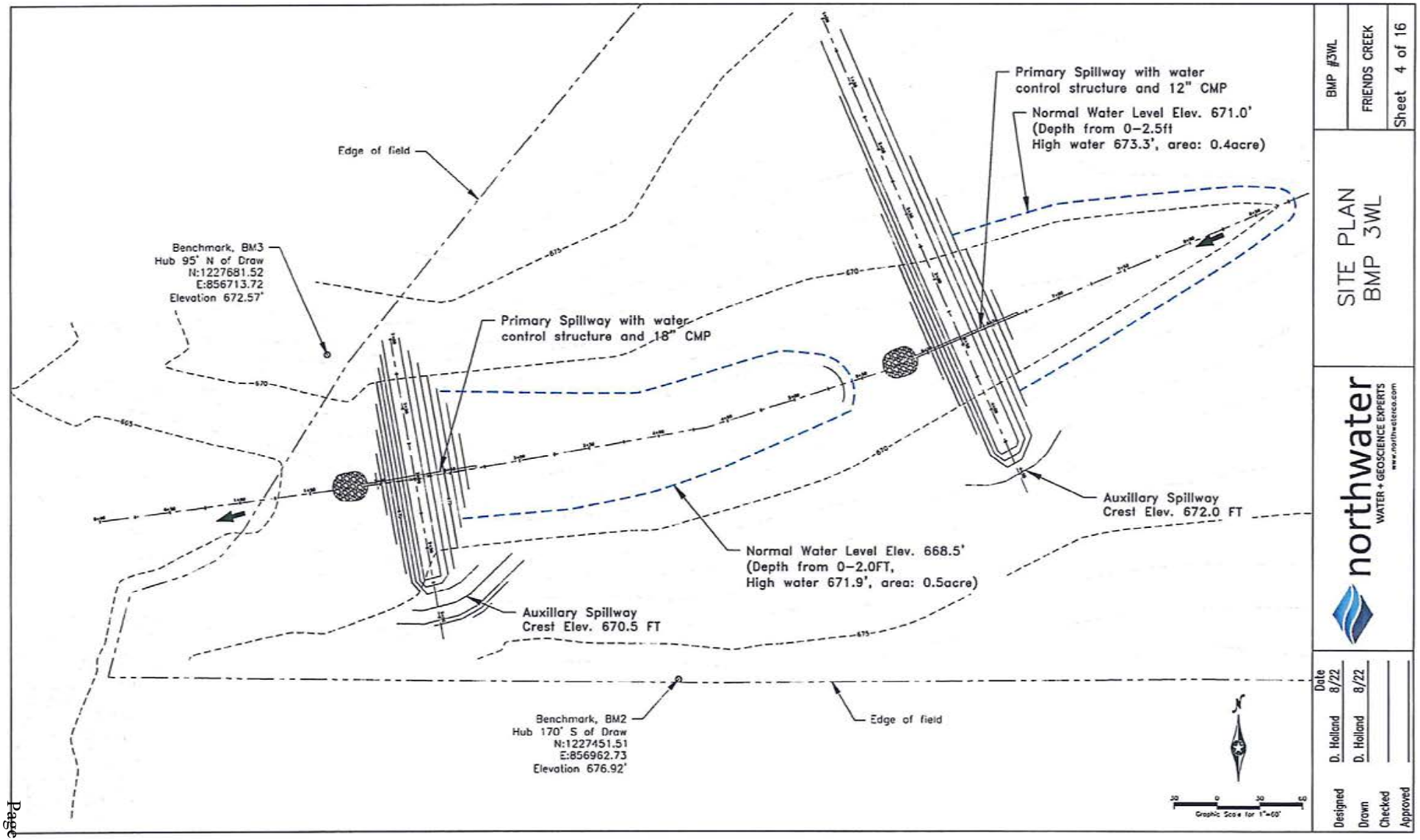
northwater
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Landowner
FRIENDS CK

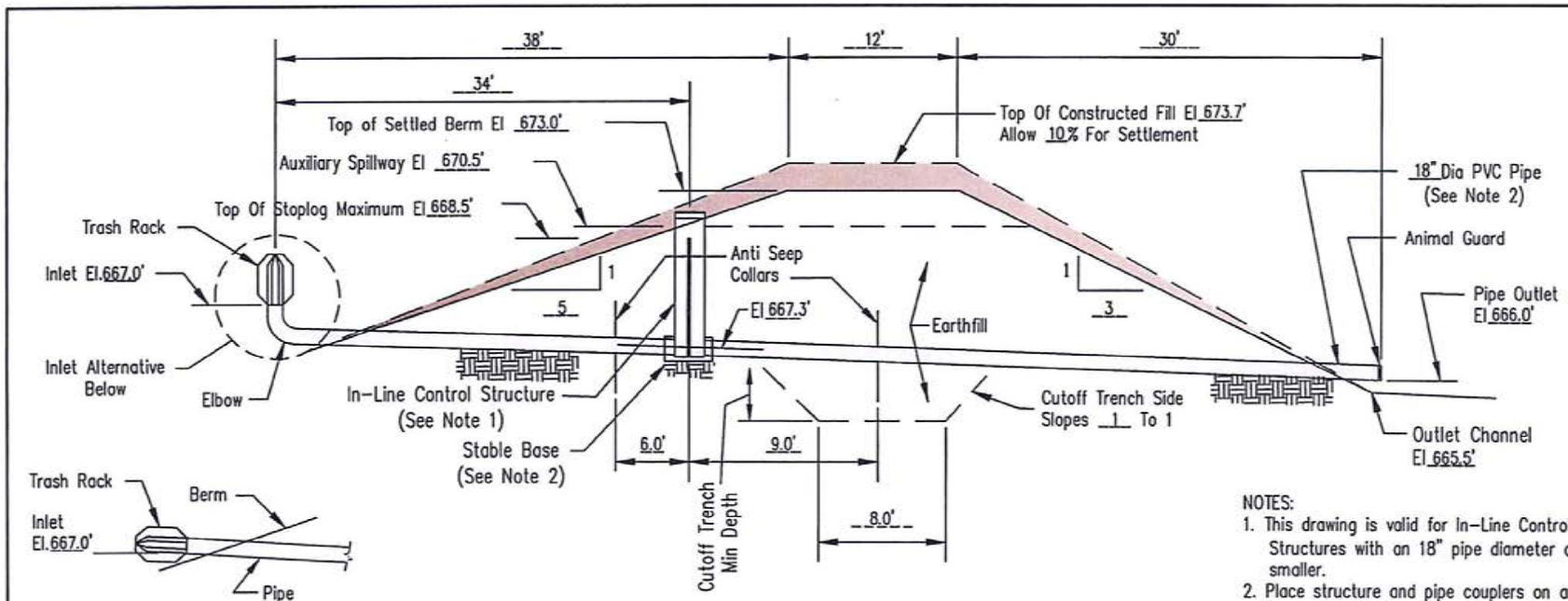
BMP No.
3WL

Sheet 3 of 16

AUTOCAD2005


Primary Spillway with water control structure and 12" CMP
Normal Water Level Elev. 671.0'
(Depth from 0–2.5ft
High water 673.3', area: 0.4acre)
Edge of field
Benchmark, BM3
Hub 95' N of Draw
N:1227681.52
E:856713.72
Elevation 672.57'
Primary Spillway with water control structure and 18" CMP
Auxillary Spillway
Crest Elev. 672.0 FT
Normal Water Level Elev. 668.5'
(Depth from 0–2.0FT,
High water 671.9', area: 0.5acre)
Auxillary Spillway
Crest Elev. 670.5 FT
Benchmark, BM2
Hub 170' S of Draw
N:1227451.51
E:856962.73
Elevation 676.92'
Edge of field
Graphic Scale for 1"=60'
BMP #3WL
FRIENDS CREEK
Sheet 4 of 16
SITE PLAN
BMP 3WL
northwater
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www.northwaterco.com
Designed D. Holland 8/22
Drawn D. Holland 8/22
Checked
Approved

Primary Spillway with water control structure and 12" CMP
Normal Water Level Elev. 671.0'
(Depth from 0-2.5ft
High water 673.3', area: 0.4acre)
Auxiliary Spillway
Crest Elev. 672.0 FT
Normal Water Level Elev. 668.5'
(Depth from 0-2.0FT,
High water 671.9', area: 0.5acre)
Primary Spillway with water control structure and 18" CMP
Auxiliary Spillway
Crest Elev. 670.5 FT
Edge of field
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Benchmark, BM3
Hub 95' N of Draw
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E:856713.72
Elevation 672.57'
Benchmark, BM2
Hub 170' S. of Draw
N:1227451.51
E:856962.75
Elevation 676.92'
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Designed D. Holland 8/22
Drawn D. Holland 8/22
Checked
Approved
Date
SITE PLAN
BMP 3WL
FRIENDS CREEK
BMP #3WL
Sheet 4 of 16



INLET ALTERNATIVE

TYPICAL BERM CROSS SECTION

NOTES:

1. This drawing is valid for In-Line Control Structures with an 18" pipe diameter and smaller.
2. Place structure and pipe couplers on a stable base. A stable base may be compacted earth, compacted fill sand, or a concrete pad. Extend the stable base no less than 1 foot around structure.
3. PVC Pipe must conform to ASTM Standard D 2241 or D 1785. Pipe material must be PVC 1120 or PVC 1220.
4. Stop boards must provide water tight seals under a minimum of 1 foot pressure head.
5. Excavated material placed around structure, spillway pipe and anti-seep collar must be hand compacted in 4 inch lifts to same density requirements specified for the adjacent embankment.

TABLE OF QUANTITIES		
ITEM	UNIT	QUANTITY
Embankment Earthfill	Cu. Yd.	1,000
Cutoff Trench Earthfill	Cu. Yd.	120
PVC Pipe 18" Dia, SDR 21 CL200	L.F.	80
Control Structure ___" Dia x ___' High, ___" Weir Length	Ea	1
Antiseep Collar (Polyethylene Sheet) 17' spacing, 4' X 4'	Ea	3
PVC Pipe Elbow____" Dia	Ea	0
Trash Rack	Ea	1
Animal	Ea	1

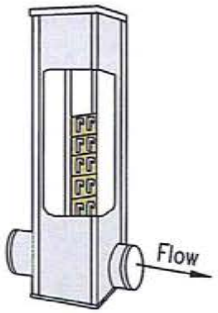
LOCATION PLAN

N

Sec. 7 T. 18N R. 4E

B.M. Elevation 676.92'

B.M. Description Hub 170' south of draw



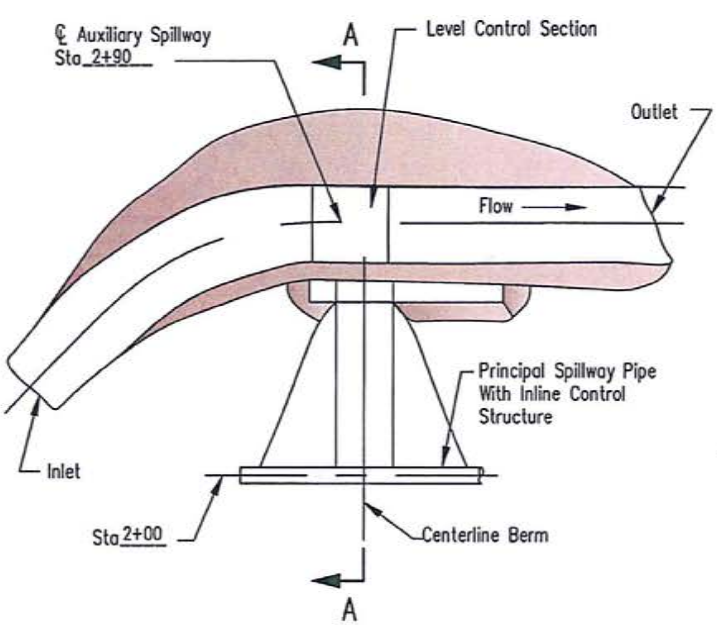
IN-LINE CONTROL STRUCTURE

Designed D. HOLLAND 8/22
Drawn D. HOLLAND 8/22
Checked
Approved

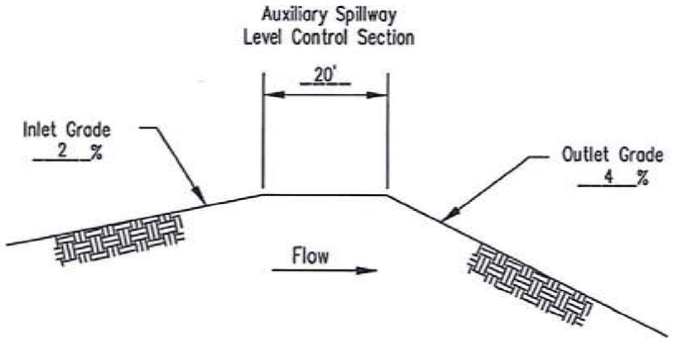
PLAN FOR WETLAND BERM BMP 3WL Berm 1 (Lower)

United States Department of Agriculture
Natural Resources Conservation Service

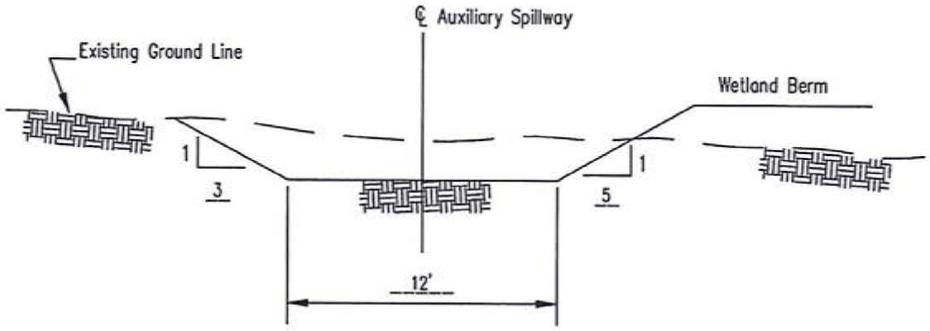
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Drawing No.
Page 1 of 2
Sheet 5 of 16



AUXILIARY SPILLWAY PLAN



PROFILE ON AUXILARY SPILLWAY CENTERLINE



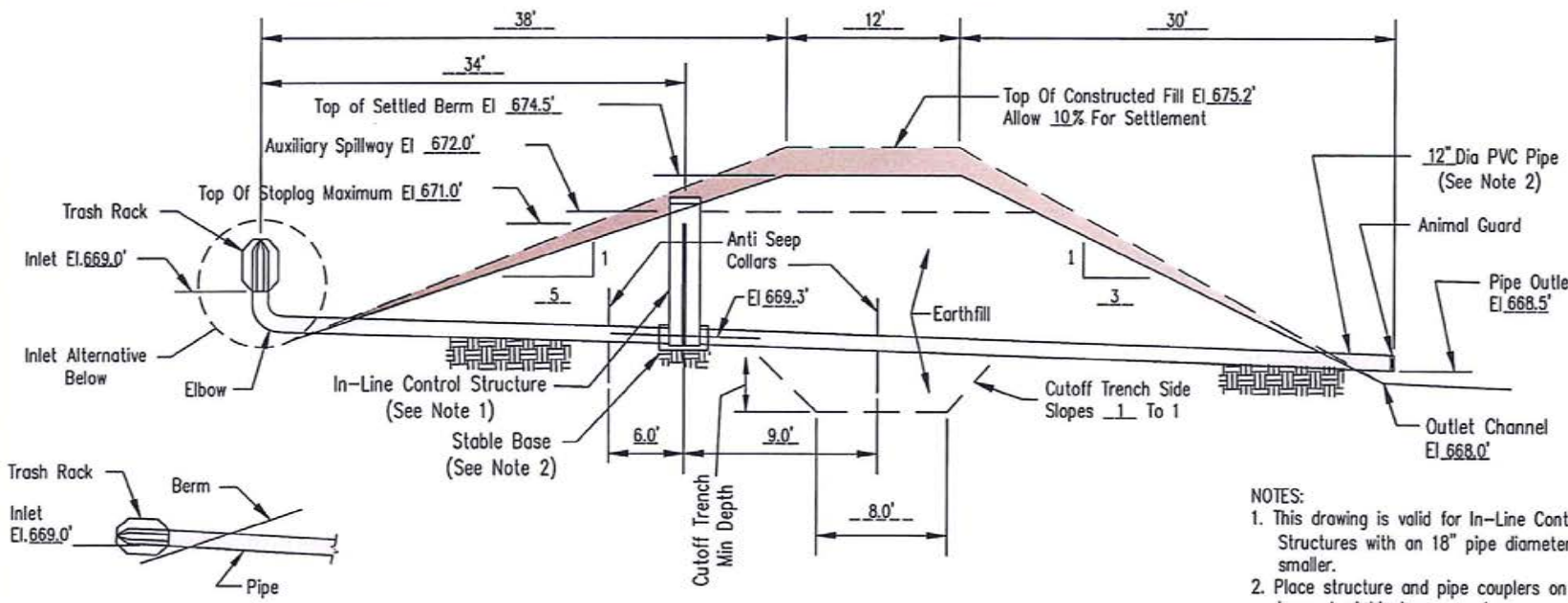
SECTION A–A

PLAN FOR WETLAND BERM
BMP 3WL Berm 1 (Lower)

Date 8/22
Designed D. HOLLAND 8/22
Drawn D. HOLLAND
Checked
Approved

United States Department of Agriculture
Natural Resources Conservation Service

File No. IL-ENG-156
Drawing No.
Page 2 of 2
Sheet 8 of 16

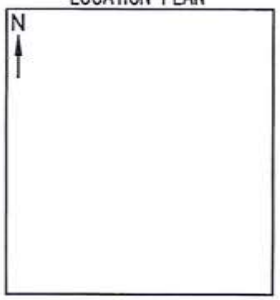


INLET ALTERNATIVE

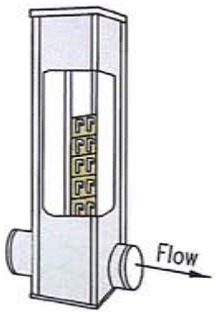
TYPICAL BERM CROSS SECTION

TABLE OF QUANTITIES		
ITEM	UNIT	QUANTITY
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Cutoff Trench Earthfill	Cu. Yd.	120
PVC Pipe 12" Dia, SDR 21 CL200	L.F.	80
Control Structure ___" Dia x ___' High, ___" Weir Length	Ea	1
Antiseep Collar (Polyethylene Sheet) 17' spacing, 4' X 4'	Ea	3
PVC Pipe Elbow____" Dia	Ea	0
Trash Rack	Ea	1
Animal	Ea	1

LOCATION PLAN



Sec. 7 T. 18N R. 4E
B.M. Elevation 676.92'
B.M. Description Hub 170' south of draw



IN-LINE CONTROL STRUCTURE

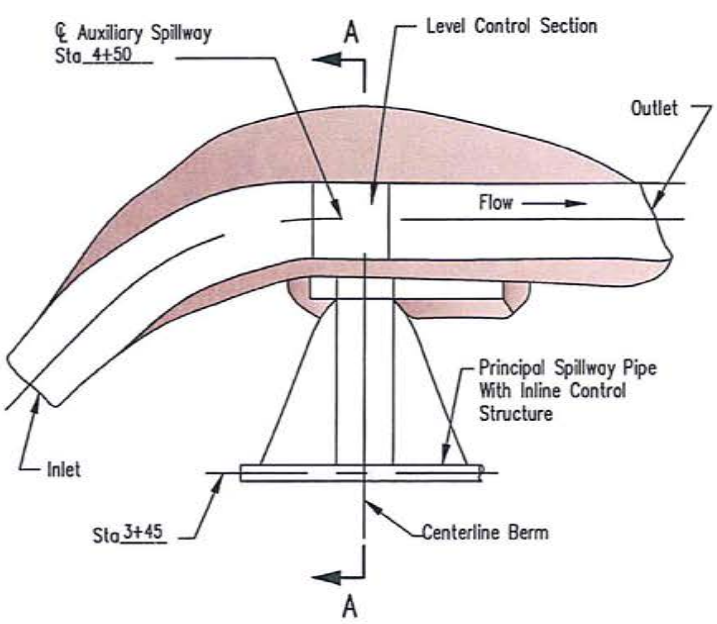
NOTES:
1. This drawing is valid for In-Line Control Structures with an 18" pipe diameter and smaller.
2. Place structure and pipe couplers on a stable base. A stable base may be compacted earth, compacted fill sand, or a concrete pad. Extend the stable base no less than 1 foot around structure.
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Date 8/22
Designed D. HOLLAND
Drawn D. HOLLAND 8/22
Checked
Approved

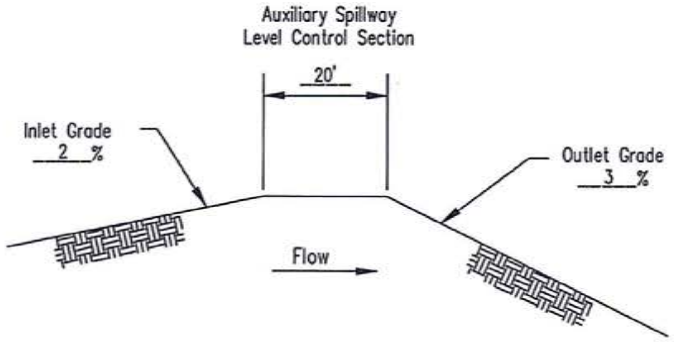
PLAN FOR WETLAND BERM
BMP 3WL Berm 1 (Upper)

United States Department of Agriculture
USDA
Natural Resources Conservation Service

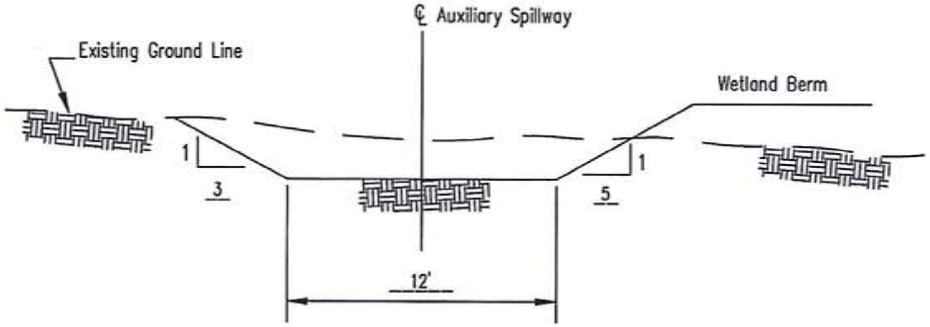
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Drawing No.
Page 1 of 2
Sheet 7 of 16



AUXILIARY SPILLWAY PLAN



PROFILE ON AUXILARY SPILLWAY CENTERLINE



SECTION A–A

PLAN FOR WETLAND BERM
BMP 3WL Berm 1 (Upper)

Designed D. HOLLAND 5/22
Drawn D. HOLLAND 5/22
Checked
Approved

United States Department of Agriculture
Natural Resources Conservation Service

File No. IL-ENG-156
Drawing No.
Page 2 of 2
Sheet 8 of 16

CONSTRUCTION CHECK

TBM #	Elev.	B.S.	H.I.	Note: Include Pipe Spillway Inlet & Outlet Elev.

Station	Rod Reading	Const. Elev.	Planned Elev.	Deviation	Cross Section And Remarks

Dimensions of Principal Spillway_____ Pipe Material_____
Pond area_____sq.ft. @_____ft. depth (If for fish production)
Fill and Spillway (have) (have not) been seeded and mulched.
Pond (has) (Has not) been fenced. Kind_____
Stockwater system adequate (yes) (no) _____
Remarks: _____

I certify that this job meets all the requirements of Illinois Standards and Specifications for:

☐ Pond ☐ Grade Stabilization Structure

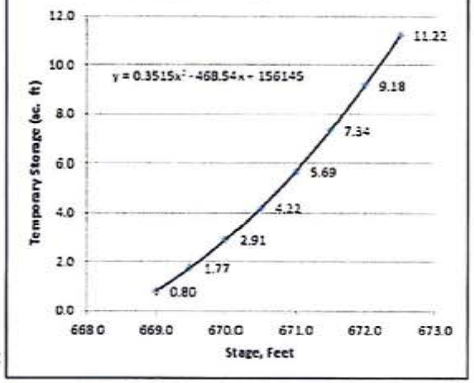
By_____ date_____

Name FRIENDS CREEK County MACON
By D. HOLLAND Date 8/22 Checked by_____ Date_____
Practice Name WETLAND BERM Field No. 3WL Str. No._____ Sheet 9 of 16

AVAILABLE STORAGE

Elev.	Area		Internal Storage Ac. Ft.	Accum. Storage	
	Sq. In.	Flooded Acres		Sed. and/or Water	Temporary

Stage-Storage Curve



Drainage Area 88.3 ac.
Average Watershed slopes: Flat (0-2) Med. (3-2) Steep (8%+)
Slope: 0.6%
Runoff CN = * 82.0
* For RCN See EFM Chapter 2

	Principal Spillway	Auxiliary Spillway
Frequency	5 yr.	25 yr.
24-Hour Rainfall	3.80 in.	5.21 in.
Peak Inflow Q_I	77.6 cfs	126.2 cfs
Watershed Runoff	2.03 in.	

PIPE SIZE STORAGE REQUIREMENTS
Pipe dia. 18 in. Kind CMP Length 80 ft.
Head 1.41 ft. Q_O = 19.7 cfs; cfs/ac 0.22
If cfs/ac is less than 0.4, use Page 11-54 EFM.
Temporary Storage = ____in. (From chart)
v_s = ____/12 in. x ____ac. = ____ac.ft.
If cfs/ac is more than 0.4, use Page 11-54 EFM.
v_r = Runoff (in.) x Drainage Area (ac.) / 12 = 15.0 ac.ft.
$\frac{Q_o}{Q_i} = \frac{19.7}{77.6} = 0.25$; $\frac{v_s}{v_r} = k = 0.56$
$V_s = kV_r = 0.56 \times 15.0 = 8.3$ ac.ft.
Stage Required = 671.7 ft. (From Stage Storage Curve)
Stage used = 671.9 ft.

Auxiliary SPILLWAY REQUIREMENTS
Q = Aux. Spillway Peak Inflow - Prin. Spillway Discharge
= 43.2 cfs - 9.8 cfs = 33.4 cfs
From EFM Chapter 11,
Length of Control Section = 30 ft. ; Width = 10 ft.
Depth (Hp) = 1.41 ft. Freeboard = 1 ft.
Exit Slope = 4 % Min. Slope = 4 % Max. Slope = 30 %

PHYSICAL DATA
Surface Area Pond 0.5 ac.
Maximum Depth of Water 2.0 ft.
Effective fill Ht. 6.5 ft. (Low Point on centerline to Auxiliary Spillway)
Volume of storage below spillway, V_t = 5.4 ac.ft.
Product - Eff. fill Ht. V_t = _____
Sediment Storage: Below Crest 0.2 ac.ft.
Above crest _____ac.ft.
Elev.: Inlet 667.0, Aux. Sp. 670.5 Settled Fill 673.0

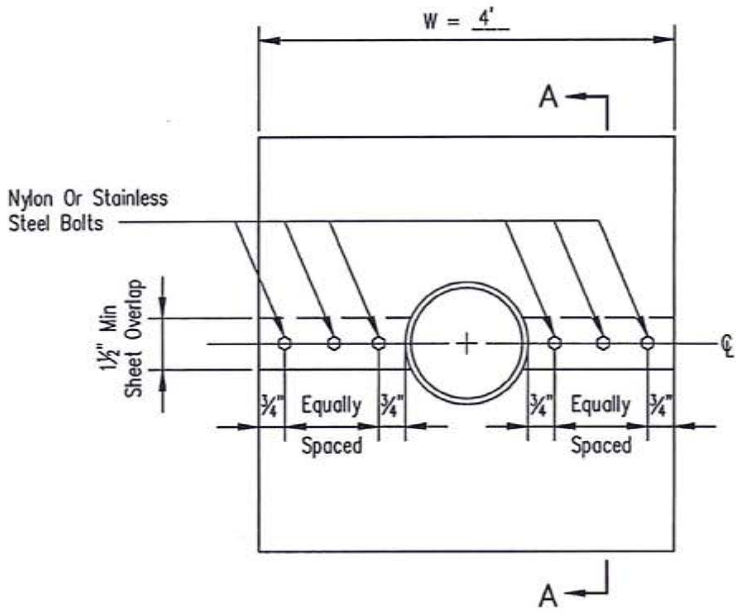
Designed	Date
D. HOLLAND	8/22
Drawn	
D. HOLLAND	8/22
Checked	
Approved	

DATA SHEET FOR DAMS

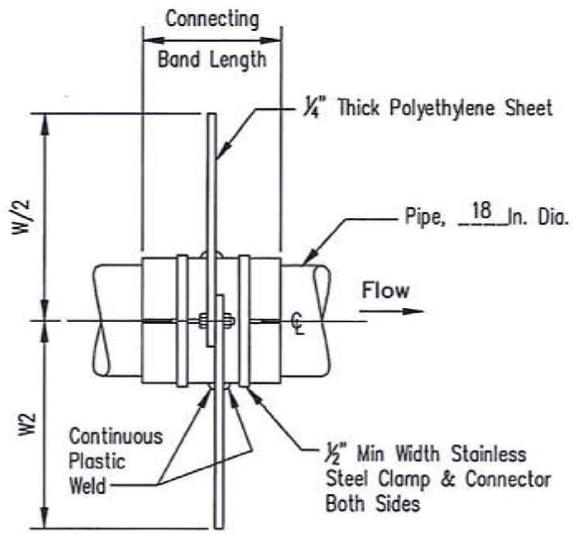
NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-11
Drawing No.
Sheet 9 of 16

AUTOCAD2005



ELEVATION



SECTION A–A

NOTES:
1. Pipe, connecting band and seam coating can be either silicon caulk (recommended), or mastic (asphalt or tar based)
2. Apply silicon caulk, tar or mastic to bottom half of connecting band and lay pipe on connecting band.
   Apply silicon caulk or mastic to top half of collar and set in place, lining up bolt holes.
3. Install clamps on split halves of collar and tighten bolts and clamps.
4. Apply silicon caulk, tar or mastic on seams as needed to insure a good seal so that completed installation is watertight.
5. Backfill and hand tamp soil around completed installation.
6. Polyethylene antiseep collars can be used on corrugated and smooth PVC plastic, smooth steel and galvanized pipes.

TABLE OF QUANTITIES

W FEET	Polyethylene Sheet Sq. Ft.	Stainless Steel Clamp & Connector	Connecting Band Min Length	Bolts & Nuts ⅜" x 1"	No. Of Collars
3	9.5	2	6"	6	
4	16.7	2	6"	6	
5	25.8	2	8"	6	
6	37.0	2	8"	6	
Totals					

Adapted From Wisconsin
Standard Drawing WI–246

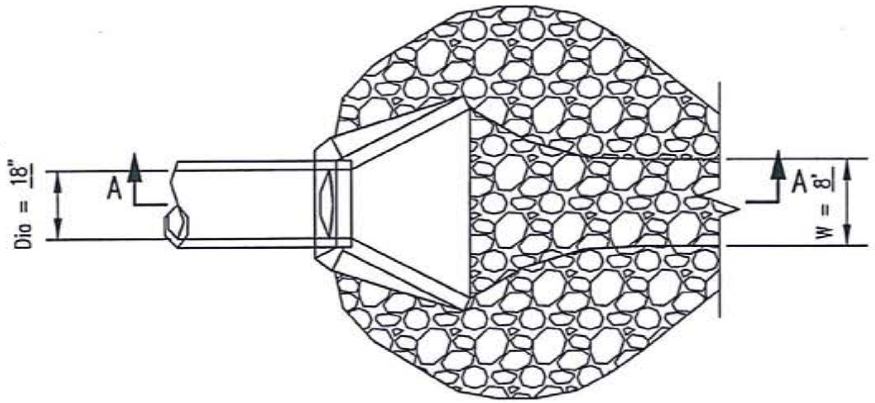
Date 8/22 6/08
Designed D. HOLLAND
Drawn N. QUINONES
Checked
Approved

POLYETHYLENE SHEET ANTISEEP COLLAR
FOR 4" TO 24" DIAMETER PIPE

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

File No. IL-ENG-201B
Drawing No.
Sheet 10 of 16

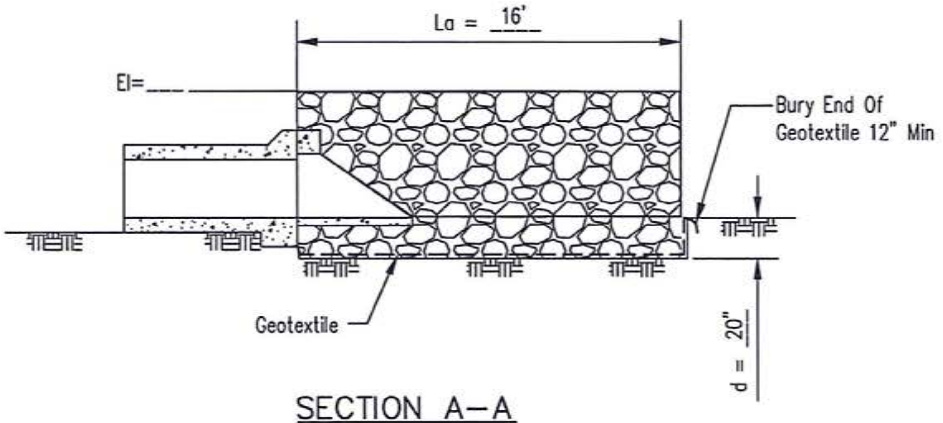
Pipe Outlet To Well-Defined Channel



PLAN

NOTES:

1. The rock riprap shall meet IDOT requirements for Gradation No. 4 , Quality Designation "A" or as designated by engineer.
2. Geotextile (non-woven) minimum criteria:
   - Weight of Geotextile (oz/sq.yd.) 6
   - Tensile strength (lb) ASTM D 4632 180
   - Elongation at failure (%) ASTM D 4632 ≥ 50
   - Puncture (lb) ASTM D 4833 80
   - Ultraviolet light (% residual tensile strength) ASTM D 4355 min 70
   - Apparent opening size (AOS) ASTM D 4751 max 40 sieve
   - Permittivity sec^{-1} ASTM D 4491 min 0.70
3. Any geotextile splices shall overlap a minimum of 18 inches, with upstream or upslope geotextile overlapping the abutting downslope geotextile.
4. Apron shall extend across the channel bottom and up the channel banks to an elevation one foot above the maximum tailwater depth or to the top of bank.
5. Rock thickness d shall be at least 1.5 times the riprap D_{100} size.
6. Apron length L_a and rock riprap shall be sized according to Illinois Urban Manual Rock Outlet Protection standard 910 minimum L_a = 10 ft.



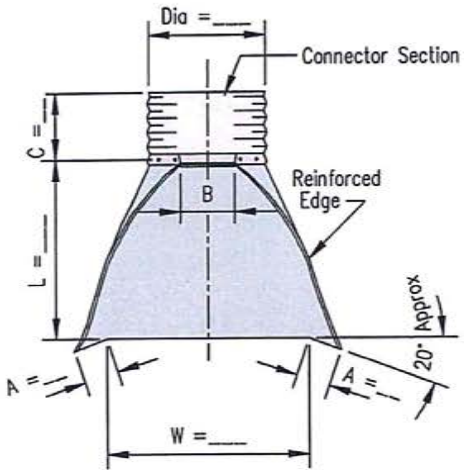
SECTION A-A

Date
Designed D. HOLLAND 8/22
Drawn D. HOLLAND 8/22
Checked
Approved

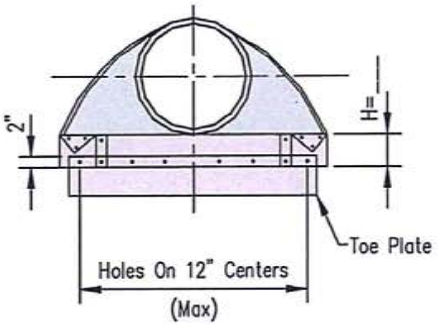
PIPE OUTLET TO CHANNEL

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

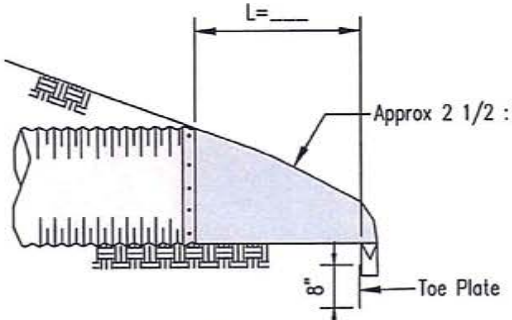
File No. IL-ENG-45
Drawing No.
Sheet 11 of 16



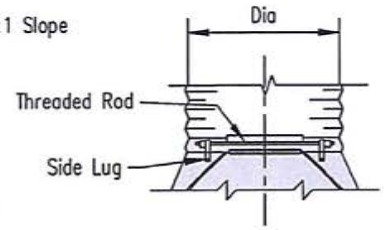
PLAN



ELEVATION



TYPICAL CROSS SECTION



ALTERNATE CONNECTION

PIPE DIA	SHEET THICKNESS	DIMENSIONS					
		A * 1"	B MAX	H * 1"	L * 1 1/2"	W * 2"	C
12"	.064"	6"	6"	6"		24"	24"
15"	.064"	7"	8"	6"	26"	30"	24"
18"	.064"	8"	10"	6"	31"	36"	24"
24"	.064"	10"	13"	6"	41"	48"	24"
30"	.079"	12"	16"	8"	51"	60"	24"
36"	.079"	14"	19"	9"	60"	72"	36"
42"	.109"	16"	22"	11"	69"	84"	36"
48"	.109"	18"	27"	12"	78"	90"	36"
54"	.109"	18"	30"	12"	84"	102"	36"
60"	.109"–138"	18"	33"	12"	87"	114"	36"

* = Tolerance Plus or Minus

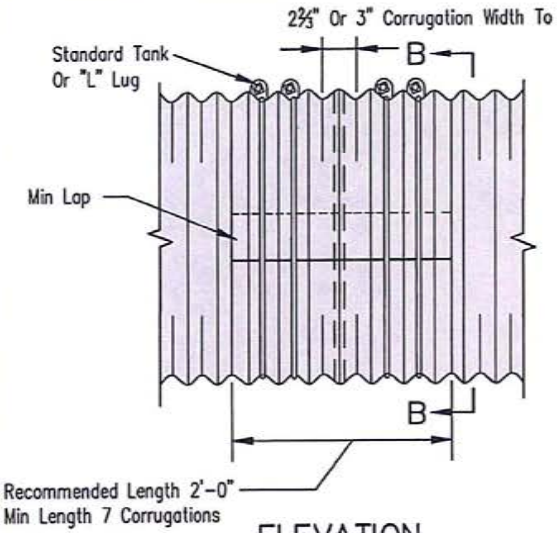
NOTES:
1. Toe plate, where needed, to be punched to match holes in skirt lip. 3/8" galvanized bolts to be furnished. Length of toe plate is W+10" for 12" to 30" diameter pipe and W+22" for 36" to 60" diameter pipe.
2. Skirt section for 12" to 30" diameter pipe to be made in one piece.
3. Skirt section for 36" to 54" pipe to be made from two sheets joined by riveting or bolting on center line. 60" may be constructed in 3 pieces.
4. Connector section, corner plate and toe plate to be same sheet thickness as skirt.
5. End sections and fittings are to be galvanized steel or aluminum alloy for use with like pipe.
6. Where flared end sections are to be used with bituminous coated and paved metal pipe, they are to be galvanized only.

Date 9/22
Designed D. HOLLAND 11/1/13
Drawn M. QUINONES
Checked
Approved

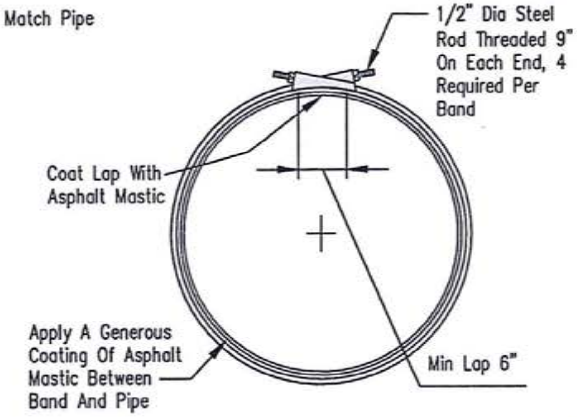
CULVERT FLARED END SECTION FOR 12" TO 60" CORRUGATED METAL PIPE

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

File No. IL-ENG-219
Drawing No.
Page 1 of 1
Sheet 12 of 16



ELEVATION

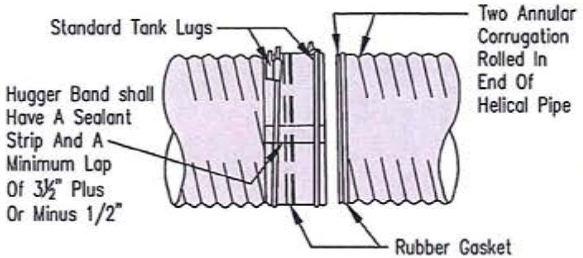


SECTION B–B

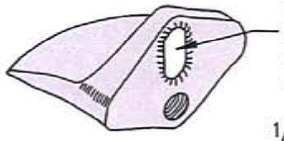
DETAILS OF WATERTIGHT COUPLING BAND FOR ANNULAR OR REROLLED HELICAL PIPE

NOTES FOR COUPLING BANDS:

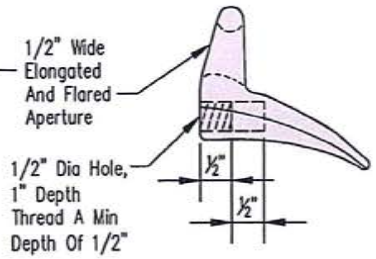
1. Materials and coatings of watertight couplings bands, sleeve joint and helical metal bands shall be the same as that specified for the pipe.
2. All tank lugs, rods and nuts shall be galvanized steel. Where aluminum bands are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
3. Corrugated metal coupling bands may be fabricated from one or two pieces with equal minimum lap lengths.



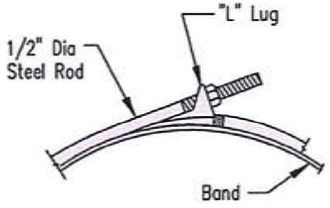
ELEVATION



ISOMETRIC VIEW



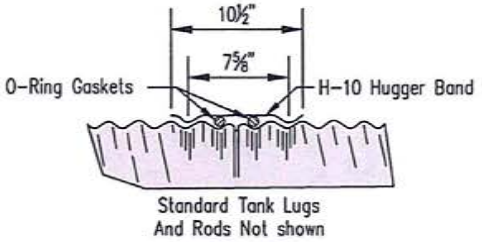
ELEVATION



Detail Of Rod and Lug

ALTERNATE "L" LUG

ALTERNATE "L" LUG



SECTION

DETAILS OF HUGGER BAND FOR HELICAL PIPE

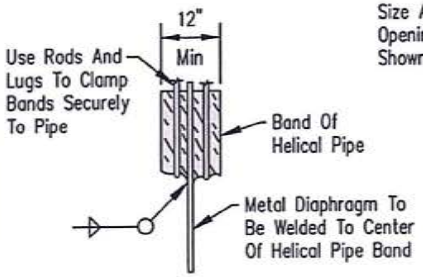
Not To Scale

Date 5/22 — 11/1/13
Designed D. HOLLAND
Drawn M. QUINONES
Checked
Approved

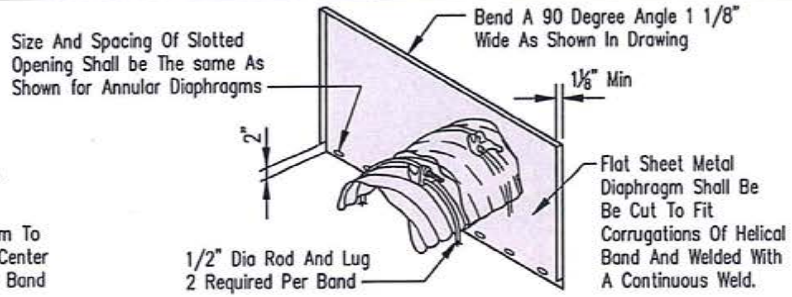
APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-213
Drawing No.
Page 1 of 2
Sheet 13 of 16



PARTIAL ELEVATION

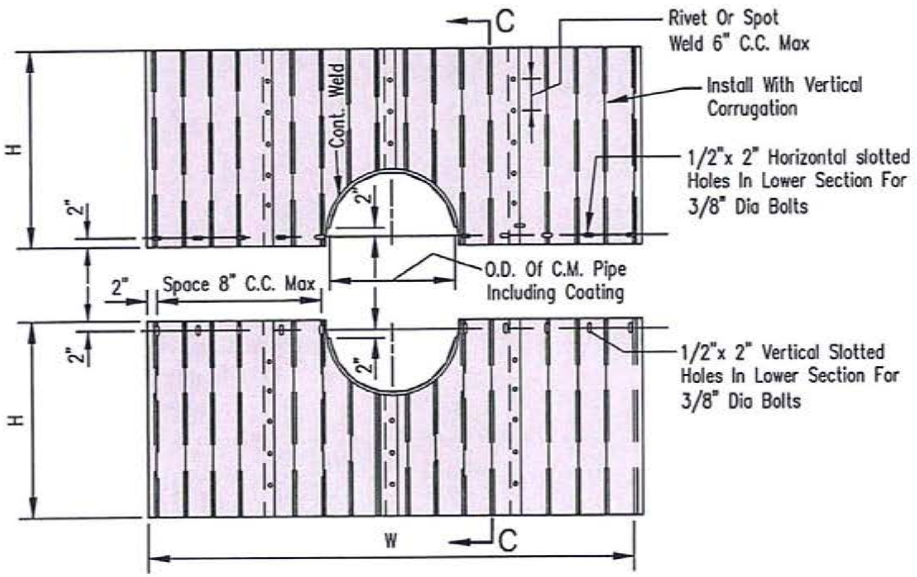


ISOMETRIC VIEW

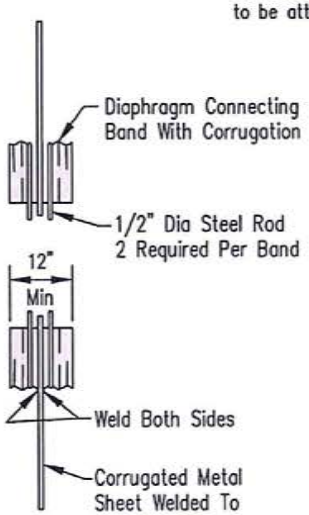
DETAILS OF HELICAL PIPE DIAPHRAGMS

Notes For Diaphragms

1. Materials and coating for all diaphragms shall be the same as that specified for the pipe.
2. Diaphragms shall be shop fabricated, assembled and marked by painting to identify matching half sections each diaphragm.
3. The laps between the half sections and between the pipe and connecting bands shall be caulked with fibrated asphalt mastic at the time of installation.
4. All tank lugs, rods, and nuts shall be Galvanized steel. Where aluminum diaphragms are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
5. The diaphragms shall be welded to the connecting band as shown on the drawings. All welds shall be treated as specified for class I, II and III welds, miscellaneous.
6. Bands shall be fabricated from material having the same class of corrugations as the pipe to which it is to be attached.



PARTIAL ELEVATION



SECTION C–C

DIAPHRAGM DIMENSION TABLE		
Nominal Diaphragm	Fabrication Diaphragm	
Size	W (Width)	H (Height)
4' x 4'	4'-0"	2'-2"
5' x 5'	5'-0"	2'-8"
6' x 6'	6'-0"	3'-2"
7' x 7'	7'-0"	3'-8"
8' x 8'	8'-0"	4'-2"
9' x 9'	9'-0"	4'-8"
10' x 10'	10'-0"	5'-2"

DETAILS OF ANNULAR PIPE DIAPHRAGMS

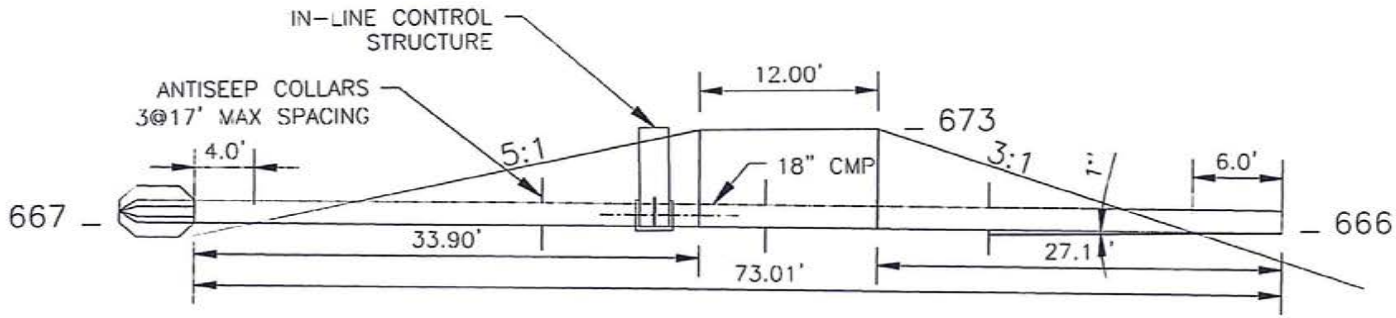
Not To Scale

Date 8/22 — 11/1/13
Designed D. HOLLAND
Drawn M. QUINONES
Checked
Approved

APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-213
Drawing No.
Page 2 of 2
Sheet 14 of 16



PIPE LENGTH CHECK – BMP #3WL BERM 1 LOWER FRIENDS CREEK

ADD 10% TO PIPE LENGTH FOR BERM SETTLING

CALCULATED LENGTH: 80 FT

PIPE LENGTH CHECK

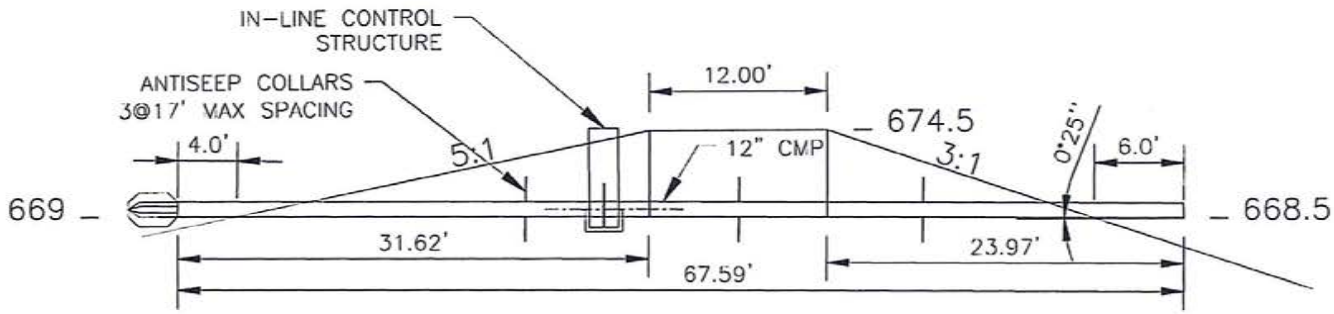
BMP #3WL LOWER

FRIENDS CREEK

Sheet 15 of 16

northwater
WATER + GEOSCIENCE EXPERTS
www.northwaterco.com

		Date
Designed	D. Holland	8/22
Drawn	D. Holland	8/22
Checked		
Approved		



PIPE LENGTH CHECK – BMP #3WL BERM 2 UPPER FRIENDS CREEK

ADD 10% TO PIPE LENGTH FOR BERM SETTLING

CALCULATED LENGTH: 74 FT

BMP #3WL UPPER

FRIENDS CREEK

Sheet 16 of 16

PIPE LENGTH CHECK

northwater
WATER + GEOSCIENCE EXPERTS
www.northwaterco.com

	Date
Designed	D. Holland 8/22
Drawn	D. Holland 8/22
Checked	
Approved	

Operation & Maintenance Plan
Constructed Wetland (Code 656)

Landowner/Operator: Date:

NRCS Service Center: Conservation District:

Practice Location: Tract/Field ID:

(Lat/Long or UTM Coord, or Sec/TS/R)

Expected Lifespan

The minimum expected lifespan of this practice is at least 15 years.

Follow the operation and maintenance plan below to establish wetland plants and keep your constructed wetland functioning as intended:

- Establishing wetland plants using the Transplanting method:
  - When construction of the wetland is completed, keep the wetland dry (water control structure open) until after the basin is planted with emergent herbaceous macrophytes in the spring.
  - For the first year after planting, adjust the water control structure(s) so that the topsoil is kept moist to saturated with fresh water, up to a maximum of 1 inch of ponded water, for the first growing season or until 75% of the plants in the wetland pool area show new growth.
  - Then gradually increase the water level to the normal operating level as the wetland plants mature, always leaving a minimum of 4 to 6 inches of plant tops out of the water.
  - After the permanent pool water depth has been reached, the constructed wetland is ready for normal operation.
  - After the first growing season, if there is an area larger than 20% of the wetland without satisfactory vegetation, then that part of the wetland should be replanted.
- Establishing wetland plants using the Seeding method:
  - For the first year after seeding, adjust the water control structure(s) so that the topsoil is kept moist to saturated with fresh water, up to a maximum of 1 inch of ponded water.
  - Then gradually increase the water level to the normal operating level as the wetland plants mature, always leaving a minimum of 4 to 6 inches of plant tops out of the water.
  - After the permanent pool water depth has been reached, the constructed wetland is ready for normal operation.
  - After the first growing season, if there is an area larger than 20% of the wetland without satisfactory vegetation, contact NRCS for assistance with a revegetation plan.
- Establishing wetland plants using the Natural Regeneration method:
  - For the first year after construction, adjust the water control structure(s) so that the topsoil is kept moist to saturated with fresh water, up to a maximum of 1 inch of ponded water.
  - Then gradually increase the water level to the normal operating level as the wetland plants mature, always leaving a minimum of 4 to 6 inches of plant tops out of the water.
  - After the permanent pool water depth has been reached, the constructed wetland is ready for normal operation.
  - After the first growing season, if there is an area larger than 20% of the wetland without satisfactory vegetation, contact NRCS for assistance with a revegetation plan.
- Lock structures when not in use to prevent tampering and or vandalism.
- Inspect after significant storm events and at least twice a year to identify repair and maintenance needs.
- Inspect the downstream face of embankments annually. Wet areas, indicated by seeps, wetland plants or unusually vigorous vegetation the downstream face of an embankment could indicate a

serious problem.

- Clear accumulated trash away from water control infrastructure, including pipe inlets, rock riprap, and vegetated spillways.
- Inspect valves for proper functioning. Guards must remain in place to keep structures operating as planned. Promptly repair or replace damaged or inoperable components.
- Repair any settlement or erosion that occurs along the pipe. If this problem persists, evaluate the pipe for leakage and erosion of the fill material into or along the pipe.
- Fill rills and gullies that occur on embankments and in the vegetated spillway. Reseed the filled areas. Repair erosion at pipe outlets promptly.
- Eradicate or otherwise remove all rodents or burrowing animals from any embankments. Immediately repair any damage caused by their activity.
- Protect the structure from damage by farm equipment and livestock. Repair or replace damaged fences to keep livestock out of wetland, where applicable.
- Maintain vigorous growth of desirable vegetative coverings on the embankment. This includes reseeding, fertilization, and mowing as needed. Time the first mowing after August 1 when most ground nesting birds have finished nesting. When applying fertilizer to vegetative cover, use caution to prevent degradation to water quality.
- Prevent woody vegetation from growing on or around the embankment, abutment, or vegetated spillway areas. Control tree and bush growth by hand cutting, mowing, or chemicals. Avoid damaging grass or aquatic vegetation with herbicide sprays.
- Maintain a vegetated buffer around the perimeter of the wetland to trap sediment. Follow the operation and maintenance instructions for the buffer.

Structure Summary

	Elevation, ft		Boards in Control Structure (maximum)	
Structure ID	Top of Box	Highest Board Level	Height, ft	Number of Boards

Specific Site Requirements

Exhibit 2

Lake Decatur Watershed

Protection Program Agreement

Project Expenses and Reimbursement

Owner Name: Macon County Conservation District **Application Number:** BMP 1 & 3-WL (319 grant) Friends Creek Park

Name and Address of Contractor	Bid Price
Macon County Conservation District 3939 Nearing Lane Decatur, IL 62521	$33,729.00

Owner will not allow any work to begin prior to both parties approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A 5% contingency has been added for minor change orders.

$ 33,729.00 (Bid Price) + $ 1,686.45 (5% Contingency) = $ 35,415.45 (Total Not to Exceed Project Cost)

Owner Reimbursement: $ 35,415.45 (Total Project Cost) X 75% = $ 26,561.59 (Maximum City Reimbursement to Owner)

MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that _Macon County Conservation District, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in _Macon_ County, Illinois, to-wit:

That part of the North ½, of Section 7, Township 18 North, Range 4 East of the Third Principal Meridian, Macon County, Illinois, described as follows: commencing at an existing railroad spike marking the Northwest corner of said Section 7; thence S. 89 degrees 28'46" E. 1151.00 feet along the North line of said Section 7 to a railroad spike set marking the point of beginning; thence continuing S. 89 degrees 28'46" E. 3012.63 feet along said North line to a railroad spike set; thence S. 0 degrees 25'13" W. 715.55 feet; thence S. 89 degrees 28' 43" E. 748.23 feet to an iron pin set; thence S. 0 degrees, 25'13" W. 1010.74 feet to an iron pin set marking the Northeast corner of Lot 7, of Assessors Subdivision of said Section 7, as per Plat recorded in Book 22, Page 354 of the Recorders in the Recorder's Office of Macon County, Illinois; thence N. 89 degrees 54' 27" W. 979.32 feet along the North line of said Lot 7 to an existing stone marking the Northwest corner thereof; thence N. 89 degrees 21' 28" W. 823.00 feet along the North line of Lot 8 of said Assessors Subdivision to the Northwest corner of the East 823.00 feet of said Lot 8; thence N. 0 degrees 28' 33" W. 964.91 feet to an iron pin set; thence N. 45 degrees 00' 00" W. 90.00 feet to an iron pin set; thence N. 88 degrees 26' 30" W. 1880.00 feet to an iron pin set; thence N. 0 degrees 26' 36" E. 670.00 feet to the point of beginning, containing 90.50 acres, more or less. Said tract of land being subject to the right of way of Washington Street Road along the North side thereof and referenced on Survey dated June 7, 2017, prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Situated in _Macon_ County, Illinois. ("Property"),

Said Agreement is for a term beginning on date of completion of Projects which is _____ day of _____, 20___ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this 19th day of October, 2022

OWNER:

BY: _____ BY: _____

Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____

Scot Wrighton, City Manager

EXHIBIT 3

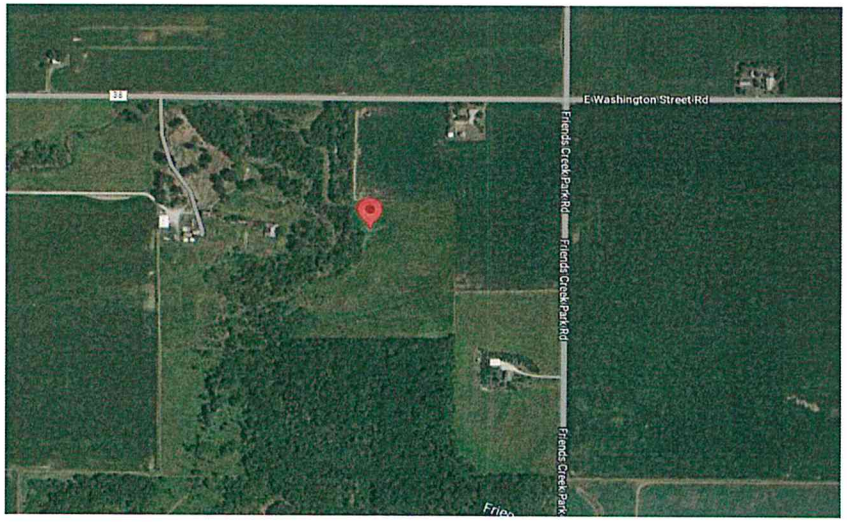
Project Name: BMP#1 & #3 WL
Project Manager: Northwater (2021- 319 Grant)
Landowner: Macon County Conservation District (Friend's Creek Park)
BMP Practice: Stair Step Wetland
BMP Treatment Acres:
Annual Nitrogen Reduction (lbs): 497
Annual Phosphorus Reduction (lbs): 107
Annual Sediment Reduction (Tons): 207
Expected Construction: Summer 2023

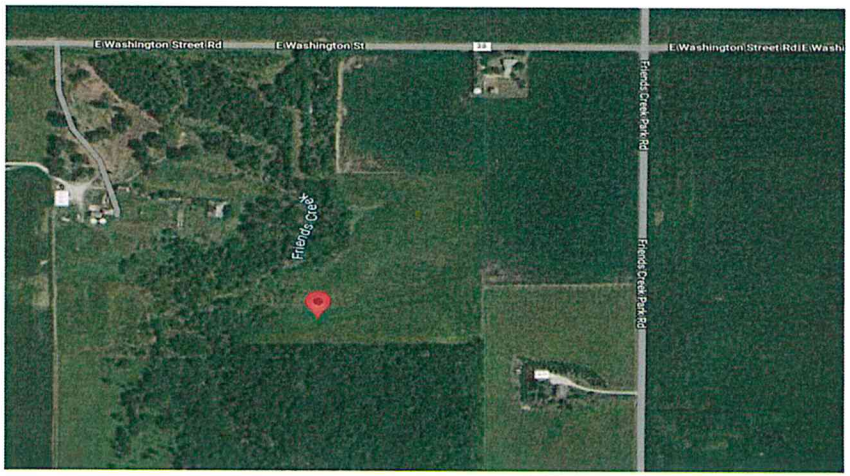
Owner Cost	$8,853.86
Maximum City Cost (reimbursed to owner)	$26,561.59
Total Not to Exceed Project Cost	$35,415.45
319 Grant Funds:	-$15,240.00
Net Maximum City Cost:	**$11,321.59**

Before BMP is installed:



BMP Location of #1 & #3 Wetland:





DATE: 10/26/2022

MEMO: 2022-51

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed.

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to the Resolution authorizing Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed for a cost not to exceed $29,189.

COUNCIL PRIORITY GOALS:

This agreement addresses City Council Priority Goal #6, Key Implementation Strategy #3: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced.

BACKGROUND:

A major component of the Lake Decatur Watershed Management Plan is to continue monitoring and analyzing the watershed's water quality to determine if the Plan's activities are effectively reducing the amount of sediment and nitrate nitrogen entering Lake Decatur.

The Illinois State Water Survey (Water Survey), a part of the University of Illinois, is one of the State's premier water research institutions. Since at least 1993, the City has had numerous successful Lake Decatur watershed water quality monitoring and analysis projects performed by the Water Survey.

The attached University of Illinois Sponsored Research Agreement will provide monitoring and analysis at three Lake Decatur watershed locations for the third consecutive year. A watershed map and the monitoring locations are on Exhibit A, page 3, of the Agreement.

The Survey will conduct these major tasks:

- Collect hydrologic and stage/discharge data at the monitoring stations.
- Collect suspended sediment and nutrient samples at the monitoring stations.
- Collect turbidity, pH, and temperature at the monitoring stations.
  Hydrologic, suspended sediment, and nutrient data collected at the monitoring stations will be processed, computed, and compiled. Data will be maintained in a database at the Survey and provided quarterly to the City and Northwater Consulting.

These services qualify as part of the City's cost share match for the recently awarded $9.88M USDA RCPP grant. The City's expenditures can be matched dollar for dollar for watershed improvement funds provided by the grant.

PRIOR COUNCIL ACTION:
On October 19, 2020, the City Council authorized a Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River (Lake Decatur) Watershed for a cost not to exceed $30,905.

On May 10, 2021, the City Council received a presentation on the Lake Decatur Watershed Management Plan & Initiative Long-Term Strategy (City Project 2019-38).

On October 18, 2021, the City Council authorized a Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River (Lake Decatur) Watershed for a cost not to exceed $30,166.

POTENTIAL OBJECTIONS: None Foreseen.

INPUT FROM OTHER SOURCES:
LEGAL REVIEW:
The Agreement was submitted to the Legal Department for review on October 17, 2022.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: This expenditure is included in the Water Capital budget.

ATTACHMENTS:

Description	Type
Resolution U of IL Agreement Exhibit 1	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SPONSORED RESEARCH AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR HYDROLOGIC, SEDIMENT AND NUTRIENT MONITORING UPPER SANGAMON RIVER WATERSHED

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

Section 1. That the Sponsored Research Agreement presented to the Council herewith as Exhibit 1 and made part hereof, between the Board of Trustees of the University of Illinois 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 Sponsored Research Agreement between the City of Decatur, Illinois and the Board of Trustees of the University of Illinois for a cost not to exceed $29,189.

PRESENTED AND ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

ILLINOIS

SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, on behalf of the University of Illinois at Urbana-Champaign, through Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and City of Decatur, organized and existing under the laws of Illinois with its principal offices at 1 Gary K. Anderson Plaza, Decatur, IL 62523 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the research project titled Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed for 2022-2023 and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

1.2. TECHNICAL REPORTS. UNIVERSITY will furnish to SPONSOR written progress reports of the Research in such detail that SPONSOR reasonably requests and if requested, a final report summarizing the Research and results within ninety (90) days following expiration of this Agreement.

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Erin Bauer. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.4 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. FINANCIAL

2.1. RESEARCH COSTS. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") that UNIVERSITY incurs in performing the Research. Neither UNIVERSITY nor SPONSOR is obligated to expend or pay, respectively, any funds in excess of the Research Costs for the Research. The F&A cost rate will remain in effect during the Term as described in Article 3.1.

2.2. PAYMENT SCHEDULE. SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

☐ This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs described in Exhibit B ("Budget") and incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice.

☒ This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY $7,297 and thereafter as follows: by February 28, 2023 the amount of $7,297, by June 30, 2023 the amount of $7,297, and by October 31, 2023 the amount of $7,298 for a total compensation of $29,189.

2.3. BILLING. UNIVERSITY will send all invoices to COMPANY at the following address:

COMPANY's email address for invoice submission: kalexander@decaturil.gov
COMPANY's invoice contact:
Name: Keith Alexander
Phone Number: 217-424-2863
Email Address: _____ (if different from above)
COMPANY's billing address to include on invoice:
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

2.4. REMITTANCE. SPONSOR will pay UNIVERSITY through one of the following payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Sponsored Programs Administration, Post-Award
28392 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300 USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, Fl 15 New York, NY 10004
Nine-Digit Routing Transit Number	021000021
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	616002911
Swift Code:	CHASUS33XXX
Type of Account:	Checking

3.0. TERM AND TERMINATION

3.1. TERM. This Agreement is effective on November 1, 2022 ("Effective Date") and will terminate on October 31, 2023 unless sooner terminated in accordance with this Section 3 ("Term"). The Parties may extend the Term by written amendment.

3.2. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

3.3. TERMINATION FOR BREACH. Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.4. IMMEDIATE TERMINATION. Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.5. EFFECT OF TERMINATION. If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research that the disclosing Party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing Party competitive harm or waive a privilege granted by law ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential

basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not known to be under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed. In no event will either Party be in breach of this Agreement for its good faith compliance with applicable law.

4.2. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process or administrative order to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. REVIEW PERIOD. UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures, or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. UNIVERSITY will consider comments provided by SPONSOR and work with SPONSOR in good faith to endeavor to resolve all outstanding publication issues, prior to proceeding with the publication or public disclosure, but in no event will UNIVERSITY's ability to publish or publicly disclose its own research results or non-confidential information be denied by SPONSOR.

The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

5.3. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6.0. INTELLECTUAL PROPERTY

6.1. INVENTIONS. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES. UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's

obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

6.3. PATENTS

6.3.1. PATENT FILING. At SPONSOR's request and expense, UNIVERSITY will file patent applications in the United States and in foreign countries for UNIVERSITY or Joint Inventions. For Joint Inventions, SPONSOR may, with UNIVERSITY approval, control the patent application filing, prosecution and maintenance. SPONSOR will make any filing request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment. If SPONSOR elects not to have UNIVERSITY file patent applications, then UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention.

6.3.2. FOREIGN FILING ELECTION. SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.3.3. COSTS. If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.4 LICENSING. In consideration of SPONSOR's support of the Research, UNIVERSITY grants to SPONSOR the following:

6.4.1 NON-COMMERCIAL USE LICENSE. A non-exclusive, non-transferable, royalty-free license to practice each UNIVERSITY Invention for non-commercial purposes.

6.4.2 COMMERCIAL USE LICENSE.

A. UNIVERSITY INVENTIONS: The option to negotiate a royalty-bearing commercial license in a designated field of use and territory, for either non-exclusive or exclusive rights in each UNIVERSITY Invention, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention to third parties without further obligation to SPONSOR.

B. JOINT INVENTIONS: The option to negotiate an exclusive, royalty-bearing commercial license in a designated field of use and territory which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may non-exclusively license its interest in the Joint Invention to third parties without further obligation to SPONSOR.

6.5. BACKGROUND INTELLECTUAL PROPERTY. Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property"

means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement. Any Background Intellectual Property that is reasonably anticipated by the Principal Investigator to be required to perform the Research or to practice the results thereof will be specified in an exhibit to this Agreement.

6.6. CREATE ACT. The Parties agree by marking this box ☐ that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, pre-America Invents Act ("AIA") 35 U.S.C. § 103(c) and/or AIA USC 102(c) and 100(h). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness or novelty rejection of a patent application.

6.7 COPYRIGHTS AND SOFTWARE

6.7.1. OWNERSHIP. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.7.2. INTERNAL USE LICENSE. UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works (including any computer software and its documentation and/or databases first developed and delivered) for SPONSOR's non-commercial purposes, provided that SPONSOR shall not have the right to market or sublicense the Copyrightable Works or distribute copies or derivative works to third parties unless such rights are provided for in a separate distribution or licensing agreement.

7.0. DELIVERABLES. "Deliverables" are those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research and identified as a Deliverable in Exhibit A. UNIVERSITY shall hold title to all original data, information and results generated by UNIVERSITY in performance of the Research along with all corresponding intellectual property rights; provided however, that title to tangible items will vest in SPONSOR upon delivery by UNIVERSITY. SPONSOR shall retain ownership of all tangible items supplied by SPONSOR to UNIVERSITY to perform the Research. UNIVERSITY retains the right to use the Deliverables for research and academic purposes. To be clear, all methodologies, technologies and know-how described in the Deliverables or used by UNIVERSITY to create the Deliverables shall be considered intellectual property and subject to ownership and licensing rights under Article 6.

8.0. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. LIMITATION OF/RELEASE FROM LIABILITY

9.1. LIMITATION OF LIABILITY. UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY

OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. RELEASE FROM LIABILITY. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, Deliverables, or any other Research results provided by UNIVERSITY.

10.0. GENERAL PROVISIONS

10.1. FISCAL MANAGEMENT. UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

10.2. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois via email at publicaffairs@illinois.edu.

10.3. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

10.4. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

10.5. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

10.6. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

10.7. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. Purchase orders, or similar payment instruments, issued after this Agreement is signed do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

10.8. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

10.9. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile or scanned PDF signatures shall constitute original signatures for all purposes.

10.10. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.11. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.12. EXPORT CONTROL. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, SPONSOR will notify UNIVERSITY and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations ("EAR"), SPONSOR will either furnish to UNIVERSITY the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations ("ITAR"), SPONSOR will notify UNIVERSITY of the relevant United States Munitions List ("USML") categories and subcategories. UNIVERSITY may decline to accept any export-controlled items. SPONSOR will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Sponsored Programs Administration; 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

10.13. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

10.14. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.15. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.16. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) confirmed receipt of email; (d) return receipt of postage prepaid registered or certified mail; or (e) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to

such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

University of Illinois
Director Pre-Award, Sponsored Programs Administration
1901 South First Street
Champaign, IL 61820-7406
Telephone: (217) 333-2187
Fax: (217) 239-6830
Email: spa@illinois.edu

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois
Director, Office of Technology Management
319 Ceramics Building
105 South Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 333-7862
Fax: (217) 265-5530
Email: otm@illinois.edu

SPONSOR: Keith Alexander
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196
Telephone: 217-424-2863
Fax: N/A
Email: kalexander@decaturil.gov

10.17. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

[Signatures on the following page]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

Paul N Ellinger
_____
Paul N. Ellinger, Comptroller

Date 10/14/2022

J Robinson
_____
Signature of Comptroller Delegate

Julie Robinson, Associate Director_____
Printed Name and Title of Comptroller Delegate

SPONSOR

_____
Signature

_____
Name and Title of Authorized Signatory

Date _____

UNDERSTOOD AND AGREED:

K Erin Bauer
_____
Erin Bauer, Principal Investigator

Approved for form by University Counsel: 06/01/2018

Exhibit A

PROPOSAL

Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed for 2022-2023

by

Erin Bauer

Illinois State Water Survey
Prairie Research Institute
Champaign, Illinois

Submitted to

City of Decatur, Illinois

September 1, 2022

Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed for 2022-2023

by
Illinois State Water Survey
Champaign, Illinois

Introduction

Lake Decatur is the water supply reservoir for the City of Decatur and major industry in the area. The reservoir was created by constructing a dam to impound the flow of the Sangamon River. The drainage area of the Sangamon River upstream of Decatur is 925 square miles and includes portions of seven counties in east-central Illinois. Nitrate-N concentrations in Lake Decatur have exceeded the Illinois Environmental Protection Agency (IEPA) drinking water standard of 10 milligrams per liter (mg/l) whereby the City of Decatur installed a major ion exchange plant to remove nitrate from the potable water distribution. Also, due to the loss of one-third storage capacity of the original volume of the lake from sedimentation, the city made a major dredging investment to return much of the capacity.

To protect and maintain the programs responsible for the reduced impact of nitrate-N and sedimentation from the upstream watershed, the City of Decatur is moving forward with activities to develop a comprehensive watershed management plan. The purpose of this proposal is to continue collecting data from three locations within the Upper Sangamon River, upstream of Lake Decatur for stream stage, suspended sediment, nitrate-N and total phosphorus to determine current levels in context of previous monitoring data conducted by the Illinois State Water Survey (ISWS) between 1993 and 2008, and WY2021 (Demissie and Keefer, 1995; Keefer and Demissie, 1996; Keefer et al., 1997; Keefer and Demissie, 1999, 2000, 2002; Keefer and Bauer, 2005, 2008; Keefer, Bauer and Markus, 2010). This data is for use by city planners and resource managers to develop lake and watershed management plans.

Proposed site locations, drainage areas, and sampling plan are presented in Table 1. A map of the Lake Decatur watershed and site locations and subwatersheds are in Figure 1.

Table 1. Proposed Locations of ISWS monitoring stations for City of Decatur in the Sangamon River Watershed.

		Drainage	*Data monitored*			
Station ID	*Name*	*area*	*Stage**	*Discharge*	*Nutrient**	*Sediment**
101	Lost Creek at West Twin Bridge Rd.	66.4 mi^2 (172 km^2)	X	X	X	X
102	Friends Creek at IL Route 48	26.0 mi^2 (67.4 km^2)	X	X	X	X
113	Sangamon River at Route 32	627.2 mi^2 (1624.4 km^2)	X		X	X

**Bi-weekly sampling*

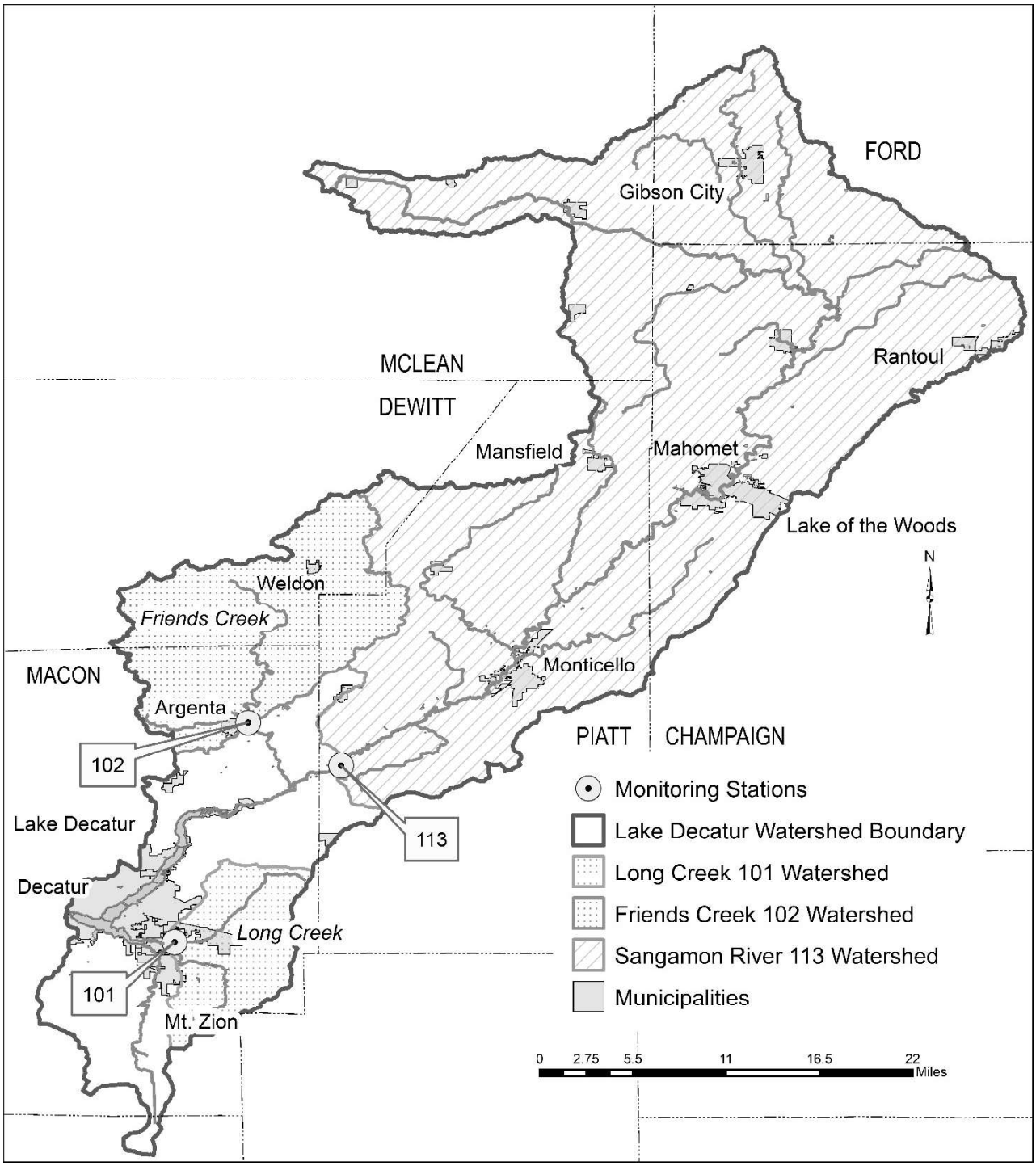


Figure 1. Map of monitoring stations

Objectives

The overall objective of this proposal is to provide hydrologic, suspended sediment, and nutrient monitoring at three sites in the Upper Sangamon River watershed. This monitoring data will provide data that will be used by the city of Decatur to develop a watershed management plan to protect the drinking water supply to the city and local communities and industry.

Project Tasks

To accomplish the project objectives, the following tasks will be undertaken.

Task 1. Collect hydrologic, stage/discharge, data at monitoring stations.

At all three stations, bi-weekly, a manual stage reading will be collected, as well as other site condition observations. Stream discharge rating curves that were developed by ISWS prior to 2008 for the Friends Creek bridge at Rt 48 (ISWS #102) and Long Creek at Twin Bridge Rd. (ISWS #101) will be verified and updated with several manual discharge measurements made over a wide range of stages.

Task 2. Collect suspended sediment and nutrient samples at monitoring stations.

Bi-weekly suspended sediment, nitrate-N and total phosphorus samples will be collected by a field technician. Suspended sediment will be collected using a depth integrated method when conditions allow. Samples will be delivered and analyzed at the ISWS Public Service Laboratory in Champaign, Illinois.

Task 3. Collect turbidity, pH, and temperature at monitoring stations.

At all three stations, during each visit, in-situ turbidity, electrical conductivity and temperature data will be collected using equipment supplied by the City of Decatur. The City of Decatur will also supply all necessary calibration consumables.

Deliverables

The deliverables for this project are the data described in the above tasks. Hydrologic, suspended sediment, and nutrient data collected at each of the monitoring stations will be processed, computed, and compiled. Data will be maintained in a database at the ISWS and provided quarterly to the city of Decatur, IL and their designated consultant, Northwater Consulting.

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Budget

Upper Sangamon River Watershed Monitoring: Friends Creek, Long/Big Creek, and Sangamon River
BUDGET: November 1, 2022 – October 31, 2023

DIRECT COSTS	Year 1
Salaries & Wages	$13,286
Fringe Benefits	$5,581
	$18,867
Travel - Domestic	**$2,016**
Materials/Supplies:	**$500**
Services:	**$5,152**
TOTAL DIRECT COSTS:	**$26,535**
Facilities/Administrative Cost (10% TDC):	**$2,654**
TOTAL PROJECT COSTS:	**$29,189**

Budget Justification

Salaries and Wages: Salaries and wages will support the following staff:

Research Project Coordinator – 10% per year as Principal Investigator to oversee and administer the entire project. Also manage, operate and supervise field operations.

Field Technician – 15% performs bi-weekly field data collections.

Hourly staff – Assist with field data collection as needed for collection of discharge measurements. Scan, file, archive, and enter field data into database.

Fringe Benefits: The appropriate percentages for fringe benefits are used. Current rates are 42.32% for salaried employees and 7.66% for hourly employees.

Travel:

Mileage rates for field vans used to travel to the data collection stations around the watershed. Travel costs include mileage for one vehicle for field technician and a second vehicle for accompanying staff as needed.

Material and Supplies:

Expenses related to field supplies such as, but not limited to, waterproof field notebooks, markers, paint & brushes, batteries, cable harnesses, waterproof bottle labels, waterproof paper and pens for field site logs, various parts, fasteners, and cleaning supplies used to repair and maintain the enclosures, shelters, sensors, etc. in good working condition. Supplies associated with the safe filtering and acidifying water samples in the field in preparation for delivery to analytical labs as specified by analytical methods, but not limited to, acid, baking soda (sodium bicarbonate), filters, pipette tips, Kim wipes, latex/plastic gloves, etc..

Services:

Laboratory analytical services for water samples from :

1. ISWS Analytical Services Laboratory provides analytical services for nitrogen and phosphorus species of water samples.
2. ISWS/ISGS Sediment Materials Laboratory provides analytical services for suspended sediment concentration and particle size determination of water samples.

Equipment installation, repair, and maintenance costs are associated with shipping, bench charges, parts, and labor of project field equipment/sensors.

Facilities and Administrative Costs:

Current rate for local government is 10%.

SUBJECT: Resolution Authorizing the City Manager and/or Economic & Community Development Director to amend agreement with Shemilah Outreach Center for the Clean-Up Green-Up Initiative

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-30

November 7, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Richelle L. Dunbar, Asst. Dir. of Economic & Community Development

SUBJECT: Resolution authorizing Second Amended Agreement with Shemilah Outreach Center.

RECOMMENDATION: Staff recommends adoption of the amended Agreement with Shemilah Outreach Center to continue the Clean-Up Green-Up Initiative within the Johns Hill neighborhood. This would include an additional funding of $175,000 to continue efforts within the neighborhood along with tree removal requested by residents, and with extending the current agreement to December 2023.

BACKGROUND: The Howard Buffet Foundation provided financial support to the City of Decatur for projects aligned with the goals, strategies, mission and vision of the Foundation and the City of Decatur. Shemilah Outreach received $100,000 in May 2021 and has completed 35 projects thus far and spent over $85,000 in 2022.

The Clean-Up Green-Up Initiative is designed to empower residents and youth by providing the resources, tools, and guidance to remove litter, debris, overgrown shrubs, trees, electronics, small structures, and grass cutting. Landscaping will also be provided to enhance the neighborhood, create a sense of place and grow green spaces. Residents will be offered a one-time clean-up at no cost. Each resident will work at least 1 hour as part of the program. Shemilah has subcontracted with a tree removal company. Youth will be paid to assist with cleanup.

The City of Decatur entered into an agreement with Shemilah Outreach Center, a local nonprofit in May 2021. The current resolution ends December 2022. This amendment will end in December 2023.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Community Partners

STAFF REFERENCE: Should the City Council have any questions, please contact Richelle L. Dunbar at rdunbar@decaturil.gov or 217-424-2864.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER AND/OR ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR TO AMEND AGREEMENT WITH SHEMILAH OUTREACH CENTER FOR THE "CLEAN-UP GREEN-UP INITIATIVE"

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

Section 1. That the "Clean-Up, Green-Up Initiative", is a community program designed to empower residents and youth by providing the resources, tools, work experience, and guidance to remove litter, debris, overgrown shrubs, trees, tree removal, electronics, and grass cutting to enhance our community.

Section 2. That the City Manager, Director of Economic & Community Development and/or Asst. Dir. of Economic & Community Development, and the City Clerk entered into an agreement in May 2021 and are hereby authorized to amend contractual terms and conditions with Shemilah Outreach Center not to exceed, $275,000 through December 2023.

PRESENTED AND ADOPTED this 7th day of November 2022.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

CITY OF DECATUR
Clean-Up Green-Up Initiative
SUBRECIPIENT AGREEMENT

This Clean-Up Green-Up Initiative Agreement ("AGREEMENT") is made on this 7th day of November, 2022, by and between the City of Decatur, an Illinois Municipal Corporation ("CITY") and Shemilah Outreach Center, an Illinois Not for Profit Corporation ("SUBRECIPIENT").

WHEREAS, the City is engaged in community revitalization efforts; and,

WHEREAS, the Johns Hill Neighborhood is the location of certain community revitalization efforts; and,

WHEREAS, the City has received a grant and has monies specifically dedicated and directed to the Johns Hill Neighborhood revitalization ("Project"); and,

WHEREAS, Subrecipent is an Illinois Not for Profit Organization formed for the purpose of providing opportunities for youth of the community to learn valuable work skills and habits; and,

WHEREAS, the Project has tasks required for revitalization including, but not limited to, neighborhood cleanups, certain minor repairs and yard maintenance of certain qualifying properties within the Project area; and,

WHEREAS, Subrecipient has the human resources to provide for these certain neighborhood revitalization efforts and tasks; and,

WHEREAS, Subrecipient requires funds and opportunities to promote and provide for the sustainability of Subrecipient; and,

WHEREAS, the Subrecipient will assist and utilize funds provided for the Project in accordance with the guidelines established.

NOW, THEREFORE, it is agreed between the parties hereto that:

Section 1. WORK TO BE PERFORMED BY SUBRECIPIENT. In exchange for receiving grant funds from the CITY, the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and in conformance with the terms and conditions set forth in this Agreement.

Section 2. SUBRECIPIENT OBLIGATIONS. Subrecipient shall be obligated to perform and comply with the following:

A. Comply with all applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

B. Pick up work orders and any subsequent change orders from the City's Community Development Department and/or confirm receipt of work orders and any subsequent change orders via email directed within 24 hours after being notified by the City of pending work orders.

C. Provide to City a detailed and specific budget and list of expenditures for each work order and any subsequent change orders within 7 business days of receipt of the specific work order.

D. Following approval from the City of the budget and list of expenditures, complete all necessary work set forth in the work order and any subsequent change orders. All work orders and any subsequent change orders must be completed within 5 days following receipt of the order.

E. Remove all large items, small structures, trash, tree removal and debris as set forth in the work order or subsequent change order.

F. Cut weeds and grass to a height of 3 inches unless otherwise agreed by the resident and the City.

G. Sweep and/or blow all grass and other debris off sidewalks, streets and approaches affected by the clean-up. Grass clippings and other debris shall not be swept into, blown into or allowed to remain on the street.

H. Provide completed work orders to the City's Neighborhood Revitalization Division no more than one time daily. Completed work orders must include before and after photographs of the property set forth in the specific work order and any subsequent change orders.

I. Provide to City a dated invoice and request for payment for each completed order in a manner as directed by the City. All requests for payment must account for all expenditures in compliance with requirements set forth in this Agreement.

J. Obtain written permission from the City's Asst. Director of Economic & Community Development prior to any change in the approved expenditures. Subrecipient's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of items that are affected. Changes made without the City's prior approval will result in non-reimbursement of expenditures.

K. Maintain insurance as set forth in this Agreement throughout the term of this Agreement.

L. Immediately report to City any damage to property or person caused by Subrecipient, its employees, agents or officers, in the performance of a work order to the resident, owners and City.

M. Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

Section 3. PAYMENTS.

A. The funds appropriated for the Program shall be for an amount not to exceed Two Hundred Seventy-FiveThousand Dollars ($275,000.00). Subrecipient acknowledges that the amount of this appropriation is for performance and completion of work and that the scope of work may be adjusted during the program year as determined by the City. Any additional or new appropriations shall occur only upon specific approval by the City. Subrecipient understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the Subrecipient by the City beyond the specific period of this Agreement.

B. City shall pay Subrecipient only for those Project costs that have been approved as set forth in the Agreement prior to the performance of any work.

C. Payments to Subrecipient will be made no less than twice a month following inspection and confirmation that all tasks set forth in each work order have been completed in conformance with the work order, the approved budget and expenditure for the specific work order and written approval of the homeowner where the project is being performed and this Agreement.

D. All requests for payments from the City from Subrecipient must be supported by appropriate documentation including, but not limited to, payroll records, invoices, contracts and other documents demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the Subrecipient agrees to provide the City such financial reports and additional source documentation as the City may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the Subrecipient

Section 4. TERM OF AGREEMENT. The term of this Agreement shall begin on the date it is entered into and shall end no later than December 31, 2023.

Section 5. NON-COMPLIANCE, SUSPENSION OR TERMINATION.

A. Either Party may terminate the award of funds under this Agreement in whole or in part for their convenience. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to be terminated, in the case of partial termination. In the case of partial termination, if the City in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

B. The Subrecipient understands and agrees that if Subrecipient materially fails to comply with any or all provisions of this Agreement, the City may, in its sole discretion, suspend or terminate this Agreement.

C. Material non-compliance includes, but is not limited to, the following:

i. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

ii. Ineffective or improper use of funds provided under this Agreement.

iii. Submission of reports by the Subrecipient to the CITY which are late, or incorrect or incomplete in any material respect.

D. In the event and as a result of material non-compliance, the City may take one or more of the following actions:

i. Withhold cash payments pending correction of the deficiency by the Subrecipient.

ii. Disallow and/or deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

iii. Wholly or partially suspend or terminate the current award for the Subrecipient's program;

iv. Withhold further awards for the program or take other remedies that may be legally available including, but not limited to, terminating this Agreement, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.

E. Failure to complete work orders within 5 days following receipt of the work order shall be withdrawn and reissued to another contractor/organization and may be considered a default of this contract.

Section 6. REGULAR MEETING REQUIREMENT. Subrecipient agrees to meet on a regular or as needed basis with the designated staff member of the City's Neighborhood Revitalization Division to discuss general and/or specific issues of this Agreement.

Section 7. RECORD REQUIREMENTS.

A. Subrecipient shall provide the City access to any books, documents, papers and other records of the Subrecipient which pertain to the Project for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

B. The records which must be maintained include, but are not limited to:

i. Financial records including payroll records, invoices, contracts, and other documents demonstrating the nature and use of each payment and showing approval of the Program Director or other authorized official as well as such financial reports and additional source documentation as the City may be required to be retained and maintained by the Subrecipient.

ii. Payroll records consisting of a basic time and activity tracking system maintained to substantiate the services and staff time charged to the Project

including, but not limited to time sheets documenting each person's total time and time charged signed by both the employee and authorized supervisor of the employee.

iii. Equipment records for each item of equipment acquired for the Project. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost showing the percentage of the total costs paid out of funds for this Project.

Section 8. REPORTING REQUIREMENTS.

A. Reports shall be submitted once a month on the 10th day to the City by the Subrecipient throughout the term of the Program.

B. Reports shall include any and all documentation of all Project expenditures for which payment from the City is sought under this Agreement.

Section 9. NON-DISCRIMINATION. Subrecipient agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the Subrecipient receives financial assistance from or through the City.

Section 10. EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN. The Subrecipient will not discriminate against any participants because of race, color religion, sex, sexual orientation gender identity, or nation origin. The Subrecipient will take affirmative action to ensure that the participants are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Section 11. INDEMNITY. SUBRECIPIENT HEREBY ASSUMES LIABILITY FOR AND AGREES TO PROTECT, HOLD HARMLESS, AND INDEMNIFY THE CITY, ITS ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVANTS FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, JUDGEMENTS, SETTLEMENTS, CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, AND DISBURSEMENTS, INCLUDING LEGAL FEES AND EXPENSES, OF WHATEVER KIND AND NATURE, IMPOSED ON, INCURRED BY OR ASSERTED AGAINST THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVANTS, IN ANY WAY RELATING TO OR ARISING OUT OF ANY ALLEGATIONS, CLAIMS OR CHARGES OF ANY TYPE OR KIND INCLUDING BUT NOT LIMITED TO, THE USE OF APPLICATION FOR THE GRANT PROCEEDS, THE VIOLATION BY THE SUBRECIPIENT OF ANY OF ITS COVENANTS OR AGREEMENTS UNDER THE AGREEMENT, ANY ACT OR FAILURE TO ACT DONE IN CONNECTION WITH THE PERFORMANCE OR OPERATION OF THE PROJECT, ANY ACT OR FAILURE TO ACT BY ANY OFFICER, EMPLOYEE, AGENT, OR SERVANT OF THE SUBRECIPIENT, AND ANY INJURY TO ANY PERSON, LOSS OF LIFE, OR LOSS OR DESTRUCTION OF PROPERTY IN ANY WAY ARISING OUT OF OR RELATING TO THE PERFORMANCE OR OPERATION OF THE PROJECT.

Section 12. NOTIFICATION OF CLAIMS.

A. The City agrees to notify the Subrecipient in writing of any claim or liability which the City believes to be covered under this paragraph. The City shall tender, and Subrecipient shall promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by Subrecipient to defend the City shall be satisfactory to the City; and the City shall be kept fully informed of the status of the proceeding. In the event that the Subrecipient, within ten (10) days after receipt of notice from the City of a claim or liability which the City believes to be covered under this paragraph, fails to advice the City in writing that the Subrecipient agrees that the City is entitled to indemnification under this paragraph based on the claim or liability, the City, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph, including the recovery of legal fees and expenses, may retain its on counsel and present its own defense in connection such claim or liability.

B. The City shall not settle or compromise any claim, suit, action, or proceeding in respect of which the Subrecipient has agreed in writing that the City is entitled to indemnification. This paragraph shall survive the termination of the Agreement.

Section 13. INSURANCE. Subrecipient shall carry and provide proof of sufficient insurance coverage to protect Project purchased assets from loss due to theft, fraud, and/or undue physical damage, as well as sufficient insurance coverage in an amount covering all agents, directors, employees and assigns in an amount necessary to indemnify and hold City harmless as set forth in this Agreement.

A. Subrecipient must provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance. The workers' compensation insurance shall cover all employed persons engaged in work under the Project to the full statutory limits set forth and required in the Illinois Workers' Compensation Act.

B. The minimum acceptable levels of coverage are as follows:

Type	**Minimum Liability Amounts**
Commercial General Liabilities:	
General Aggregate Minimum Limit	$2,000,000
Products-completed Operations Aggregate Minimum Limit	$2,000,000
Each Occurrence Minimum Limit	$1,000,000
Commercial Automobile Liability:	
Bodily Injury & Property Damage Minimum Limit Each Occurrence	$1,000,000

Section 14. NON-PARTICIPATION BY CERTAIN PERSONS. Subrecipient agrees that no officer, employee, designee, agent, or consultant of the City or the Subrecipient who exercises any functions or responsibilities with respect to the Project will have any direct or indirect interest in any proceeds thereof, for the work to be performed in connections with the Project under this Agreement. Subrecipient shall incorporate or cause to be incorporated in any a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections

Section 15. INDEPENDENT CONTRACTOR. Subrecipient shall be and act as an independent contractor and not as a partner, joint venture, or agent of the City and shall not bind nor attempt to bind City to any contract. Subrecipient is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensations insurance.

Section 16. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and Subrecipient with respect to this Agreement.

Section 18. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery. Faxed or emailed communications are acceptable.

If the CITY, to:

Assistant Director of Economic & Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
217-424-2864
Rdunbar@decaturil.gov

If the SUB-RECIPIENT, to:

Shemuel Sanders
Shemilah Outreach Center
229 W. Main St.
Decatur, IL 62523
Shemsanders73@gmail.com
217-519-8994

Section 19. AMENDMENTS. The City and Subrecipient agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

Section 20. BINDING EFFECT. Each party affirmatively represents and states that by entering into and signing this Agreement, that they have the legal authority to do so and that this Agreement shall be binding on its parties, successors and assigns.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth.

CITY OF DECATUR:

_____ _____

Cordaryl Patrick, Director Date
Economic & Community Development Department

SHEMILAH OUTREACH CENTER:

_____ _____

Shemuel Sanders, Exec. Director Date
Shemilah Outreach Center

DATE: 10/31/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointment - Public Building Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Shelith Hansbro to the Public Building Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Shelith Hansbro	Public Building Commission	9/30/2027

DATED this 7th day of November, 2022.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING REAPPOINTMENT

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 reappointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 7th day of November, 2022.

_____
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 7th day of November, 2022.

_____
Julie Moore Wolfe, Mayor

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-10

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: November 7, 2022

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of eight (8) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

2021 Dickinson Pl	**1396 S Hilton**	**445 W King**
1564 N MLK	**1536 W Waggoner**	**1716 N Church**
925 E Prairie	**2076 E Prairie**	

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Council Memo November 7, 2022

Resolution Authorizing Actions Regarding Unsafe Structures

Dickinson Pl, 2021. This property was posted as Unfit for Human Habitation in September 2022. Roof is missing shingles, sofit falling apart, broken and missing windows, paint on siding is chipping, overhang on back porch is falling apart, inside floor is covered in garbage, upstairs floor is falling through, water damage upstairs, horrible smell in house

Hilton, 1396 S. This property was posted as Unfit for Human Habitation in August 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

King, 445 W. This property was posted as Unfit for Human Habitation in October 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

MLK, 1564 N. This property was posted as Unfit for Human Habitation in October 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Waggoner, 1536 W. This property was posted as Unfit for Human Habitation in September 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Church, 1716 N. This property was posted as Unfit for Human Habitation in June 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Prairie, 925 E. This property was posted as Unfit for Human Habitation in July 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Prairie, 2076 E. This property was posted as Unfit for Human Habitation in July 2022. Unsafe porch, structural members are failing, steps are failing, chipped paint, busted out windows, hole in roof, gutters are falling off, roof is in bad shape, foundation walls failing. Gas, electric, and water services have been terminated.

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 865 W. Wood

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: November 7, 2022

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant buildings with Steve's Trucking at 865 W. Wood, 1378 N. Monroe, 1531 N. Clinton, 1517 N. Church, and building with Clancy Coleman Excavating at 1542 N. Church.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 865 W. Wood, 1378 N. Monroe, 1531 N. Clinton, 1517 N. Church, and 1542 N. Church were put out to bid, along with eight other properties. These properties crossed the threshold for council approval. The other eight properties are: 716 S. Maffit, Steve's Trucking, $14,920.00; 1659 E. Lawrence, Hutchins Excavating, $9,070.00; 1617 E. Lawrence, Steve's Trucking, $17,533.00; 522 E. Decatur, Steve's Trucking, $11,100.00; 626 S. Willow, Steve's Trucking, $9,575.00; 842 W. North, Steve's Trucking, $19,100.00; 1130 W. Forest, $19,752.00; and 1121 E. Division, Steve's Trucking, $8,180.00.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Debbie Perry, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH STEVE'S TRUCKING FOR THE DEMOLITION OF VACANT BUILDING AT 865 W. WOOD

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 865 W. Wood, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of $41,456.00 for 865 W. Wood be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of $41,456.00.

PRESENTED and ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

COUNCIL 11/7/22

Project Name: Demolition of Properties- 865 W Wood Bid Date: 10/25/2022 Time: 10:00 a.m.	Steve's Trucking Decatur, IL	Clancy Coleman Excavating Pana, IL	JRH Services Decatur, IL	S Shaffer Excavating Pontoon Beach, IL	Hutchins Excavating Decatur, IL
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
865 W Wood					
Demolition	$33,956.00	$47,224.00	$44,892.00	$52,400.00	$82,000.00
Asbestos			$1,500.00	$4,066.00	$2,100.00
Plumbing	$7,500.00		$7,000.00	$1,000.00	$2,500.00
TOTAL	$41,456.00	$47,224.00	$53,392.00	$57,466.00	$86,600.00

No bid: Dary Burnett Concrete Contractor
Lourash & Mahannah Excavation

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 1378 N. Monroe

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH STEVE'S TRUCKING FOR THE DEMOLITION OF VACANT BUILDING AT 1378 N. MONROE

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1378 N. Monroe, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of $28,864.00 for 1378 N. Monroe be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of $28,864.00.

PRESENTED and ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

COUNCIL 11/7/22

Project Name: Demolition of Properties- 1378 N Monroe Bid Date: 10/25/2022 Time: 10:00 a.m.		Steve's Trucking Decatur, IL	Clancy Coleman Excavating Pana, IL	S Shaffer Excavating Pontoon Beach, IL	JRH Services Decatur, IL	Hutchins Excavating Decatur, IL
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	1378 N Monroe					
	Demolition	$16,364.00	$34,300.00	$23,200.00	$17,820.00	$35,000.00
	Asbestos	$5,000.00		$11,440.00	$12,300.00	$10,750.00
	Plumbing	$7,500.00		$1,000.00	$6,500.00	
TOTAL		$28,864.00	$34,300.00	$35,640.00	$36,620.00	$45,750.00

No bid: Dary Burnett Concrete Contractor
Lourash & Mahannah Excavation

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 1531 N. Clinton

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH STEVE'S TRUCKING FOR THE DEMOLITION OF VACANT BUILDING AT 1531 N. CLINTON

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1531 N. Clinton, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of $24,462.00 for 1531 N. Clinton be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of $24,462.00.

PRESENTED and ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

COUNCIL 11/7/22

Project Name: Demolition of Properties- 1531 N Clinton Bid Date: 10/25/2022 Time: 10:00 a.m.	Steve's Trucking Decatur, IL	JRH Services Decatur, IL	Clancy Coleman Excavating Pana, IL	S Shaffer Excavating Pontoon Beach, IL	Hutchins Excavating Decatur, IL
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1531 N Clinton					
Demolition	$13,962.00	$15,180.00	$45,380.00	$21,200.00	$16,800.00
Asbestos	$10,000.00	$28,100.00		$25,625.00	$31,680.00
Plumbing	$500.00	$500.00		$1,000.00	
TOTAL	$24,462.00	$43,780.00	$45,380.00	$47,825.00	$48,480.00

No bid: Dary Burnett Concrete Contractor
Lourash & Mahannah Excavation

SUBJECT: Resolution Authorizing the Execution of an Agreement with Clancy Coleman Excavating for the Demolition of Vacant Building at 1542 N. Church

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CLANCY COLEMAN EXCAVATING FOR THE DEMOLITION OF VACANT BUILDING AT 1542 N. CHURCH

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1542 N. Church, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Clancy Coleman Excavating in the amount of $28,200.00 for 1542 N. Church be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Clancy Coleman Excavating for their total bid price of $28,200.00.

PRESENTED and ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

COUNCIL 11/7/22

Project Name: Demolition of Properties- 1542 N Church Bid Date: 10/25/2022 Time: 10:00 a.m.	Clancy Coleman Excavating Pana, IL	Steve's Trucking Decatur, IL	JRH Services Decatur, IL	Hutchins Excavating Decatur, IL	S Shaffer Excavating Pontoon Beach, IL
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1542 N Church					
Demolition	$28,200.00	$18,500.00	$19,305.00	$30,800.00	$23,300.00
Asbestos		$10,000.00	$10,100.00		$7,605.00
Plumbing		$500.00	$500.00		$1,000.00
TOTAL	$28,200.00	$29,000.00	$29,905.00	$30,800.00	$31,905.00

No bid: Dary Burnett Concrete Contractor
Lourash & Mahannah Excavation

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 1517 N. Church

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH STEVE'S TRUCKING FOR THE DEMOLITION OF VACANT BUILDING AT 1517 N. CHURCH

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1517 N. Church, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of $25,438.00 for 1517 N. Church be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of $25,438.00.

PRESENTED and ADOPTED this 7th day of November 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

COUNCIL 11/7/22

Project Name: Demolition of Properties- 1517 N Church Bid Date: 10/25/2022 Time: 10:00 a.m.	Steve's Trucking Decatur, IL	Hutchins Excavating Decatur, IL	JRH Services Decatur, IL	Clancy Coleman Excavating Pana, IL	S Shaffer Excavating Pontoon Beach, IL
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1517 N Church					
Demolition	$16,838.00	$27,500.00	$18,920.00	$30,512.00	$27,500.00
Asbestos	$1,100.00		$3,300.00		$5,410.00
Plumbing	$7,500.00		$6,500.00		$1,000.00
TOTAL	$25,438.00	$27,500.00	$28,720.00	$30,512.00	$33,910.00

No bid: Dary Burnett Concrete Contractor
Lourash & Mahannah Excavation

DATE: 11/3/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: FY 2023 Budget Discussion

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo

November 3, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: City Manager's Recommended FY 2023 Budget

The first of two study sessions to review next year's budget will immediately follow the Monday council meeting. Budget notebooks were distributed to council members on Monday evening, October 31; so a duplicate copy of the proposed budget has not been inserted into the council meeting packet for November 7. Please bring your notebooks to the meeting. Inside the front cover of the budget notebook is a page listing the sections of the proposed budget we will review on November 7th, and the sections we will review on November 14th, along with page numbers for each study session's advance reading. The November 14th budget session will be a stand-alone budget review with no other items on the agenda.

Department heads and other management employees will be present for the discussion of the sections of the budget they helped prepare, and to answer council questions.

The public can access the entire recommended budget on the city's website. If you prefer to access the website, or would like to refer others to the website version, the link is below:

https://decaturil.gov/departments/finance/city-budget/

I would like to make one change to the budget review schedule. I would prefer that review of Funds 60 and 61 (central garage and rolling stock equipment replacement) be moved from November 7 to November 14. This allows me to bring in the Public Works management team for just one session.

Each year staff has added more narrative, charts, line item details and other explanatory information so that the budget is easier to understand, easier to access for whatever information a reader may want, and assembled in such a way that policy and resource allocation decisions the City Council is asked to make are as clearly outlined as possible. It is my hope that the presentation of the budget anticipates as many of your questions and priorities as possible. The two budget study sessions transform the budget document from the "City Manager's Recommended Budget" into the "City Council's Proposed Budget;" so council members are free to collectively make whatever changes and amendments the majority wishes between now and the date of final adoption.

SUBJECT: Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2021

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Municipal Compliance Report	Cover Memo

CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

November 2, 2022

The Honorable Ms. Julie Moore Wolfe and
Members of the City of Decatur City Council

Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2021

In accordance with State of Illinois House Bill 5088 (Public Act 95-950 effective 08/29/2008), the Pension Fund is required to file a report with the Governing Board reporting on the condition of the Pension Plan at the end of its most recently completed fiscal year, with such report filed with the Governing Board prior to the Governing Board consideration of the future period tax levy and city contribution to the pension fund.

As such, the attached Municipal Compliance Report is hereby filed with the City Clerk, to be presented to the City Council as an Informational Memorandum at its meeting on November 7, 2022.

Regards,

G. Zientara
City Treasurer & Director of Finance

cc: Scot Wrighton, City Manager
Kimberly Althoff, City Clerk
Jeremy Ruderman, President Decatur Firefighter Pension Board
Adam Ruderman, Secretary Decatur Firefighter Pension Board
Sarah Walker, City Comptroller

CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN

House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2021

The Pension Board certifies to the City Council of the Municipality on the condition of the Pension Plan at the end of its most recently completed fiscal year the following information:

1. The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

Total Assets (at Market Value) (City Trial Balance)	$ 103,910,542
Actuarial Value of Assets (see item 8 for explanation)	$ 101,304,177

2. The estimated receipts during the next succeeding fiscal year from deductions from the salaries or wages of firefighters and from other sources:

Estimated Receipts - Employee Contributions (Valuation)	$ 889,173
Estimated Receipts - All Other Sources (Valuation)	
Investment Earnings	N/A
Municipal Contributions (Valuation)	$ 7,120,088

3. The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 4 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 4-118 and 4-120 and (c) the increase in employer pension contributions resulting from the implementation of P.A. 93-0689:

(a)	Pay all Pensions and Other Obligations (2023 Projection)	$ 9,408,223
(b)	Annual Requirement of the Fund as Determined by: (2022 Projection)	
	Illinois Department of Insurance - Report Dated July 29, 2022	$ 5,000,091
	Private Actuary - Report Dated October 6, 2022 (2023 Projection)	
	(Entry Age Normal - Level Percentage of Payroll)	$ 7,120,088
	Private Actuary - Report Dated October 6, 2022 (PA096-1495) (2023 Projection)	$ 6,321,516
(c)	Annual Requirement of the Fund as Determined by:	
	Illinois Department of Insurance	N/A
	Private Actuary - Report Dated October 6, 2022	N/A

4. The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year (2021)	Preceding Fiscal Year (2020)
Net Income Received from Investment of Assets (City Trial Balance)	$ 10,737,944	$ 11,775,016
Assumed Investment Return		
Illinois Department of Insurance - Report Dated July 20, 2022	6.50%	6.50%
Private Actuary - Report Dated October 6, 2022	6.625%	6.750%
Actual Investment Return	11.32%	14.08%

5. The total number of active employees who are financially contributing to the fund:

Number of Active Members (as of 12/31/21)	103

6. The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

(Projection FY 2022)	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	85	$ 6,495,350
(ii) Disability Pension	25	$ 1,543,913
(iii) Survivors and Child Benefits	31	$ 1,413,316

7. The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Department of Insurance – Report Dated July 29, 2022	63.0%	60.0%
Private Actuary - Report Dated October 6, 2022	55.8%	54.6%

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability: (as of 12/31/21)	
Illinois Department of Insurance - Report Dated July 29, 2022	$ 55,259,786
Private Actuary - Report Dated October 6, 2022	$ 80,090,171

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets. The actuarial value of assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of asset valuation method is to provide for the long-term stability of municipality contributions.

9. The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

CERTIFICATION OF MUNICIPAL FIRE PENSION PLAN COMPLIANCE REPORT

We, the undersigned Trustees of the Decatur Firefighters' Pension Plan, based upon information and belief, and to the best of our knowledge, certify pursuant to §5/4-134 of the Illinois Pension Code, that the preceding report is true and accurate.

Jerry C Ruderman — President

Adam J. Ruderman — Secretary

Dated: 11-3-2022

FIREFIGHTER'S PENSION INVESTMENT FUND

Rules

Revised June 17, 2022

Chapter 10. Investment Policy

10-1. INVESTMENT RULES

FPIF, including its Board and staff members, is responsible for managing, investing, and reinvesting the assets of the Participating Pension Funds created pursuant to Article 4 of the Pension Code (40 ILCS 5/4 et seq.) as set forth in Article 5/22C of the Pension Code (40 ILCS 5/22C et seq.). The Board and staff have fiduciary responsibilities for managing and investing assets belonging to the Participating Pension Funds .

10-1.1. Purpose of the Investment Policy

The purpose of this Investment Policy is to formalize FPIF's investment objectives, policies, and procedures, as well as to provide broad operational direction to the Board, staff, agents, and representatives of FPIF with respect to the management of FPIF's assets.

10-1.2. Investment Objectives

The investment strategy of the Fund seeks to maximize the likelihood of meeting long-term return objectives, while (i) maintaining prudent risk exposure, (ii) controlling fees and expenses related to management of the Fund and (iii) complying with the governing provisions of the Pension Code (40 ILCS 5 et seq.) and other applicable laws and regulations. Long-term return objectives are based on an assumed rate of return as set forth by FPIF's actuary.

The Fund is managed with a long-term investment horizon and endeavors to maintain sufficient liquidity, as projected by Staff and the Member Systems, to meet disbursement needs.

10-1.3. Investment Philosophy

FPIF invests for the long-term value of its beneficiaries and, therefore, does not evaluate managers or its portfolio exclusively through short-term (less than three years) performance metrics. The Board and Staff recognize that the diversification of funds across asset classes is the primary determinant of the Fund meeting its risk-adjusted return objective over time. Therefore, the Board, with input from Staff and investment service providers, sets target allocations (the "Targets") for the various asset classes and the portfolio is periodically rebalanced to continue to meet those Targets (the "Strategic Asset Allocation"). Upon establishment of a private markets portfolio, FPIF will seek to maintain a consistent commitment pacing model within the private markets portfolio to ensure appropriate vintage year diversification.

While certain pockets of market inefficiencies may exist, public securities markets tend to be efficient. Therefore, when making investment decisions, FPIF defaults to low-fee, passive strategies and evaluates active investment manager performance relative to appropriate benchmarks.

Active investment managers are considered for FPIF's portfolio when FPIF's retained investment professionals and Staff can (i) demonstrate that a manager can reasonably be expected to add value to the Fund through improved returns and/or mitigated risk (ii) demonstrate a track record of investment performance relative to appropriate benchmarks (iii) provide an opinion

with regard to the reasonableness of the proposed investment management fees (iv) provide an informed thesis in support of the strategy and (v) express confidence to the Board in the investment manager's firm, personnel, investment process, and suitability for the Fund.

The Board determines the asset classes and high-level investment guidelines (the "Investment Guidelines") pursuant to which the investment managers may invest. Within the bounds set by the Board, the Staff has discretion to refine guidelines and negotiate more favorable terms, subject to its fiduciary obligation to FPIF, in the best interests of the Fund's beneficiaries and subject to applicable laws.

10-1.4. Strategic Asset Allocation

(a) **General**. The Board, with input from Staff and investment service providers, sets the Strategic Asset Allocation. The Targets are to be reviewed and approved, at least, every five years.

The Targets set forth in the Strategic Asset Allocation are expressed as a percentage of the Fund's overall market value, with ranges of permissible variations. It is permissible for certain asset classes within the overall Fund's Strategic Asset Allocation to deviate from the Targets during manager transitions, asset class restructurings and other temporary changes in the Fund's portfolio.

Consistent with academic research on the futility of market timing, the Targets will not be changed in response to current market conditions or short-term projections.

The Board will approve the public market funding source (passive benchmark) for any shortfalls to target allocations in private market asset classes.

(b) **Rebalancing**. Daily market movements, cash flows to and from the Participating Pension Funds, and other factors may lead to deviations from the Targets set forth in the Strategic Asset Allocation. The Board recognizes that failing to rebalance the Fund in line with the Strategic Asset Allocation could change the Fund's risk exposure and expected returns. Therefore, the Board accords Staff discretion to take those rebalancing actions which, in the judgment of Staff, are consistent with this Investment Policy and in the best interest of the Fund. If Staff rebalances as a result of being outside of the permissible ranges, Staff will report the results of rebalancing activity to the Board at its next regularly scheduled meeting following such rebalancing.

Staff will rebalance assets to reconcile asset levels with the Targets. In rebalancing, Staff will consider (i) the cash flow needs of the Fund and Participating Pension Funds, (ii) relative proportion of overweight or underweight in each specific asset class, and (iii) trading costs. Staff will monitor asset class weights on a daily basis.

10-1.5. Interim Allocation

FPIF has established an interim liquid asset allocation for the near-term investment of its assets. The purpose of the interim liquid asset allocation is to allow FPIF to strategically deploy capital in a consistent manner upon receipt of assets from the Fund's Member Systems, while taking

into account existing market conditions, long-term return objectives, and a reasonable time frame to achieve long-term private market and alternative allocations.

10-1.6. Long Term Allocation

FPIF has established a long-term asset allocation for the ongoing management of the Fund. The long-term asset allocation reflects private market and alternative exposures, which FPIF will strive to achieve in the coming years.

Strategic Asset Allocation	Interim Asset	Long-Term Asset	Interim Ranges (%)	Long-Term Ranges (%)
Equity				
US Equity	36	25	+/- 5	+/- 16
Developed Market Equity (non-US)	19	13	+/- 4	+/- 10
Emerging Market Equity	10	7	+/- 3	+/- 6
Private Equity	0	10	+/- 10	+/- 10
Credit				
Public Credit	3	3	+/- 1	+/- 1
Private Credit	0	7	+/- 7	+/- 7
Rate Sensitive				
Core Fixed Income	12	9	+/- 3	+/- 6
Core Plus Fixed Income	12	9	+/- 3	+/- 6
Short Term Treasuries	3	3	+/- 1	+/- 1
Real Assets				
Real Estate	5	10	+/- 2	+/- 7
Infrastructure	0	4	+/- 4	+/- 4

10-1.7. Performance Monitoring

(a) **Fund Level**. The Board will evaluate the performance of the Fund relative to its return objectives, on at least a quarterly basis at its regularly scheduled meetings. Total Fund performance will be evaluated relative to a "custom benchmark" using weights of the returns of available market indices based on the Strategic Asset Allocation and net of all applicable fees.

The Fund's ranking relative to its applicable peer universe shall be evaluated with consideration given to the Fund's risk relative to that of the applicable peer universe.

Staff will periodically arrange education sessions on specific asset classes to assist the Board in monitoring market conditions and portfolio performance.

(b) **General Consultant**. The General Consultant shall act as a fiduciary to FPIF. Services will include, but not be limited to, assistance in the selection, oversight, and on-going due diligence of the fund's investment managers, investment performance reporting, asset allocation studies, and research as requested by the Board and/or Staff.

(c) **Benchmarking**. Each investment manager shall have an established benchmark(s) included in its Investment Guidelines, against which performance will be measured. Benchmarks will be consistent with the managers' investment portfolio. Performance will be evaluated net of all applicable fees on a (i) five-year basis, (ii) shorter and longer-term basis as appropriate, and (iii) dollar-weighted basis.

10-2. RISK MANAGEMENT

10-2.1. Investment Risk

In order to achieve the Assumed Rate of Return, the Fund must assume certain risks. The objective of the Fund's risk management is not to eliminate risk, but to ensure that market-based, strategic, and investment-specific risk is prudently managed across the Strategic Asset Allocation.

10-2.2. Operational Risk

Staff will implement internal procedures to minimize the risk of errors or fraud associated with transfers and to ensure financial reporting adheres to generally accepted accounting principles, or GAAP.

FPIF receives a SOC 1 Report (Systems and Organizational Controls Report) from its custodian on an annual basis. This report is based on a review of the entire control structure in place at the custodian. The review is performed by an external auditing firm. Any internal control weaknesses are identified and management's responses are documented in the SOC 1 Report.

FPIF's internal control processes in all areas of the organization are reviewed and updated on an annual basis. Internal control narratives are provided to external auditors as a part of the annual audit process, and the auditors test the controls by reviewing transactions in various areas. Any internal control weaknesses that are identified and management's responses are documented in FPIF's Annual Audit Report.

10-3. OTHER

10-3.1. Statutory Requirements

The Fund shall be managed in accordance with the governing provisions of Illinois law. For current investment-related statutory requirements, please refer to 40 ILCS 5/1 and 40 ILCS 5/22C et seq.

State and federal lawmakers have adopted laws directing the behavior of public investors, such as FPIF, and from time to time such lawmakers will amend those laws. FPIF acknowledges that fulfilling its fiduciary duty is contingent upon compliance with those laws.

10-3.2. Diversity

FPIF's diversity goals seek to increase access and opportunities for managers, brokers, and venders owned by minorities, women, and persons with a disability.

For specific details, including numeric goals for emerging service provider utilization and FPIF's process in monitoring these service providers' status as emerging, please refer Chapter 6.

10-3.3. Procurement

FPIF established a Procurement Policy for the selection and appointment of Investment Services providers, including but not limited to investment managers, consultants, and custodians. For the current Procurement Policy, please refer to FPIF's website. For searches conducted by the Board and Staff related to Investment Service Providers, FPIF has a competitive proposal process. To see current and ongoing RFP's, please refer to FPIF's website.

10-3.4. Sustainability and Corporate Governance

Shareholder voting related to public equity securities held directly by FPIF is performed by FPIF's contracted proxy voting service provider. Votes are based on guidelines which will be adopted by the Board. Staff monitors FPIF's proxy votes and reports to the Board, as necessary.

Pursuant to 40 ILCS 5/1-113.6 and 1-113.17, FPIF shall include material, relevant, and decision-useful sustainability factors that will be considered by the Board, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. These factors consist of but are not limited to:

(a) Corporate governance and leadership factors

(b) Environmental factors

(c) Social Capital factors

(d) Human capital factors

(e) Business model and innovation factors

(f) In addition, FPIF's efforts will include the following:

  (i) Periodic evaluation of sustainability factors to ensure the factors are relevant to the FPIF's investment portfolio and the evolving marketplace;

  (ii) Periodic monitoring of investment managers to encourage implementation of the aforementioned factors.

10-3.5. Transition Management

Transition services are most commonly utilized in the movement of securities within the public markets portfolio. Transition management is defined as the professional management of trading out of one portfolio of marketable securities and into another portfolio of marketable securities, while controlling for the timeliness of trades, explicit and implicit costs, and market exposure relative to a predetermined benchmark.

Staff will monitor all costs associated with transition events. Such costs shall include, though not be limited to

(a) Commission Costs: Fees paid to brokers for execution of a transaction

(b) Bid/Ask Spread Cost: Amount by which the execution price exceeds the bid or ask price

(c) Market Impact: Effect that trading has on the market price of traded shares

(d) Opportunity Cost: Cost of market movements over the time it takes to trade

The Board's investment staff shall manage the transition manager bench selection process, in coordination with the Board's Consultant. The Board's transition management bench shall consist of no less than three Board approved transition managers. Each transition manager selected for the transition manager bench shall enter into a transition management agreement with the Board, which shall establish terms and conditions for the relationship.

The criteria for selecting a transition manager to execute a transition will vary, just as the circumstances and types of portfolios being transitioned will vary. Investment staff shall consider the fact that transition managers may over-emphasize the value that can be added by their trading desks. Further, investment staff shall also consider that a firm which offers inexpensive trade execution may be neglecting other important aspects of the transition. Staff shall also consider that a firm which focuses on maximizing crosses may accumulate excessive and unnecessary costs associated with time delays.

Prior to engaging in a transition, the Board's investment staff shall distribute a detailed transition work request to the transition manager bench, which shall include the following information, at a minimum: (i) a description of the specific need for the transition services, (ii) identification of the goals for the transition, (iii) custodial contact information, (iv) a request for a pre-trade analysis that estimates explicit (i.e., commissions, custody, taxes, duties, foreign exchange) and implicit (i.e., market impact, opportunity costs, bid/ask spread) costs of the transition. Transition managers on the bench shall submit specific proposals to investment staff based on the transition work request.

The Board's investment staff and Consultant shall review the proposals submitted by the transition manager pool and prudently craft a transition manager recommendation for the Executive Director's review, selecting the transition manager best suited to execute the particular transition. Each individual transition assignment established under a transition management agreement between the Board and a transition manager within the pool shall be documented in a transition work order, setting forth, at a minimum, the specific tasks, deliverables, schedules, and costs for the specific transition assignment. Each transition work order shall be subject to the terms of the transition manager's transition management agreement with the Board and incorporated as an attachment thereto. All transition work orders shall be approved in writing by the Executive Director or the Executive Director's designee. The Executive Director has the authority to execute the transition work order on the Board's behalf.

Investment staff shall evaluate each transition assignment, assessing the transition manager's performance, cost effectiveness, and implementation efficiency. The Board's Consultant may provide evaluation and reporting services regarding the performance of the Board's transition managers, as well as aid in the solicitation and evaluation of bids submitted by transition managers for specific transition.

10-3.6. Reporting; Additional Information

For the net asset balances and other financial information regarding the Fund, please refer to FPIF's most recent Financial Report on FPIF's website.

SUBJECT: Informational Memorandum Communicating the Condition of the Police Pension Fund for the Year Ended December 31, 2021

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Municipal Compliance Report	Cover Memo

CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

November 2, 2022

The Honorable Ms. Julie Moore Wolfe and
Members of the City of Decatur City Council

Informational Memorandum Communicating the Condition of the Police Pension Fund for the Year Ended December 31, 2021

In accordance with State of Illinois House Bill 5088 (Public Act 95-950 effective 08/29/2008), the Pension Fund is required to file a report with the Governing Board reporting on the condition of the Pension Plan at the end of its most recently completed fiscal year, with such report filed with the Governing Board prior to the Governing Board consideration of the future period tax levy and city contribution to the pension fund.

As such, the attached Municipal Compliance Report is hereby filed with the City Clerk, to be presented to the City Council as an Informational Memorandum at its meeting on November 7, 2022.

Regards,

G. Zientara
City Treasurer & Director of Finance

cc: Scot Wrighton, City Manager
Kimberly Althoff, City Clerk
Todd Cline, President Decatur Police Pension Board
Kara Flannery, Secretary Decatur Police Pension Board
Sarah Walker, City Comptroller

CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN

House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2021

The Pension Board certifies to the City Council of the Municipality on the condition of the Pension Plan at the end of its most recently completed fiscal year the following information:

1. The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

Total Assets (at Market Value) (City Trial Balance)	$ 141,923,713
Actuarial Value of Assets (see item 8 for explanation)	$ 136,886,210

2. The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions (Valuation)	$ 1,221,722
Estimated Receipts - All Other Sources (Valuation)	
Investment Earnings	N/A
Municipal Contributions (Valuation)	$ 6,464,803

3. The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a)	Pay all Pensions and Other Obligations (2023 Projection)	$ 9,825,638
(b)	Annual Requirement of the Fund as Determined by: (2022 Projection)	
	Illinois Department of Insurance - Report Dated July 29, 2022	$ 6,907,679
	Private Actuary - Report Dated October 6, 2022 (2023 Projection)	
	(Entry Age Normal - Level Percent of Payroll)	$ 6,464,803
	Private Actuary - Report Dated October 6, 2022 (PA096-1495) (2023 Projection)	$ 5,775,289

4. The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year (2021)	Preceding Fiscal Year (2020)
Net Income (Loss) Received from Investment of Assets (City Trial Balance)	$ 16,823,284	$ 12,682,543
Assumed Investment Return		
Illinois Department of Insurance - Report Dated July 29, 2022	6.50%	6.50%
Private Actuary - Report Dated October 6, 2022	7.125%	7.250%
Actual Investment Return	13.24%	10.97%

5. The total number of active employees who are financially contributing to the fund:

Number of Active Members (as of 12/31/21)	137

6. The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

(Projection for FY 2022)	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	123	$ 8,224,785
(ii) Disability Pension	6	$ 272,517
(iii) Survivors and Child Benefits	33	$ 1,177,360

7. The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Department of Insurance - Report Dated July 29, 2022	62.0%	62.0%
Private Actuary - Report Dated October 6, 2022	64.4%	64.1%

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability: (as of 12/31/21)	
Illinois Department of Insurance - Report Dated July 29, 2022	$ 78,680,885
Private Actuary - Report Dated October 6, 2022	$ 75,815,556

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets. The actuarial value of assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of asset valuation method is to provide for the long-term stability of municipality contributions.

9. The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

CERTIFICATION OF MUNICIPAL POLICE
PENSION PLAN COMPLIANCE REPORT

We, the undersigned Trustees of the Decatur Police Pension Plan, based upon information and belief, and to the best of our knowledge, certify pursuant to §5/3-143 of the Illinois Pension Code, that the preceding report is true and accurate.

_____ President

Kara Hanneny _____ Secretary

Dated: Nov. 2, 2022

ILLINOIS POLICE OFFICERS' PENSION INVESTMENT FUND

INVESTMENT POLICY STATEMENT

Adopted December 17, 2021

Policy Number: PP-2021-08

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I. BACKGROUND AND PURPOSE

The Illinois Police Officers' Pension Investment Fund (IPOPIF or the Fund) was created by Illinois Public Act 101-0610 to consolidate the Article 3 police pension funds to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds as defined in 40 ILCS 5/ 22B-105.

This "Investment Policy Statement" (IPS or Policy) provides objectives, guidelines, procedures, and performance standards for the investment of the assets of the Fund. The Policy represents the formal document governing the investment of the Fund's assets.

II. INVESTMENT OBJECTIVES

1. To ensure the assets of the Fund are invested with the care, skill, prudence, and diligence that a prudent person acting in a like capacity would undertake.
2. To earn a long-term, net-of-fees, investment return that meets or exceeds the actuarial assumed rate of return and the return of the Policy Benchmark consistent with the risk level expected from the asset allocation.
3. To ensure the assets of the Fund are invested in a manner that minimizes and controls the costs incurred in administering and managing the assets.

III. INVESTMENT PHILOSPHY

This section outlines the core beliefs and long-term acknowledgements that will guide the IPOPIF investment program.

1. A well-defined governance structure with clearly delineated responsibilities is critical in achieving consistent, long-term performance objectives.
2. The strategic asset allocation determines the risk-reward profile of the portfolio and is the primary driver of overall portfolio performance and volatility. Key considerations include, but are not limited to, the following:
    a. Asset allocation has a greater effect on return variability than asset class investment structure or investment manager selection.
    b. Understanding expected performance variance and being steadfast in the face of negative returns is critical to long-term success.
    c. Disciplined portfolio rebalancing is a key aspect of prudent long-term asset allocation policy.
3. Risk is multifaceted and will be evaluated holistically, incorporating quantitative measures and qualitative assessments. Risk considerations include, but are not limited to, the following:
    a. Key pension plan risk factors include mortality, inflation, and investment returns.
    b. Portfolio diversification increases risk-adjusted return over the long term.
    c. Diversification across different regions and risk factors reduces risk.

d. Leverage can be an effective tool to enhance diversification and control risk.

e. Uncompensated risk should be minimized.

a. Generating positive investment return requires recognizing and accepting non-diversifiable risk. Not taking enough risk is risky; therefore, IPOPIF will accept a prudent level of risk in pursuit of its enterprise objectives.

4. Liquidity is a risk factor and a source of return.

   a. The Fund should possess sufficient liquidity to meet expected cash needs under normal and stress scenarios.

   b. Illiquid investments should be considered if the expected return provides attractive compensation for the loss of liquidity.

5. The opportunity for active manager risk-adjusted outperformance (alpha) is not uniformly distributed across asset classes or strategies. Active strategies are preferred only when there is strong conviction that they can be expected to add alpha, net of fees. Otherwise, passive strategies are preferred.

6. Investment costs will be monitored and minimized within the context of maximizing net return. The goal is not low fees, but rather maximum returns, net of fees.

   a. Performance-based fee structures with a low base rate and a cap on participation may be appropriate and promote alignment of interests.

   b. The Fund will negotiate aggressively for the lowest fees and will seek most favored nation clauses where appropriate.

IV. ROLES AND RESPONSIBILITIES

A. FIDUCIARY RESPONSIBILTY

1. A person is a "fiduciary" with respect to the Fund to the extent that the person:

   a. exercises any discretionary authority or discretionary control respecting management of the Fund, or exercises any authority or control respecting management or disposition of its assets; or

   b. renders investment advice or renders advice on the selection of fiduciaries for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Fund or has any authority or responsibility to do so; or

   c. has any discretionary authority or discretionary responsibility in the administration of the Fund.

2. All fiduciaries to the Fund shall conduct their responsibilities with the care, skill, prudence, and diligence under the circumstances then prevailing which a prudent person familiar with these matters and acting in a like capacity would use in the conduct of an activity of like character and purpose. Fiduciaries, their employees, agents, and designees shall discharge their duties with respect to the Fund solely in the interest of the participants and beneficiaries of the Fund.

B. THE BOARD OF TRUSTEES

The Board of Trustees (the Board) has ultimate responsibility for the success and safety of the investment program. The responsibilities of the Board include, but are not limited to, the following:

1. Determining a prudent level of risk to accept in order to achieve investment objectives.
2. Adopting an asset allocation that prudently diversifies investment risk and maximizes expected return consistent with risk tolerance.
3. Reviewing and adopting the investment policy during the first calendar quarter of each year and as otherwise required.
4. Approving the selection and termination of investment service providers.
5. Monitoring and evaluating the investment performance of the Fund and ensuring the risk profile is consistent with Policy objectives.
6. Monitoring and evaluating investment expenses.
7. Establishing the responsibilities of, and evaluating the performance of, investment staff, advisors, and consultants.

C. CHIEF INVESTMENT OFFICER

The Chief Investment Officer (CIO) is responsible for the day-to-day operation and oversight of Fund investments under policy guidance from the Board. The CIO will work closely with the Executive Director, Investment Consultant, and investment staff to carry out the duties and responsibilities of this role. Specific responsibilities of the CIO include, but are not limited to, the following:

1. Recommending a prudent level of risk to accept in order to achieve investment objectives.
2. Recommending an asset allocation that prudently diversifies investment risk and maximizes expected return consistent with risk tolerance.
3. Recommending an investment policy.
4. Recommending the search, selection, and termination of investment service providers needed to implement the investment program.
5. Monitoring and evaluating the investment performance of the Fund and ensuring the risk profile is consistent with Policy objectives.
6. Monitoring and evaluating investment expenses.
7. Monitoring and evaluating investment service providers.
8. Developing proposals to enhance the investment program.
9. Ensuring the Fund has adequate liquidity to meet cash flow needs and coordinating the investment of cash contributions and distributions.
10. Monitoring investment allocation and coordinating rebalancing in accordance with the Policy.
11. Reporting to the Board at least quarterly regarding investment activity and performance.

12. Managing the IPOPIF investment staff.

D. INVESTMENT CONSULTANT

The Investment Consultant provides information, analysis, and advice to the Board, CIO, and investment staff to assist them in implementing the investment program and monitoring and evaluating Fund investments. The Investment Consultant will work closely with the CIO but is required to provide an independent perspective to the Board. Specific responsibilities of the Investment Consultant include, but are not limited to, the following.

1. Assisting in the development, implementation, and evaluation of the Investment Policy and asset allocation.
2. Assisting in the development, implementation, and evaluation of an investment manager structure that provides appropriate diversification with respect to the number and types of investment managers retained.
3. Making recommendations regarding the identification of appropriate market benchmarks and peer groups against which each investment option should be evaluated.
4. Assisting in the search process for investment service providers.
5. Producing quarterly reports to assist in evaluating the investment plan, risk, and performance. In conjunction with these reports, the Investment Consultant will provide recommendations for action when appropriate or when requested.
6. Monitoring the investment managers and investment products employed by the Fund on an on-going basis and informing the CIO and Board, as appropriate, of any developments that might impact performance of Fund investments.
7. Educating investment staff and the Board, as appropriate, on investment issues that could impact the Fund.

E. CUSTODIAN

The Custodian has three primary responsibilities, namely: (1) safekeeping of assets – custody, pricing, and accounting, and reporting of assets owned by the Fund; (2) trade processing – track and reconcile assets that are acquired and disposed; and (3) asset servicing – maintain all economic benefits of ownership including income collection, corporate actions, and proxy notification issues. Specific responsibilities of the Custodian include, but are not limited to, the following.

1. Safekeeping services for investment securities.
2. Timely settlement of securities transactions.
3. Proper pricing of investment securities.
4. Timely collection of income.
5. Prompt and accurate administration of corporate actions, including proxy notifications.
6. Direct, accurate daily communications with investment managers to ensure trades are correct and confirmed.
7. Proactive reconciliation with investment managers.

8. Value allocation for each Article 3 pension fund account.
9. Monthly and annual reporting for IPOPIF and uniform reporting for all Article 3 pension fund accounts.
10. Immediate communication with the CIO regarding any concerns or issues with respect to services provided by the Custodian.
11. Support for annual and regulatory reporting, including working with IPOPIF auditors.
12. Governance reporting to ensure service level metrics and expectations are being met.

F. INVESTMENT ADVISORS/MANAGERS

In accordance with the Illinois Pension Code, the Board may appoint investment advisors (herein also referred to as "Investment Managers") to manage (including the power to acquire or dispose of) the assets of the Fund. The specific duties and responsibilities of each Investment Manager include, but are not limited to, the following.

1. The investment advisor(s) must acknowledge in writing that it is a fiduciary with respect to the Fund and must be at least one of the following:
   a. registered as an investment adviser under the federal Investment Advisers Act of 1940 (15 U.S.C. 80b-1, et seq.);
   b. registered as an investment adviser under the Illinois Securities Law of 1953;
   c. a bank, as defined in the Investment Advisers Act of 1940; or
   d. an insurance company authorized to transact business in this State.
2. Managing those assets of the Fund that are under the supervision of the Investment Manager in accordance with the Investment Management Agreement or other governing document between IPOPIF and the Investment Manager.
3. Exercising investment discretion regarding buying, managing, and selling Fund assets under the supervision of the Investment Manager, subject to any limitations contained in the Investment Management Agreement or other governing document between IPOPIF and the Investment Manager.
4. Directing all trading on the portfolio(s) that it manages on a best execution basis. Soft-dollar trades are prohibited, unless expressly authorized under the Investment Management Agreement. (Soft dollar refers to a method of paying brokers for non-trading services, such as research, through trading commissions.)
5. Voting proxies on all securities held. All proxies will be voted exclusively in the best interests of the Fund. Investment managers who vote proxies will maintain written policies for proxy voting and keep a proper record of all proxies to which the Fund is entitled. A written report will be provided annually to the CIO and Investment Consultant.
6. Providing written reports to the CIO and Investment Consultant on at least a quarterly basis, detailing performance for the most recent period, gross and net of all fees.
7. Informing staff and the Investment Consultant, as soon as practical, in writing of any breach of the Investment Manager's investment guidelines, its Agreement with the Fund,

regulatory standards, and ethics policies.

8. Informing staff and the Investment Consultant as soon as practical, in writing, of any significant changes in the ownership, organizational structure, financial condition, personnel staffing, or other material changes at the firm; and
9. Increasing the utilization of Minority/Women/Disabled/Veteran Owned Broker Dealers. Appendix B2 details minority brokerage goals and responsibilities.
10. The Fund may utilize pooled funds (e.g., mutual funds, commingled funds, collective trusts, limited partnerships) that are generally aligned with this Policy when selected. However, pooled funds are controlled by their specific governing documents and are not customizable; therefore, it may not be feasible to require that such pooled funds adhere strictly to this Investment Policy. Any manager of a pooled fund shall inform IPOPIF if the investment policies, objectives, or guidelines of any such fund undergo material changes.

G. SECURITIES LENDING PROVIDER

The Board may authorize the use of a securities lending provider, which refers to any third-party firm (Agent) that lends the assets of the Fund to other parties in exchange for collateral and interest income. Cash collateral received from securities borrowers will be deposited upon receipt in an approved short-term investment vehicle or vehicles. The Agent may lend financial securities and shall have full discretion over the selection of borrowers and shall continually review the creditworthiness of potential borrowers through extensive analysis of publicly available information and any other material available to them. All loans shall be fully collateralized with cash, government securities, or irrevocable bank letters of credit. Initial collateral levels equal to a percentage of the market value of the borrowed securities shall not be less than 102% plus accrued interest. Securities on loan should be marked-to-market on a daily basis to assess adequacy of collateralization. The Agent shall provide periodic performance reports to the Investment Staff and Investment Consultant. The securities lending program should in no way inhibit the portfolio management activities of the Fund's investment managers.

V. INVESTMENT STRUCTURE

A. ASSET CATEGORIES AND CLASSES

IPOPIF investments shall be prudently diversified to optimize expected return and control risks. Assets can generally be categorized into four functional categories of Growth, Income, Inflation Protection, and Risk Mitigation. Each category can include multiple asset classes, representing different types of investments that can provide diversification within each functional category. Asset category and class descriptions are detailed in Appendix A1.

B. ASSET ALLOCATION

The asset allocation establishes target weights for each asset class and is designed to maximize the long-term expected return of the Fund within an acceptable risk tolerance while providing liquidity to meet program liabilities. The asset allocation is a key determinant of investment performance. The Asset Allocation is detailed in Appendix A2.

C. INVESTMENT MANAGER STRUCTURE

The investment manager structure establishes the investment manager roles that will be used to implement the asset allocation. The investment manager structure will employ the minimum number of managers necessary to assure appropriate diversification. The following guidelines will limit active manager concentration unless an exception is specifically authorized by the Board.

1. The maximum allocation to a single active manager is 12% of the Plan.
2. The maximum allocation to a single active management product is 8% of the Plan.
3. No investment with any single investment strategy may exceed 10% of that manager's total assets under management for that strategy.
4. There is no specified limitation for passive managers or products but diversifying alternatives should be considered when adding passive exposure.

D. REBALANCING POLICY

1. Rebalancing is the process of realigning investment weights toward targets to maintain the desired asset allocation.
2. Rebalancing ranges are detailed in Appendix A2, Asset Allocation.
3. The CIO has the responsibility and authority to rebalance the Fund in accordance with this Policy.
4. The CIO and the Investment Consultant shall review asset allocations at least quarterly or as appropriate during periods of significant market volatility.
5. Cash contributions to and withdrawals from the Fund may be used to move investment weights towards targets.
6. When asset allocations exceed the prescribed limits, or when deemed prudent by the CIO, with the advice of the Investment Consultant, Fund assets may be rebalanced to the target levels or to some point within the target range. No rebalancing action is automatically required if an asset class weight reaches a rebalancing limit. However, the CIO shall document the rationale for not acting if an allocation falls outside of the rebalancing range.
7. Rebalancing to targets will be considered at least annually by the CIO, with the advice of the Investment Consultant.
8. Rebalancing activity shall be reported at the next meeting of the Board.

E. TRANSITION MANAGEMENT

1. Transition management is the process of managing changes to an investment fund's portfolio of assets with an objective of reducing unnecessary costs and unrewarded risks.
2. IPOPIF shall maintain a pool of qualified transition management firms, which may be utilized to minimize the costs of asset transfers. Transition manager utilization should be considered for asset transfers but is not required if the CIO, with advice from the Consultant, believes the transition can be more effectively implemented using approved investment managers.

3. A transition plan shall be developed by the transition manager or investment manager and reviewed with investment staff prior to the transition.
4. A post-trade analysis shall be documented by the transition manager or investment manager and reviewed with investment staff.
5. Transition activity and costs shall be reported at the next meeting of the Board.

F. PERFORMANCE BENCHMARKS

Fund performance will be evaluated against a "Broad Benchmark" of global stocks and bonds and a "Policy Benchmark" reflecting a market index or equivalent for each asset class, weighted in accordance with the current target allocations. Over a full market cycle (typically three-to-five-years), the Fund is expected to generate returns, after payment of all fees and expenses, which exceed the Broad Benchmark and the Policy Benchmark. Performance Benchmarks are detailed in Appendix A3.

VI. INVESTMENT MANAGER SELECTION, MONITORING, AND EVALUATION

A. INVESTMENT MANAGER SELECTION

1. Investment Manager selection shall be governed by the Procurement of Investment Services Policy, IPOPIF Policy number PP-2021-07.
2. Pursuant to Sections 1-113.6 and 1-113.17 of the Illinois Pension Code, decision-useful sustainability factors will be considered within the bounds of financial and fiduciary prudence, including, but not limited to: (i) corporate governance and leadership factors; (ii) environmental factors; (iii) social capital factors; (iv) human capital factors; and (v) business model and innovation factors, as provided for under the Illinois Sustainable Investing Act, 30 ILCS 238/1, et seq.
3. Pursuant to 40 ILCS 5/1A-108, the Fund recognizes that it is the public policy of the State of Illinois to promote the economy of Illinois through the use of economic opportunity investments to the greatest extent feasible within the bounds of financial and fiduciary prudence.

B. MANAGER MONITORING AND EVALUATION

Investment Staff and the Investment Consultant will evaluate each Investment Manager from a qualitative and quantitative standpoint on a quarterly basis.

1. Qualitative factors include, but are not limited to, the following.
    a. Ownership changes or departure of key personnel.
    b. Assets under management at the firm and product level.
    c. Conflicts of interest.
    d. Changes in investment strategy.
    e. Material litigation or regulatory challenges involving the Investment Manager.
    f. Material client-servicing problems.

g. Minority brokerage utilization.

2. Quantitative Review.

   a. Long-term performance standards should measure an Investment Manager's performance using rolling returns across multiple trailing time periods (e.g., 1-year, 3-year, and 5-year) in relation to the mutually agreed upon performance index.

   b. Shorter-term performance will be measured in relation to an appropriate style index and "Peer Group." Each Investment Manager is to be measured against the median return of a peer group of investment managers with similar investment styles.

   c. Managers are expected to maintain their stated investment style and philosophy. Quantitative measures of investment style and philosophy include style mapping, style attribution analysis, and tracking error relative to the benchmark.

3. Investment Staff and the Investment Consultant will review Investment Manager performance with the Board on a quarterly basis.

   a. Investment staff shall identify investment managers of concern, report the material issues, and provide an analysis supporting the CIO's recommendation.

   b. While past performance is not a reliable predictor of future results, the following criteria shall warrant review by the Board of Trustees:

      i. Four consecutive quarters in which the manager underperforms its benchmark index for the trailing three-year and five-year periods.

      ii. Two consecutive quarters in which the manager underperforms its Peer Group for the trailing three-year and five-year periods.

VII. PROXY VOTING POLICY

Proxies refers to the process of voting as a shareholder on corporate issues without being physically present at the meeting. Shareholders may also vote on corporate issues in person. The Board recognizes that the right to vote on corporate issues is a Fund asset and affirms its fiduciary responsibility to ensure that the Fund's shareholder votes and proxies are voted in the best interests of the Fund. The Board delegates this responsibility to its fiduciary investment managers, who are best positioned to understand the voting issues. Investment managers shall report proxy voting activity annually to the CIO and the Investment Consultant. In the absence of an assigned investment manager, the Chief Investment Officer shall vote proxies in the best interest of the Fund and will use their professional judgement regarding when to seek Board guidance.

VIII. POLICIES INCORPORATED BY REFERENCE

The following IPOPIF Policies are incorporated into the Investment Policy Statement by reference:

PP-2021-07, Procurement of Investment Services Policy

AR-2021-02 Transfer of Assets Rule

Cost and Valuation Rule (when adopted)

Cash Management Policy (when adopted)

IX. POLICY ADOPTION

The Investment Policy was originally adopted by the IPOPIF Board of Trustees on December 17, 2021. The dates of subsequent revisions shall be recorded below.

Appendix A1 – ASSET CLASS DESCRIPTIONS

A. Growth Assets

1. Role: Capital appreciation, primary driver of long-term total return
2. Investment Approach: Growth assets generally represent equity or equity-like interests in current and future income streams and capture long-term economic growth trends throughout the world.
3. Risk Factors
   a. The cost of the high expected long-term returns is higher expected volatility.
   b. Growth assets are highly sensitive to economic conditions and are subject to potential loss during economic downturns, rising/unexpected inflation, and rising interest rates.
   c. Foreign currency volatility can be a source of risk and return for non-US exposure.
   d. Liquidity is a key benefit as stocks can be traded daily.
4. Representative Asset Classes
   a. **US Equity** represents publicly traded stock holdings of companies located in the United States.
   b. **Non-US Equity** represents publicly traded stock holdings of companies located outside of the United States. Non-US equity provides diversification through exposure to international economies and currencies. Non-US equity can be segregated by **developed** and **emerging markets** (economies). Emerging markets equity is expected to capture the higher economic growth of emerging economies and provide higher long-term returns than global equity coupled with higher volatility.
   c. **Global Equity** removes regional constraints allowing investment in US and non-US companies.
   d. Public equities may also be categorized by company capitalization (size) with **smaller companie**s historically experiencing higher returns and volatility. Active management has fared better in the small company environment, where information is typically evaluated be fewer analysts.
   e. **Private Equity** refers to investments in private companies (direct investments) or funds that hold investments in private companies or securities that are not typically traded in the public markets. Frequently these investments need "patient" capital to allow time for growth potential to be realized through a combination of capital investment, management initiatives, or market development. Private equity is expected to provide higher long-term returns than public equity, but illiquidity is a key risk due to contractual commitments to fund capital on demand and term structures that allow holding that capital for several years to allow time for value creation.

B. Income Assets

1. Role: Current income and moderate long-term appreciation
2. Investment Approach: Income assets are generally fixed claims on assets or income streams of an issuer (e.g., government, corporation, asset-backed securities).
3. Risk Factors: The primary risk for Income assets is the failure of the borrower to make timely payments of interest and principal (credit risk) and the price volatility related to credit risk. Bonds with greater credit risk (i.e., bonds with lower credit ratings) are typically less liquid than higher quality bonds. Income assets may also be susceptible to interest rate (duration) risk where higher market interest rates reduce their value. Longer maturities have relatively higher interest rate risk.
4. Representative Asset Classes
    a. **Bank Loans** are similar to high yield bonds in that both represent debt issuers with higher credit risk. Compared to high-yield bonds, bank loans typically have higher seniority in the capital structure, which has historically resulted in much higher recovery following default.
    b. **High Yield Debt** refers to bonds with higher credit risk and lower credit ratings than investment-grade corporate bonds, Treasury bonds, and municipal bonds. Because of the higher risk of default, these bonds pay a higher yield than investment grade bonds.
    c. **Emerging Markets Debt** (EMD) refers to bonds issued by developing countries or corporations based in developing countries. EMD bonds can be denominated in U.S. Dollars or local currency. The primary risk factor is credit quality, but interest rates and foreign currency fluctuations are also factors.
    d. **Private Debt** refers to non-bank direct lending arrangements. Features are similar to bank loans with somewhat higher credit risk and yields. Investments are typically structured in a private market vehicle with limited liquidity. Private debt may be included within the private equity asset class in the strategic asset allocation.

C. Inflation Protection (Real Assets)

1. Role: Current income, inflation protection, diversification
2. Investment Approach: Generally, ownership in physical assets
3. Risk Factors: Real Assets may not provide the desired inflation protection. Loss of principal is also a risk. Real Estate, Natural Resources, and Infrastructure are typically accessed through private investment vehicles with constrained liquidity similar to that discussed for Private Equity.
4. Representative Asset Classes
    a. **Real Estate** includes investments in office buildings, apartments, hotels, industrial warehouses, retail, raw land, and development projects.
    b. **Natural Resources** broadly refers to anything mined or collected in raw form but

may include assets subject to further processing. Typical assets include agriculture, timber, minerals, and metals.

c. **Infrastructure** refers to investments in physical systems that support world economies. Typical investments include transportation, communication, and utilities (electricity, gas, water, sewage).

d. **REITs** or Real Estate Investment Trusts are publicly traded companies that own Real Estate. REITS benefit from the daily liquidity consistent with a publicly traded stock, but also suffer from relatively high volatility and higher correlation to publicly traded equity.

e. **TIPS** refers to United States Treasury Inflation-Protected Securities which provide protection against inflation. The principal of a TIPS increases with inflation and decreases with deflation, as measured by the Consumer Price Index. At maturity TIPS pay the adjusted principal or original principal, whichever is greater.

D. Risk Mitigation

1. Role: Liquidity to fund benefit payments and other cash flow needs, capital preservation, modest current income, diversification to growth assets
2. Investment Approach: Cash equivalents or high-quality domestic bonds
3. Risk Factors: Risks are substantially lower for risk mitigation assets but may include modest exposure to credit or interest rates (duration).
4. Representative Asset Classes
   a. **Cash Equivalents** are the safest possible investment with no volatility and minimal return.
   b. **Short Term Investment Grade Bonds** have moderate interest rate risk.
   c. **Investment Grade Bonds** including bonds and notes issued by the **U.S Treasury**, U.S. Government Agencies, state and local municipalities, corporations, or other issuers with similar conservative risk profiles. Risk factors include duration and credit. **Core Fixed Income** refers to a combination of government and corporate bonds and other fixed income instruments reflective of the U.S. fixed income opportunity set. **Core Plus Fixed Income** refers is similar to core but adds somewhat riskier investments, such as high-yield debt and asset-backed securities to boost yield. However, the overall risk profile of Core Plus remains relatively benign.

Appendix A2 – ASSET ALLOCATION

The IPOPIF has adopted short-term and long-term asset allocation targets. Short-term targets are necessary to accommodate the initial IPOPIF transition and the subsequent buildout of diversified strategies, including private market investments. Short-term targets and rebalancing ranges will be updated periodically, with Board approval, as new investments move the allocation toward the long-term targets. Rebalancing and the Policy Benchmark will be based on short-term targets. Rebalancing ranges are not included where liquidity constraints prevent rebalancing.

IPOPIF Asset Allocation	Short-term			Long-term
		Rebalancing Range		
Asset Classes	Target Allocation	Lower	Upper	Target Allocation
Growth	**50.0%**	**45.0%**	**55.0%**	**65.0%**
US Large	18.0%	16.0%	20.0%	23.0%
US Small	5.0%	4.0%	6.0%	5.0%
International Developed	15.0%	13.0%	17.0%	18.0%
International Developed Small	5.0%	4.0%	6.0%	5.0%
Emerging Markets	7.0%	6.0%	8.0%	7.0%
Private Equity (Direct)	0.0%	N/A	N/A	7.0%
Income	**16.0%**	**14.0%**	**18.0%**	**14.0%**
Bank Loans	0.0%	N/A	N/A	3.0%
High Yield Corp. Credit	10.0%	9.0%	11.0%	3.0%
Emerging Market Debt	6.0%	5.0%	7.0%	3.0%
Private Credit	0.0%	N/A	N/A	5.0%
Inflation Protection	**9.0%**	**7.0%**	**11.0%**	**11.0%**
US TIPS	3.0%	2.5%	3.5%	3.0%
REITs	4.0%	3.5%	4.5%	0.0%
Real Estate/Infrastructure	2.0%	N/A	N/A	8.0%
Risk Mitigation	**25.0%**	**20.0%**	**28.0%**	**10.0%**
Cash	3.0%	0.0%	4.0%	1.0%
Short-Term Gov't/Credit	15.0%	14.0%	16.0%	3.0%
US Treasury	0.0%	N/A	N/A	3.0%
Core Fixed Income	7.0%	6.0%	8.0%	0.0%
Core Plus Fixed Income	0.0%	N/A	N/A	3.0%
Total	**100.0%**			**100.0%**

Appendix A3 – PERFORMANCE BENCHMARKS

Fund investment performance will be evaluated against a "Broad Benchmark " of global stocks and bonds and a "Policy Benchmark" reflecting a market index or equivalent for each asset class, weighted in accordance with the current target allocation. Over a full market cycle (typically three-to-five-years), the Fund is expected to generate returns, after payment of all fees and expenses, which exceed the Broad Benchmark and the Policy Benchmark. Performance Benchmarks are detailed below.

Broad Benchmark

	Index	Weight
Global Equity	MSCI All Country World Index, Investible Market Index, USD (ACWI IMI)	70%
Fixed Income	Bloomberg Multiverse Total Return Index, Unhedged, USD	30%

Policy Benchmark

Asset Class	Policy Benchmark	Weight
Cash	91 Day T-Bills	3.0%
Short-Term Bonds	Bloomberg 1-3 year Gov/Credit	15.0%
Core Bonds	Bloomberg US Aggregate	7.0%
US TIPS	Bloomberg US TIPS 0-5 Years	3.0%
US Treasury	Bloomberg US Treasury 7-10 Years[4]	0.0%
Bank Loans	Credit Suisse Leveraged Loan[4]	0.0%
High Yield Debt and Private Credit	Bloomberg US Corporate High Yield	10.0%
Emerging Markets Debt	50% GBI-EM/50% EMBI[3]	6.0%
US Equity and Private Equity	Russell 3000	23.0%
International Equity	MSCI ACWI ex USA IMI Net[1, 2]	20.0%
Emerging Markets Equity	MSCI Emerging Markets IMI Net[1, 2]	7.0%
REITs	Wilshire US REIT	4.0%
Private Real Estate	NCREIF Property Index	2.0%
Total		100.0%

[1] IMI: Investable Market Universe includes Large, Mid, and Small Capitalization Companies
[2] Net: Total Net Return including dividends and net of withholding taxes
[3] 50% J.P Morgan Emerging Markets Bond Index (EMBI) Global Diversified and 50% J.P. Morgan Government Bond Index-Emerging Markets (GBI-EM) Global Diversified.
[4] US Treasury and Bank Loans each have long-term allocations of 3% and are included in the Policy Benchmark table for reference.

Appendix B1 – MWDBE INVESTMENT MANAGER UTILIZATION POLICY

A. Definitions

1. "Emerging Investment Manager," as defined in Section 1-109.1(4) of the Illinois Pension Code, means a qualified Investment Adviser that manages an investment portfolio of at least $10,000,000 but less than $10,000,000,000 and is a MWDBE.
2. MWDBE means a Minority-Owned Business, Women-Owned Business, or Business Owned by Person with a Disability, as those terms are defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/2, as amended.
3. "MWDBE Investment Manager" means a qualified Investment Adviser that manages an investment portfolio and is a MWDBE.

B. Emerging Manager Goals

It is the policy of the IPOPIF to utilize Emerging Investment Managers to the greatest extent feasible within the bounds of financial and fiduciary prudence. In accordance with 40 ILCS 5/1-109.1(4), the Board has set forth the following quantifiable goals for percentage of total assets under management to be managed by Emerging Investment Managers:

		Ownership			
		Minority	Women	Disabled	Total
Asset Classes	Equity	9%	9%	2%	20%
	Fixed Income	9%	9%	2%	20%
	Alternatives	9%	9%	2%	20%
	Total	9%	9%	2%	20%

C. MWDBE Manager Goals

It is the policy of the IPOPIF to utilize MWDBE Investment Managers to the greatest extent feasible within the bounds of financial and fiduciary prudence. In accordance with 40 ILCS 5/1-109.1(9), the Board has set forth the following quantifiable goals for percentage of total assets under management managed by MWDBE Investment Managers:

Ownership			
Minority	Women	Disabled	Total
9%	9%	2%	20%

In accordance with 40 ILCS 5/1-109.1(10), it is the aspirational goal for the IPOPIF use MWDBE Investment Managers for not less than 20% of the total assets under management. It is also IPOPIF's aspirational goal that not less than 20% of Investment Managers be minorities, women, and persons with disabilities, as those terms are defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act.

D. Certification

Emerging or MWDBE Investment Advisers shall provide documentation establishing their status as an MWDBE. Preference shall be given to the appropriate certification from the State of Illinois as acceptable documentation. If such a certification is not available, the IPOPIF may consider another state's or a city's certification.

E. Reporting

The Fund shall submit a report to the Governor and the General Assembly by January 1 of each year that includes this IPS and the following: (i) the names and addresses of the Emerging Investment Managers used, the percentage of the assets under the investment control of Emerging Investment Managers, and the actions the Fund has undertaken to increase the use of Emerging Investment Managers, including encouraging other Investment Managers to use Emerging Investment Managers as subcontractors when the opportunity arises and (ii) the specific actions undertaken to increase the use of Minority Broker-Dealers.

F. Review Requirement

The Board of Trustees shall review this Policy and associated goals annually.

Appendix B2 – MINORITY BROKER-DEALER POLICY

This Policy addresses the requirement of Section 1-109.1(7) of the Illinois Pension Code.

A. Definitions

1. "Minority Broker-Dealer" means a qualified broker-dealer who meets the definition of "minority-owned business", "women-owned business", or "business owned by a person with a disability", as those terms are defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act., 30 ILCS 575/2, as amended.
2. "Best Execution" means the best possible result taking into account all relevant considerations such as price, costs, speed, and likelihood of execution and settlement.

B. Goal

It is the goal of the IPOPIF that Investment Managers utilize Minority Broker-Dealers for **20%** of trades.

C. Best Execution Required

Investment Managers are always required to seek Best Execution.

D. Manager Reporting

1. Each Investment Manager shall report minority brokerage on a quarterly basis.
2. Equity manager reports are expected to include the following information:
    a. Total shares traded and total commission dollars.
    b. Minority brokerage shares traded and commission dollars.
    c. Percentage of minority brokerage by shares and dollars.
3. Fixed income manager reports are expected to include the following information:
    a. Total par value traded and average bid/ask spread.
    b. Minority par value traded and average bid/ask spread.
    c. Percentage of minority brokerage by par value traded.
4. All Investment Managers are encouraged to include a discussion of minority brokerage trends, obstacles, and initiatives to increase minority brokerage.

E. Review Requirement

The Board of Trustees shall review this Policy and associated goals annually.

Appendix B3 – FIDUCIARY DIVERSITY POLICY

This Policy addresses the requirement of Section 1-109.1(5) of the Illinois Pension Code.

It is the policy goal of the IPOPIF to increase the racial, ethnic, and gender diversity of its fiduciaries, including its consultants and senior staff. IPOPIF shall make its best efforts to ensure that the racial and ethnic makeup of its senior administrative staff represents the racial and ethnic makeup of its membership.

When procuring investment services, the IPOPIF shall encourage participation of businesses owned by minorities, women, and persons with disabilities to respond to requests for proposals and will also work to encourage majority firms acting as fiduciaries to hire and promote minorities, women, or persons with disabilities in senior staff and ownership positions.

Investment Managers shall be procured in the manner prescribed by the Procurement of Investment Services Policy, PP-2021-07. Policy goals to increase the utilization of investment management firms owned by minorities, women or persons with disabilities are addressed in Appendix B1of this Investment Policy.

The Board of Trustees shall review this Policy and associated goals annually.

Appendix B4 – BUSINESSES DIVERSITY POLICY

This Policy addresses the requirement of Section 1-109.1(6) of the Illinois Pension Code.

It is IPOPIF's policy to utilize businesses owned by minorities, women, and persons with disabilities for all contracts and services, including investment-related contracts and services.

The Board of Trustees shall review this Policy annually.

Appendix B5 – ECONOMIC OPPORTUNITY

Pursuant to 40 ILCS 5/1A-108.5, the Fund recognizes that it is the public policy of the State of Illinois to promote the economy of Illinois through the use of economic opportunity investments to the greatest extent feasible within the bounds of financial and fiduciary prudence.

The Fund shall submit a report to the Governor and the General Assembly by September 1 of each year that identifies the economic opportunity investments made by the Fund, the primary location of the business or project, the percentage of the Fund's assets in economic opportunity investments, and the actions that the Fund has undertaken to increase the use of economic opportunity investments.

The Board of Trustees shall review this Policy annually.