



Monday, November 6, 2023
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of October 16, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2024
2. Ordinance Amending City Code Chapter 41.3 Downtown Parks
3. Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for Phase II Schematic Design of the Transit Campus Master Plan with Richard L. Bowen & Associates, Inc.
4. Resolution Authorizing the Purchase of a Crime Prevention Surveillance Trailer for the Decatur Police Department
5. Resolution Authorizing a Five Year Lease Agreement Extension Between the City of Decatur and Flock Safety for LPR Cameras in the City Neighborhoods and Adjacent Thoroughfares
6. Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC for Tree Removal In Various Locations
7. Ordinance Amending City Code, Chapter 38, Stormwater Ordinance
8. Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. dba A&R Services, Inc. for the 2023 Storm Drainage Improvement Project, City Project 2023-30

9. Resolution Accepting the Bid and Authorizing the Execution of a Contract with G & H Marine Inc. for the Lake Decatur Shoreline Stabilization Project, City Project 2023-21
10. 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 Authorizing the Certifications and Assurances of the 2023 Byrne Justice Assistance Grant
 - B. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City of Decatur For Distribution of 2023 Byrne Justice Assistance Grant
 - C. Resolution Approving Reappointment - Public Building Commission
 - D. Ordinance Annexing Territory 2216 Lilac Drive
 - E. Ordinance Annexing Territory 2229 Mesa Drive
 - F. Ordinance Annexing Territory 1836 South Shores Drive
 - G. Ordinance Annexing Territory 3054 Tempe Drive
 - H. Ordinance Amending City Code Chapter 50 Licenses
 - I. Resolution Authorizing Action Regarding Unsafe Structures
 - J. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 539 W. Decatur St.
 - K. Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 629 W. Prairie Ave.
 - L. Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 1353 E. William St.
 - M. Resolution Authorizing the Renewal of Environmental Systems Research Institute, Inc. (ESRI) Enterprise Agreement-for Geographic Information System (GIS) Software

VI. Other Business

VII. Adjournment

Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2022

Informational Memorandum Communicating the Condition of the Police Pension Fund for the Year Ended December 31, 2022

SUBJECT: Approval of Minutes of October 16, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of October 16, 2023 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, October 16, 2023

On Monday, October 16, 2023, 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 Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Ed Culp. 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: Jeffrey & Sherri Perkins, Verlyn Rosenberger, Ray Spates, Abeer Motan, Austin Yutzy and Satwinder Singh.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the September 25, 2023, City Council Study Session were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

The minutes of the October 2, 2023, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Mayor Moore Wolfe called for a discussion on City Code, Chapter 52, Alcoholic Liquor.

Council members held a discussion on proposed changes to slow the growth of video gaming. Council members discussed capping the number of video gaming licenses, requiring revenue from non-gaming sources on certain classes of licenses and the impact of gaming in the community.

Ms. Amy Waks, Assistant Corporation Counsel, answered questions from Council members regarding restroom requirements.

The following citizens provided comments to the Council: Ray Spates and Carl Muench.

Council members continued their discussion on the proposed changes.

With no further discussion, Mayor Moore Wolfe called for a discussion on the 2024 Property Tax Levy & Aggregate Expenditure/Revenue Analysis.

City Manager Wrighton spoke about the increase in the city's equalized assessed value and explained how the property tax levy is set. City Manager Wrighton provided options for the Council to consider for the levy. City Manager Wrighton discussed several short-term and long-term revenue and expenditure options.

Councilman Culp exited the Council Chamber at 6:56 pm and returned at 6:58 pm.

Ms. Ruby James, Director of Finance, spoke about the quadrennial reassessment process and the General Fund balance.

Council members held a discussion on property tax adjustment options and new revenue streams.

The consensus of the Council was in favor of options for keeping property taxes lower.

R2023-213 Resolution Authorizing the Purchase of a Crime Prevention Surveillance Trailer for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Acting Police Chief Ed Hurst gave an overview of the Resolution.

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

2023-70 Ordinance Amending Zoning Ordinance - Section XXX Zoning Board of Appeals, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

R2023-214 Resolution Accepting Grant from the Illinois Housing Development Authority's Strong Communities Program Round 2, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Cordaryl Patrick, Economic and Community Development Department, explained the use of the grant.

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

R2023-215 Resolution Authorizing Agreement between City of Decatur, IL and Central Illinois Land Bank Authority to Operate Strong Communities Program Round 2, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-216 Resolution Authorizing an Agreement with Jimmie Soules Bird Repellent Company for Downtown Bird Control, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-217 Resolution Authorizing Acceptance of the Bid for the Purchase of a Pavement Breaker from Midwest Equipment MFG., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-218 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavation Company Inc. for the Old King's Orchard Garden, City Project 2023-05, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Public Works Director Matt Newell responded to questions from Council members regarding tree replacement and minority business goals.

Upon call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Councilman Cooper voted nay. Wolfe declared the motion carried.

R2023-219 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for the William Street Pump Station Improvements Project, City Project 2022-17, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution and answered questions from Council members regarding the contractor bid for roofing.

Upon call of the roll, Council members Dennis Cooper, Pat McDaniel, Lisa Gregory, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Councilman Horn abstained from the vote. Mayor Moore Wolfe declared the motion carried.

R2023-220 Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. to Provide Construction Support Services for the William Street Pump Station Improvement Project, City Project 2022-17, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through I. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Mayor Moore Wolfe removed Item G. from the Consent Agenda Calendar. The Clerk read items A. through F. and H. and I.:

Item A. R2023-221 Resolution Authorizing Accepting the STEP Grant Awarded to the Decatur Police Department by the Illinois Department of Transportation

Item B. 2023-71 Ordinance Annexing Territory 2574 & 2570 South Shores Drive

Item C. R2023-222 Resolution Authorizing Action Regarding Unsafe Structures

Item D. Receiving and Filing of Minutes of Boards and Commissions

Item E. R2023-223 Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

Item F. R2023-224 Resolution Approving Reappointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

Item H. R2023-225 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

Item I. R2023-226 Resolution Regarding Halloween Trick or Treat Hours

Councilwoman Gregory moved A. through F. and H. and I. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe. Mayor Moore Wolfe declared the motion carried.

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

Councilman McDaniel commended the Decatur Police Department for increasing traffic enforcement.

There being no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 7:55 p.m. pursuant to Section 2(c)(5), the purchase or lease of real property for the use of the public body. Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Kuhle and upon call of the roll, Council members Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe. Mayor Moore Wolfe declared the motion carried.

Councilwoman Gregory moved to return to the Regular City Council meeting at 8:09 p.m., seconded by Councilman Kuhle.

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

Mayor Moore Wolfe called for New Business.

R2023-227 Resolution Authorizing Farmland Real Estate Purchase Pursuant to the Water Consultant's Recommendations, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

With no further business, Councilwoman Gregory moved the Regular City Council meeting be adjourned; seconded by Councilman Kuhle and upon call of the roll, Council members Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 8:13 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 11/6/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer
Jenifer McCoskey, Risk Management Coordinator

SUBJECT: Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar 2024

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached resolution authorizing the agreement for renewal of the administration of the City's self-insured group health benefit plans including claims administration and stop loss insurance for the period January 1, 2024 to December 31, 2024.

BACKGROUND:

BlueCross BlueShield has been the City's third-party administrator for the city self-insured group healthcare benefit plan since 2008 and continues to be an excellent administrator for the group healthcare benefit plan.

BlueCross BlueShield continues to offer the largest network of doctors and hospitals in and out of state and offers the best pricing offerings for coverage for medical care due to its substantial network of medical providers.

	Current 2023	Proposed 2024	% Change
Illinois access fee	1.49%	1.44%	-3.36%
Administration fee	\$ 60.49	\$ 60.30	-0.31%
Rx rebate credit	\$ (78.44)	\$ (128.45)	-63.76%
Medical rebate credit	\$ (2.50)	\$ (2.50)	0.00%
Additional services	\$ 2.52	\$ 2.52	0.00%
Net administration fee	\$ (17.93)	\$ (68.13)	-279.98%

Stop loss	\$ 134.71	\$ 161.06	19.56%
Fixed cost per month	\$ 119.46	\$ 95.57	-20.00%
Projected cost	\$ 783,000	\$ 624,000	-20.31%

The proposed 2024 fixed cost fees quoted by BlueCross BlueShield will decrease in the aggregate versus the current 2023 fixed cost fees.

The stop loss fee increase is the result of certain medical claim costs exceeding the stop loss level.

First Mid Bank, our advisor bid out all lines and moved our entire benefit lines to Blue Cross to help keep price increases to a minimum and receive a higher rebate.

Further benefiting healthcare costs is the City Healthcare Clinic which was implemented in September 2021 and is continuing to deliver cost reductions processed through BCBS.

POTENTIAL OBJECTIONS: No known objections.

INPUT FROM OTHER SOURCES:

First Mid Bank, Rick Semonis, Advisor to the City for Employee Benefit matters

STAFF REFERENCE: Ruby F. James, City Treasurer & Chief Financial Officer Jenifer McCoskey, Risk Management Coordinator

BUDGET/TIME IMPLICATIONS:

Costs have been included in the 2024 budget to be presented to Council for deliberation and approval.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2023 - _____

**RESOLUTION AUTHORIZING AGREEMENT WITH BLUECROSS
BLUESHIELD OF ILLINOIS FOR ADMINISTRATION OF THE CITY GROUP
HEALTH BENEFIT PLAN FOR CALENDAR YEAR 2024**

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

Section 1. That the ASO Benefit Program and Stop Loss coverage presented herewith to the City Council between the City of Decatur, Illinois and BlueCross BlueShield of Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and hereby, authorized to direct the City Treasurer & Chief Financial Officer / Risk Management to execute renewal on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED THIS 6th day of November 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

SUBJECT: Ordinance Amending City Code Chapter 41.3 Downtown Parks

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Memo	Cover Memo
Ordinance Amending Chapter 41.3 Downtown Parks	Ordinance

November 2, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Chapter 41 Amendment

Almost one year ago the City Council adopted an ordinance prohibiting overnight use of the city's two downtown parks (Central Park and Preston Jackson Park). Because this ordinance was controversial and created a new policy position concerning the city's central business district green spaces, the council requested that the ordinance be re-examined after one year. Consequently, the adopted ordinance included a sunset clause.

It is recommended that last year's ordinance now be amended only to delete the sunset clause. No other language change to the original ordinance is proposed.

I believe the ordinance adopted last year has had the desired effect. There has been less vandalism in the parks, less debris in the parks and fewer complaints of intimidation. Included in the packet material is a memo from Police Chief Brandel delineating the number and nature of police contacts in the downtown parks since the appropriate signage was installed.



Chief Shane Brandel
Decatur Police Department
707 W. South Side Drive
Decatur, IL 62521
217-424-2745



Re: Downtown Parks - Overnight Checks
Date: 10/31/2023

Mr. Wrighton,

Per your request, I am providing a brief summary of police activity as it relates to the enforcement of the city ordinance regarding park hours, specifically the overnight closure of the downtown parks.

Decatur Police Officers began enforcement of the ordinance once signs were placed at the parks indicating the hours the parks were closed. Additional time was given to allow people to become aware of the park hours. Beginning in April 2023, DPD officers began checking the parks overnight during various times that the park was closed. Our goal was to educate and ensure compliance with the city ordinance. Our approach was to inform any violators of the ordinance, offer resources to them if appropriate, and make sure they safely vacated the park.

From April through October, DPD officers conducted 134 checks of the downtown parks during hours the parks were closed. Of the checks conducted, officers encountered subjects in violation of the ordinance 21 separate times. DPD officers were able to gain compliance each time and relocated the subject without writing any citations for the ordinance violation. Only one subject encountered was arrested, and that person had a warrant for their arrest. It should also be noted that the highest number of encounters occurred at the beginning of the enforcement period, and the lowest number of encounters occurred in October, with only 1 encounter.

Respectfully submitted,

A handwritten signature in blue ink that reads "Shane Brandel". The signature is stylized with a large, sweeping initial "S".

Shane Brandel

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 41.3-
DOWNTOWN PARKS

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

SECTION 1. That Chapter 41.3 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, deleting Section 9.

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 6th day of November, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 41.3

DOWNTOWN PARKS

9. ~~TERMINATION:~~ This Chapter shall be in existence for a period of one (1) year, beginning December 5, 2022 and shall expire at the end of said one year period without the necessity of further action by City Council or unless further affirmative action is taken by City Council to extend.

SUBJECT: Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for Phase II Schematic Design of the Transit Campus Master Plan with Richard L. Bowen & Associates, Inc.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Conceptual Master Plan	Backup Material
Agreement & Proposal	Backup Material

MEMO

DATE: November 6th, 2023
TO: Mayor Julie Moore Wolfe and City Council Members
FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing Execution of a Professional Services Agreement for the Schematic Design Phase II of the Transit Campus Master Plan between Richard L. Bowen & Associates, Inc and the City of Decatur.

RECOMMENDATION: It is recommended by staff that this item be approved, and the contract executed with Bowen.

BACKGROUND: The City of Decatur has been awarded grants in the amount of \$3.76 million and \$16.8 million to invest in the construction and remodeling of our current transit facilities to support the transition to alternative fuel vehicles and buses. With this amount of investment comes the need for a campus master plan. This master plan will provide us with detailed architectural designs and prints while focusing on creating a sustainable joint Transit/MSD campus. This campus will have a state-of-the-art multi-lane vehicle wash bay, ample vehicle storage with EV infrastructure and chargers, maintenance garages capable of accommodating EV vehicles and buses, solar panels on the roofs of buildings, and shared fueling stations.

Our original RFP detailed 4 key phases for the Master Campus Plan: 1. Conceptual 2. Schematic 3. Architectural 4. Bidding and Oversight. This Agreement with Bowen is for Phase 2, Schematic Design. Bowen has provided the final conceptual report for our transit campus and has performed great work. Their conceptual report of our campus covers our desired outcomes. The conceptual Master Plan is attached to the proposal.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 424-2323 or jkindseth@decaturil.gov, Lacie Elzy at 424-3559 or L.Elzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Execute Professional Services Agreement for Transit Campus Master Plan.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES FOR PHASE II
SCHEMATIC DESIGN OF THE TRANSIT CAMPUS MASTER PLAN WITH
RICHARD L. BOWEN & ASSOCIATES, INC.**

WHEREAS, The City of Decatur, Illinois, an Illinois municipal corporation and body politic (“City”) is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires a schematic design for the transit campus; and,

WHEREAS, the City finds that this agreement with Richard L. Bowen & Associates, Inc provides the desired outcomes for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. That the agreement for professional services for a schematic design for the Decatur Transit with Richard L. Bowen & Associates, Inc. as attached, and the same is hereby, received, placed on file, and approved.

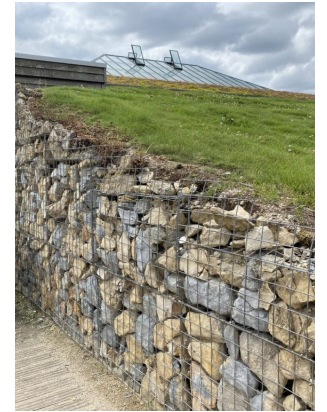
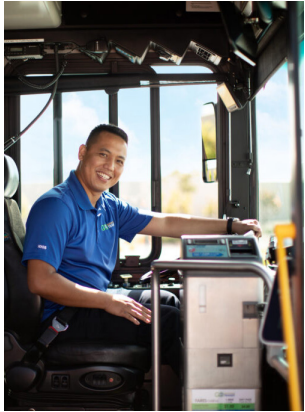
Section 2. That the Mayor and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal and attest an Agreement between the City of Decatur, Illinois and Richard L. Bowen & Associates Inc, for the schematic design plan, as specified in their proposal.

PRESENTED AND ADOPTED this 6th day of November 2023

Mayor, Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk



DECATUR PUBLIC TRANSIT CAMPUS MASTER PLAN

FINAL CONCEPTUAL REPORT
JUNE 9, 2023

TABLE OF CONTENTS

2	INTRODUCTION & PROJECT NARRATIVE
3	SUSTAINABILITY & ENVIRONMENT GOALS
6	INDUSTRIAL EQUIPMENT
13	MECHANICAL, ELECTRICAL, PLUMBING, & FIRE SUPPRESSION REPORT
28	SITE CONDITIONS
37	PROPOSED SITE PLAN
45	SPACE PROGRAMMING
55	CONCEPTUAL PLAN DIAGRAMS
61	INDIVIDUAL CONCEPTUAL PLANS
67	CONCEPTUAL COST STUDY

PROJECT NARRATIVE

The proposed project is for the development of a new bus storage and maintenance campus for the Decatur Public Transit System (DPTS) in Decatur, Illinois. The existing site is bounded to the north by E. Wood St., the east by railroad tracks, to the south by E. Decatur St. and the west by S. Franklin St. and houses several existing transit structures, as well as some industrial buildings to the south that were just recently purchased. These current structures were found to either be in disrepair, or simply not properly aligned with the overall long-term master plan for the site. Therefore, they will be demolished in phases to make way for the construction of a new multi-structure, transit-based campus that will feature several new buildings and structures that include new:

- Administration Building
- Vehicle Maintenance Facility

- Automated Wash Facility for Buses, Trucks and Passenger Cars
- Diesel and Unleaded Fueling Island
- Vehicle Storage Building with a Driver Amenity & Dispatch Facility
- Prefabricated structures for the Department of Public Works (DPW) that include a 10,000sf Cold Storage Building and a Salt Storage Structure.

Proposed construction of the project will be done in (3) three phases.

Phase one of construction will include clearing the site of all existing structures except for the DPTS's current admin/ maintenance facility and building the following structures:

The new administrative building will provide improved office spaces, a large training/conference room and needed facility improvements for the DPTS's management team. The relocation from E. Wood St. to E. Macon St. will provide safer vehicle traffic flow to the site. The primary parking for the facilities is planned to be South of Macon St.

The adjacent vehicle maintenance facility is programmed for co-departmental use between DPTS and DPW with 6 dedicated bus maintenance bays for transit and 4 extended bays for the DPW. This facility will include state-of-the-art equipment to service and maintain the authority's fleet of buses.

To the east, the vehicle wash building and the fueling island will be designed to minimize environmental impact, using eco-friendly and water-conserving technologies.

With phase one complete, the DPTS will permanently move into their new administrative building and maintenance facility, where they can continue to service their buses and carry out their operations. Phase two of the project will then involve the

demolition of the authority's existing facility to make way for the construction of the new vehicle storage barn and drivers/ dispatch lounge facility. The new storage barn will be designed to accommodate the DPTS's growing fleet of buses, while the drivers/dispatch lounge will provide a comfortable and functional space for authority staff to rest and work.

Phase three will round out the site with the completion of the DPW's prefabricated buildings for salt, mulch, and cold storage. Bus access will extend south to E. Decatur St., establishing a new primary bus access drive on the eastern edge of the site, along the railroad tracks.

Sustainability will be a key focus of the project, including LEED certification. Solar panels will be a central element of the design for this campus, generating clean energy that can be used to power the DPTS's operations, reducing their reliance on non-renewable energy and minimizing Their carbon footprint. Energy-efficient lighting and HVAC systems will be implemented throughout to further reduce energy consumption. Water conservation measures, such as low-flow fixtures and possible rainwater collection system, will be incorporated into the design to minimize water usage and waste. Passive measures will also be considered to increase daylighting, thermal comfort, and indoor air quality for the users. Locally made building products will be selected wherever possible, along with products that are either recycled, or recyclable. Transit projects of this type have been able to achieve a LEED Silver certification, and in some instances even Gold. It will be the goal of the Bowen design team to achieve at least a Silver level for this project.

The new facility will provide modern, efficient, and sustainable space for the DPTS to carry out their operations for many decades to come. It will also benefit the local community by reducing the environmental impact of the authority's operations, improving the reliability and safety of public transportation, and creating jobs and economic growth in the region.

INTRODUCTION

DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

SUSTAINABILITY & ENVIRONMENT GOALS

APPROACH

The City of Decatur's Public Transit Campus Master Plan will be designed to meet the highest reasonable LEED Certification. Sustainability will be an integral part of the entire design and construction process for this project.

Decatur is committed to building a facility that is Sustainably designed, Energy and Water Efficient, Environmentally Conscious and Healthy for all of its occupants and users and will enhance the local community with its commitment to one of the highest levels of excellence a newly constructed building can achieve.

The Project Team has and will use the Integrated Process to evaluate and analyze many different options and features in the energy, water and site use categories in order to design the most efficient and sustainable building for the Owner. The MEP Engineers will provide the project Basis of Design (BOD) which will elaborate on systems selections throughout the mechanical, electrical and plumbing scopes of work as well as the geothermal system design and Building Automation Systems.



The project team will use comprehensive analysis and discussions to "Design with Purpose and Intent" in regards to sustainability best practices, stormwater and landscape strategies, transportation and access objectives, energy systems design, water use reduction by design and the selection of sustainable materials throughout the construction phase. Extensive efforts will be made in creating and maintaining the highest possible levels of Indoor Air Quality for building users to occupy.

Regularly occupied spaces will be provided with natural daylighting and quality views and occupants will have abundant options for controllability of their lighting and thermal controls for added comfort. Energy and water submetering will be utilized throughout the facility to gain a better understanding of primary uses and means to further reduce usage as needed. Demand Response systems will be incorporated to smart throttle building energy usage when the power grid is strained or overloaded. Construction waste and debris will be recycled to the maximum extent possible to reduce landfill wastes from the project and redirect those materials into the recycling stream. Along with these efforts, the new facility will also explore Solar PV Array technology which will be tied in to offset energy use and provide power for buses and vehicles.

A standard practice of Bowen is to incorporate green and sustainable design techniques into all of our projects regardless of LEED Certification goals

Bowen will look at all criteria to determine which sustainable avenues are possible and will produce a solid plan to implement each opportunity. Some of the sustainable techniques we plan to investigate include:

- Daylighting
- Sustainable materials
- Regional materials
- Products with recycled content
- Alternative energy systems
- Advanced building management systems
- Reduction of fresh water usage to below current requirements
- Reduction of energy use
- Indoor air quality
- Construction waste reduction plan



SUSTAINABILITY GOALS

The project shall be in accordance with the National Environmental Policy Act of 1969 (NEPA).

NEPA RED FLAG

LOCATION:

The proposed project is located at 555 East Wood St. Decatur, IL.

The proposed improvements will occur on Macon County parcel 04-12-14-302-010 (555 Wood St.) owned by City of Decatur. Municipal Zoning.

PROJECT SITE PRIMARY INFORMATION:

- The existing site is 4 acres with an administrative/maintenance facility, storage facility, outdoor fueling, and outdoor parking for paratransit vehicles.
- The city has recently acquired 5 acres adjacent to the transit facility.
- The current fleet consists of 35 vehicles comprised of automobiles, minivans, work trucks, and heavy-duty buses.
- Planned expansion in the next 10 years will increase the vehicle fleet to approximately 50 vehicles and shall include other forms of environmentally friendly transportation such as: electrical scooters and bicycles. The expansion shall also include facility design and accommodation of alternative fuel vehicles and buses.
- Total projected building area: 84,354 Sq. ft. includes Administration, vehicle maintenance, vehicle storage, vehicle wash, maintenance shop, fueling island, site considerations.

Acquisition of 3.7 acres was authorized under an FTA CATEX by email dated 9/2/22, based upon details provided by the City of Decatur in a letter dated 8/25/22. The 9/2/22 CATEX approval covered acquisition activities only. NEPA review is required for

construction activities on the site.

PRELIMINARY ENVIRONMENTAL REVIEW:

Publicly available data sources were reviewed to identify issues that may require consideration as part of the future National Environmental Policy Act (NEPA) review. The following information was collected to date:

- Floodplain – Based upon a review of the FEMA FIRM, the project is not within a floodplain (PANEL 17115C0305E eff. 6/7/2017). There will be no impacts on special flood hazard areas.
- Ecological Resources – No National Wetlands Inventory (NWI) wetlands are present. No streams are located on site, per USGS Stream Stats. There are no scenic rivers in the project area. The primary IPaC resource list search shows no critical habitat for Threatened and Endangered Species has been designated. A walkover is recommended during the NEPA review to verify and document that no ecological resources are present in the project area.
- Cultural Resources – According to the Historic & Architectural Resources Geographic Information System (HARGIS) database, no listed historic properties are available in or adjacent to the project area. Per the documentation for the land acquisition, no properties were listed or determined eligible for listing with a ¼ mile radius of the site. No historic impacts are anticipated.

- Regulated Materials – Phase I ESA (5/19/22) and Phase II ESA (9/15/22) reports were prepared as part of the prior 3.7-acre land acquisition. The site contains Recognized Environmental Conditions (REC) with results exceeding TACO Tier 1 remediations for several contaminants. The Phase II ESA recommended further investigations and remediation to achieve a No Further Remediation (NFR) letter.

Phase I ESAs will be conducted for the areas of potential property acquisition. The ESA reports will be reviewed for conditions to carry forward into construction activities on the site.

- Environmental Justice – The census tract containing the subject property has 1,049 total population including 65% people of color and 84% low income. The project will not displace any residences, disturb current employment, or impact any services and is not expected to have impacts on Environmental Justice populations.

NEPA

DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

INDUSTRIAL EQUIPMENT

INTERVIEWS AND FACILITY SURVEYS:

The first step in program development is to understand the functional requirements for the new facility. The design team met with and interviewed key City of Decatur (City) staff and toured the existing facilities on December 14, 2022. Information obtained during the interviews included the City's vision for the new facility; fleet information; proposed staffing levels for operations, maintenance, storeroom, services areas, and facility maintenance; proposed fueling requirements; future space needs; and an understanding of the current and planned vehicle maintenance and servicing functional requirements. After completion of interviews, the following facilities were surveyed:

- The Decatur Mass Transit Facility
- The Bus Storage Garage
- The Tommy House facilities recently purchased.
- The Public Works Facility
- The Multi-Modal Transportation Building

During the tours function work areas were observed, and functional adjacencies were discussed.

Functional Work Areas

Development of the Functional Work Areas to be included in the new facility is based on the functions currently performed at the City, facilities surveyed, as well as those planned for the future. The new maintenance facilities will include the following areas: Administration, Vehicle Maintenance, Vehicle Storage, Vehicle Wash, Fueling Island, DPW Cold Storage, and Salt Storage. The general requirements for each of the functional areas were developed to include offices, shops and support areas. The Vehicle Maintenance, Vehicle Storage, Vehicle Wash, and Fueling are described below. While the equipment required for each area was not discussed in detail at the original interviews, equipment recommendations are included below. Equipment will be confirmed after the Conceptual Design Submittal is reviewed with the City.

VEHICLE MAINTENANCE:

The Maintenance Department is responsible for keeping buses ready for revenue service. Preventive and scheduled maintenance as well as unscheduled maintenance including bus minor and major repairs are performed in the garage. Maintenance activities performed generally include the following:

- Periodic service checks and preventive maintenance inspections
- Lubrication fluid topping
- Tire inspection and change-out (may be contracted out)
- Battery charging and / or replacement
- Changing of motor oil, gear oils, grease and antifreeze
- Engine tuning
- Minor body repair
- Brake inspection, adjustment and replacement
- HVAC equipment check and service
- Minor electrical repair work
- Chassis wash - high-pressure washing of engine compartment and undercarriage
- Component change-out
- Minor component repair

In addition to performing bus maintenance in this building, bays are provided to repair Department of Public Works (DPW) vehicles, should the DPW facility need additional bay space. Listed below are the functional work areas provided in Vehicle Maintenance.

TIRE STORAGE:

Tires are received from a vendor mounted and balanced. Tire storage racks are proposed to store the various size tires needed for the fleet.

LUBE ROOM:

The lube / compressor room will include the air compressor, drums or aboveground storage tanks for lubricating fluids, and pumps. Lubricating fluid utilization will be requested and reviewed in the next phase of the project. Drums, tanks and pumps will be recommended based on the type and quantity of fluids currently used.

DIAGNOSTIC TOOL STORAGE:

Storage shelving or cabinets will be provided for the storage of diagnostic tools used for vehicle maintenance.

SHOP AREA AND MAINTENANCE SHOP:

Component repair will occur in the smaller Shop Area and larger Maintenance Shop. It is anticipated that workbenches, drill press, dual grinder with dust collector, and parts washers will be located in these areas. Larger shop equipment may be required based on the activities to be performed in these areas.

INDUSTRIAL EQUIPMENT

MAINTENANCE BAYS:

A mix of flat bays and lift bays are recommended for bus maintenance. Inspection pit(s) may also be provided if desired by the City. There are a several vehicle lift types that can be provided to meet maintenance requirements. They include inground piston lifts, inground scissors lifts, platform lifts, mobile column lifts and two post lifts for smaller vehicles. These lift options are discussed briefly below. Lift selection will be discussed with the City following this Conceptual Design submission.

The maintenance bays will include lubricating fluid reels shared between two bays, to accommodate fluid replacement / topping. Exhaust removal reels will be provided to remove exhaust when a bus is running. Fall arrest systems are recommended in several of the bus maintenance bays (as a minimum) for current and future rooftop work. Work on future battery electric buses will require specific safety concerns to be addressed. Due to possible arc flash when working at the battery compartment, the fall arrest needs to accommodate two people. It is recommended that a dual track be provided to allow them to bypass each other. Arc flash rated self-retracting lifelines and harnesses are recommended. Arc flash rated equipment is required for inspection or maintenance of rooftop batteries on battery electric buses. An alternative to the fall arrest system is to utilize portable scaffold fully surrounding the bus. A disadvantage to the use of portable scaffolding is that it sits in the space around the bus when in use. This makes it difficult to provide routine maintenance in this bay when scaffold is on place. Scaffold then requires storage space when not in use.

One or two bays may also include a monorail to accommodate removal of rooftop equipment. The monorail(s) will be provided in bays with fall arrest or scaffolding.

Heavy duty rolling workbenches are recommended along with a few parts washers. An oil filter crusher and waste oil pump can be centrally located to accommodate removal of waste oil from the rolling oil drain pans and transfer this to a waste oil tank in the lube room. Stand up desks for work order entry can be located in the shop. Discussions are needed on relocation or replacement of existing equipment, including smaller shop equipment such as rolling drain pans, coolant recyclers, tripods, ladders, etc.

LIFT OPTIONS:

The inground piston lift, shown in Figure 1 below, can be provided in a seamless steel cassette that is fully contained or without the cassette. This lift requires a pit that is approximately 69" deep. It can accommodate a variety of wheelbases and vehicle weights.

FIGURE 1: INGROUND PISTON LIFT



The inground scissors lift, shown in Figure 2 below, is a drop in/ bolt in design. This lift requires a pit that is approximately 34" deep. It can accommodate a variety of wheelbases and vehicle weights.

FIGURE 2: INGROUND SCISSORS LIFT



INDUSTRIAL EQUIPMENT

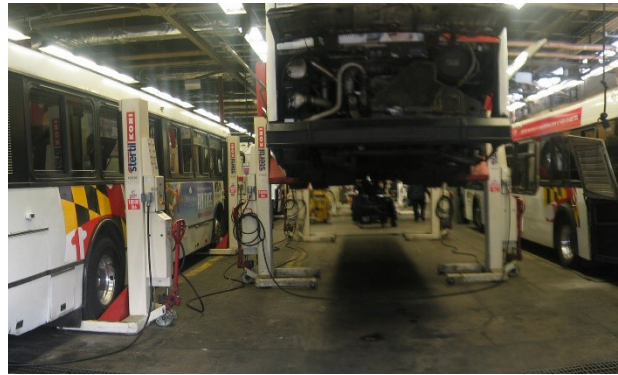
This Platform Lift, shown in Figure 3 below, is a true vertical lift platform and includes two independent runways, vertical lifting, with no crossbeams, overhang or base frame and provides free access to all sides of the vehicle. It can be installed in an approximate 16" shallow pit for a flush mount installation or can be surface mounted. The lift can accommodate a variety of wheelbases and vehicle weights.

FIGURE 3: PLATFORM LIFT



Mobile Column Lifts, shown in Figure 4 below, accommodate lifting of a wide range of vehicles quickly and efficiently. They can be provided wired or wireless. They require no pit and can be moved out of the maintenance bay when not in use.

FIGURE 4: MOBILE COLUMN LIFT



The 2 post lift, shown in Figure 5 below, is designated to pick up smaller vehicles including vans, automobiles, relief vehicles, SUVs, smaller pickup trucks etc. They can be provided with or without the cross beam.

FIGURE 5: TWO POST LIFT



INDUSTRIAL EQUIPMENT

DPW MAINTENANCE BAYS:

The DPW Maintenance Bays are provided to accommodate maintenance options for overflow from the DPW facility. They can be outfitted with much of the same equipment discussed above including vehicle lifts, central fluid distribution system, mobile or fixed workbenches.

PARTS STORAGE:

The storeroom houses the spare parts used for bus maintenance as well as consumables for the facility. Typically, the number and size of bus parts grows with each new bus purchase. The storeroom layout will need to accommodate this variety of parts that need to be stored. These storage options can be discussed for the new storeroom following the Conceptual Design submittal.

Small parts can be stored effectively in modular drawers or storage shelving with a few built-in drawers. While high density storage options are available for both small and large parts, including vertical storage and retrieval units, the upfront cost for this equipment often eliminates this storage option. A mix of modular drawers, shelving units, bulk storage racks and pallet racks is recommended for the storeroom.

The loading dock requirements for parts deliveries will be discussed during our next meeting.

TOOLBOX STORAGE:

Toolboxes will be stored in this area when not being used. Power will be provided to charge portable tools.

BATTERY & EQUIPMENT STORAGE:

Cabinets and shelving are proposed to be provided in this battery and equipment storage area.

VEHICLE STORAGE:

The vehicle storage area includes the Dispatch, Micromobility, Training and Safety Offices. Support areas include the Training Room, Fitness Room, and welfare spaces and lounge to support the drivers. The lounge provides an area for the operators to congregate before reporting for service and between scheduled runs. It also includes a kitchenette and recreation area.

The mechanical room will support the bus Drivers and Dispatch area as well as the Vehicle Storage and accommodate mechanical and electrical space, as needed.

Until the City goes cashless, fareboxes will be emptied while buses are in the storage garage. This is done several times a week. A Vault Room is provided for storage of the vaults in the Drivers and Dispatch area.

Indoor parking is provided for fixed route buses, paratransit buses, minivans, over the road buses, non-revenue vehicles (cars, minivans, etc.) and space for future scooter parking and charging.

FUELING:

Buses are fueled when they enter the site after route service. A covered fueling area with two islands and two diesel dispensers will be provided. Non-revenue and city vehicles can be fueled on site and a minimum of one gasoline dispenser is anticipated to be provided on each fuel island. Aboveground storage tanks will be provided for diesel fuel and gasoline.

WASH BUILDING:

Transit buses are washed daily after route service. Outside entities will also be provided with the opportunity to wash their vehicles on site. This includes trucks as well as police vehicles and other non-revenue vehicles. The City has requested three (3) wash bays, one for buses, one for trucks and one for cars.

WASHER OPTIONS:

There are many options available for vehicle wash equipment. The major bus and truck washer manufacturers include N/S Corporation, InterClean, Ross & White, Westmatic and Whiting. These manufacturers offer a variety of washer types including:

- Drive through wash systems with brushes, refer Figure 6
- Drive through touchless washers, which clean using high pressure sprays, refer to Figure 7
- Gantry washers, where a vehicle pulls in and stops. A gantry then moves over the vehicle multiple times, washing and rinsing it. It is available with either brushes or high pressure spray, refer to Figure 8

A drive through hybrid four brush bus wash system with high pressure spray and undercarriage and wheel washers is recommended for the bus wash bay. It is advantageous to wash buses with brushes as the friction helps to loosen the dirt. The addition of a high pressure spray will assist in cleaning some of the body on chassis vehicles that are not as rectangular as a bus. Trucks come in many different sizes and configurations, therefore a washer with brushes is not recommended for the truck wash system, as it will not clean most of the truck types. A drive through touchless wash system is recommended for the truck wash bay.

INDUSTRIAL EQUIPMENT

Car wash systems can be provided with equipment that uses brushes, refer to Figure 9, or is touchless and cleans with high pressure sprays, refer to Figure 10. The car wash system can also be a gantry system with brushes or touchless cleaning, refer to Figure 11. Further discussions are needed on the types of vehicles that will use this washer before a recommendation can be made on the type of car wash system to recommend. Water reclaim systems will be provided to allow wash water to be recycled and reused. Most water reclaim systems can reclaim 80% of the wash water, thus reducing the amount of city water used for each wash.

FIGURE 6: DRIVE THROUGH WASHER WITH BRUSHES



FIGURE: 7 DRIVE THROUGH TOUCHLESS WASHER



FIGURE 8: GANTRY WASHER



INDUSTRIAL EQUIPMENT

A chassis wash bay is provided to manually clean the undercarriage of the bus. A wash bay rated vertical platform lift is recommended to lift the bus to allow for cleaning of the undercarriage. The platform lift is adapted for wet environments with hot dip galvanized platforms, wheel chocks, and transition plates. The upper and lower locking mechanisms and pull bar for scissors assembly are cold galvanized with a zinc rich primer. The leg assemblies are coated with a three-part mono pox coating designed and applied for submerged steel applications. The control box enclosure includes a hinged cover for lamps and buttons and is stainless steel. A new electric hot water pressure washer is proposed with 1 remote control station and 2 hose reels with wands in the bay. This will ensure that the undercarriage can be washed as well as provide the ability to manually wash the entire bus, if needed. A center trench drain with collection pit will allow the water to drain from the slab and separate before going to the oil water separator. This collection pit can also provide a location for cleaning large parts.

FIGURE 9: CAR WASH SYSTEM WITH BRUSHES



FIGURE 10: TOUCHLESS CAR WASH SYSTEM



FIGURE 11: GANTRY CAR WASH SYSTEM



INDUSTRIAL EQUIPMENT

DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE SUPPRESSION REPORTS

FIRE SUPPRESSION (GENERAL):

Fire suppression systems shall be provided throughout proposed buildings as required by the 2015 International Building Code (IBC) and shall be designed and installed per NFPA 13 – standard for the installation of sprinkler systems as adopted by the city of Decatur. While not specifically required per the IBC, sprinkler protection shall be provided in the car wash & breakroom and truck/bus wash building. Automatic sprinkler protection is not required and shall not be provided for the salt storage building, or cold storage building. It should be noted that the intended use of the cold storage building does not include the storage of commercial motor vehicles. In the event commercial motor vehicles are stored inside this building, an automatic fire sprinkler system would be required.

All fire suppression systems on site shall be supplied from the municipal water mains. In the event a private fire main is required on site to supply private fire hydrants, this main may be used to supply suppression systems in lieu of public mains. Potable water supplies for automatic sprinkler systems shall be protected against backflow in accordance with Illinois Plumbing Code and local water purveyor cross-connection requirements. Backflow prevention shall be achieved through the use of double check detector valves installed within the buildings. If a private fire service main is provided, a master backflow prevention device shall be provided in a vault or in an above ground hot box at the nearest location to the connection to the public water works.

Automatic wet pipe sprinkler systems shall be provided throughout the drivers & dispatch building and administration building. Each system shall be supplied from a dedicated riser consisting of, at minimum, a supervised control valve, water flow switch, and test and drain valve and shall supply no more than 52,000 square feet. Piping 2 inches and larger shall

be schedule 10 black steel with grooved fittings and piping 1-1/2 inches and smaller shall be schedule 40 black steel with threaded fittings.

Automatic dry pipe sprinkler systems shall be provided throughout all other buildings to avoid freezing. Each system shall be supplied from a dedicated riser consisting of, at minimum, a supervised control valve, differential type dry pipe valve with required trim including supervisory and alarm pressure switches and shall supply no more than 52,000 square feet. All piping shall be schedule 40 black steel with cut grooved or threaded fittings. The use of schedule 10 piping, galvanized piping, or roll grooving shall not be permitted. Nitrogen shall be utilized as the supervisory air and shall be sourced from dedicated nitrogen generators installed adjacent to all dry pipe risers. Where multiple dry risers exist within a given building, a single nitrogen generator may supply multiple risers.

All valves which can isolate flow to one or more sprinklers and all flow and pressure switches shall be electrically supervised by a listed fire alarm control unit. An approved audible device, located on the exterior of each protected building, shall be activated by water flow equivalent to the flow of a single sprinkler. Where a fire alarm system is installed, actuation of an automatic sprinkler system shall actuate the corresponding building fire alarm system.

ADMINISTRATION OFFICE (9,610 Square feet)

PLUMBING:

Incoming domestic water service will be independent, or a combination service with Fire Suppression. A water meter will be installed within a pit outside or within the dedicated mechanical room inside the building. A reduced pressure backflow preventer will be installed within the dedicated mechanical room inside the building, to provide metering and backflow protection as required by local water department standards. Flow test information for domestic water needs will be obtained as mentioned above.

Sizing the domestic cold water piping distribution system will be established by diversified flow, based on fixture count and supply fixture units, and equipment requirements.

New building will be equipped with a domestic water softener, domestic water heater(s), expansion tank, hot water recirculation pump, to be sized at a later time. New floor drains, hose bibbs, wall hydrants and interior/exterior cleanouts will be provided as required.

Plumbing fixtures will be vitreous china (toilets, lavs, and urinals) and stainless steel (breakroom). Mop basins will be molded stone construction. Water coolers will be HI/LO, ADA with bottle filler, self-contained and refrigerated style. Flush valves and faucets will be rough brass finish. All fixtures, flush valves and faucets will be water conservation design to meet national and local codes. Where so designated, fixtures and faucets will be ADA compliant design. Flush valves in public toilet rooms will be manual flush. Faucets in public toilet rooms will be manual. Water supplies to all public hand washing facilities will be equipped with water temperature limiting devices in compliance with ASSE 1070

MECH. ELEC. PLUMB. & FS. REPORT

The sanitary building drainage system will collect and convey waste from plumbing fixtures, drains, plumbing equipment, and other sanitary waste sources in the facility, and will extend to the site sanitary piping through a gravity sanitary building drain sloped at minimum 1/8" per foot. The total number of fixture units for the building will be determined by drainage fixture unit method. Sizing of the sanitary piping systems will be as required by the Plumbing Code.

Roof/Storm drainage system will be an internal system or a gutter system, TBD at a later date.

MECHANICAL:

The general building HVAC system will consist of the following systems to address varying aspects of the building:

- Packaged rooftop air-handling units will be used to handle building space temperature and conditioning the ventilation air.
- VAV with electric reheat will be utilized to handle the individual space control.
- Split systems will be utilized for conditioning critical spaces requiring 24/7 operation.
- Exhaust fans will exhaust toilet rooms, janitor closets, and storage rooms per ASHRAE 62.1 to the outdoors.
- Electric unit heaters will provide supplemental heat at entrances.

The packaged rooftop air-handling units will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer
- MERV 8 and MERV 13 filtration
- Packaged DX cooling
- Supply fan with VFD or ECM motor

- Gas or electric heating coil

Supply air temperatures will be 55°F to 60°F based on outdoor air temperature, as appropriate for the distribution system and the application.

Airflow and temperature to each zone will be controlled using pressure independent, single duct VAV (Variable Air Volume) terminal units with electric reheat coils. Air terminal units will utilize DDC controllers. Each zone will have a box with individual temperature control, velocity sensor and discharge air sensor. Zones will have common thermal and solar exposures to ensure proper temperature and humidity control.

Return air systems will utilize the space above ceilings as a return air plenum.

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

Supply air ductwork will be externally insulated. Return air ductwork will be internally lined at the unit. Transfer air ductwork will be internally lined.

The major Building HVAC systems will be controlled via a Direct Digital Control (DDC) Automatic Temperature Control (ATC) system. The DDC system will be open protocol type communicating to the central monitoring station utilizing "Building Controllers" with BACNET over Ethernet protocol and connected to the CITY Ethernet Network. The "Building Controllers" will communicate to Unitary Controllers serving

specific pieces of HVAC equipment via a BACNet MS/TP communication protocol. The system will be Web-enabled to permit navigation with graphical system information resident on the "Building Controller". Automatic devices, such as dampers, valves, actuators, etc. will be electronic DDC type; pneumatic actuation will not be utilized.

ELECTRICAL:

The incoming electrical service will be new and dedicated to the Administration building. New medium voltage conductors will run overhead from utility company riser poles and drop underground to an exterior pad mounted transformer. The secondary voltage from the pad mount transformers will be 277/480V. The conductors from the transformer's secondary will then extend underground into the building. Scope includes but is not limited to new primary underground ducts, trenching, handholes, manholes, pads for transformers, underground secondary ducts, secondary cable to the location of the metering and secondary distribution units, and provisions for metering.

The electrical distribution throughout the building will consist of a Main Distribution Panelboard (MDP) at 277/480V – 3Ph sized based on the NEC demanding of the building's electrical loads. Sub-distribution 277/480V panels will be utilized to serve mechanical equipment and plumbing equipment. Step down transformers will be used to feed 120/208V Wye branch panelboards to serve IT, receptacles, miscellaneous equipment, and lighting loads.

The fire alarm system for the Administration building will be fully addressable. Audible and visual notification devices will be located in accordance with NFPA 72 and provide full audible and visual notification in all public areas. Initiating devices such as smoke detectors, pull stations, and flow switches will be located per NFPA 72 as required. A Knox box for fire department entry will be located per the local AHJs direction. A central fire alarm

MECH. ELEC. PLUMB. & FS. REPORT

panel will be provided in the main electrical room, with a remote annunciator panel located in the main entry area.

Local lighting controls with automatic on/off will be provided in offices, restrooms, meeting rooms, and storage rooms. In larger public spaces lighting controls will be automated via a lighting control panel using time of day to turn the lighting on and off; local occupancy sensors will be used to override the control panel after hours. 0-10V dimming will be provided in workspaces such as private offices, open offices, and meeting rooms.

Emergency lighting will be achieved by using integral battery back-up fixtures and be provided throughout the Administration building to achieve code minimum light levels.

A solar production report will be generated to determine the efficacy of a solar array installed on the roof of the Administration building. The PV system will be designed by others to meet the programming and budgetary constraints of the project and optimized for maximum energy generation. The solar panel array, AC/DC inverter, and associated cabling between the solar panels and the inverter shall be by the solar representative. The Electrical Contractor will be responsible for pathways and infrastructure to tie in the solar representative's PV system to the building electrical distribution system. Power generated by the array will be put back on the main electrical distribution system for the facility to reduce the amount of utility power utilized from the electrical grid.

TECHNOLOGY:

The master plan is intended to follow the most current Bicsi Infrastructure Technology Design Standards and Decatur Transit Authority Requirements.

The master plan design will include a space for a new main telecommunications equipment room (MER). This space will be utilized to secure the network equipment (Servers, fiber optic distribution switch, network switches, phone system, access control, video surveillance, etc.). This room will include equipment rack/cabinets, overhead ladder rack for routing the data cables, vertical cable organizers and horizontal cable wire management. The design will include new fiber enclosures and patch panels for the fiber and copper terminations. This room will also include plywood backboards on all walls to allow access control panels, associated power supplies and ancillary equipment to be installed.

The new data cabling infrastructure will be category 6 rated UTP cable and terminated with new devices. The design will include two cables to each outlet. Additional cables may be required at various outlets depending on the spaces and their use.

Cable tray will be included above the ceiling for proper support for the new category 6 cabling. The cable tray will be placed from the telecommunications equipment room and along corridors. A J-Hook type support system will be utilized for the cables from the cable tray to the telecommunications outlets.

Typical outlet locations will have a 4-11/16 square back boxes with 1-gang mud-rings and one gang faceplates to secure the jack modules. The back boxes will be connected with a 1 inch conduit to the nearest accessible ceiling. Larger conduit may be required depending on quantities of category 6 cables required at a specific location.

The design intent of the master plan is to include a campus fiber optic backbone infrastructure from the new main telecommunications equipment room (MER) located in the Administration Building providing a network connection to the new telecommunications rooms (TRs) located in the various

out buildings. The fiber optic backbone will be comprised of multimode and/or singlemode cable.

Underground conduits will be required for the Telecommunications Service Provider. The conduits will be routed from a designated point-of-entry on the property to the new main telecommunications equipment room (MER).

Underground conduits and in-ground vault(s) will be required for the outside plant (OSP) campus fiber optic backbone infrastructure. The underground conduits will be routed from the new main telecommunications equipment room (MER) to the various new out buildings providing a secure pathway for the network connection.

Audio-visual systems and associated AV cabling will be included in the master plan design for various conference rooms, training rooms and meeting spaces. Options include flat panel monitors (displays) and video projectors.

The master plan design includes a new paging system. This will allow notifications/communications via phone handsets to various offices and the capability to notify/communicate to larger spaces via overhead indoor and outdoor speakers.

Wireless Solution - A wireless survey will be included in the new design. The survey will utilize specific software to indicate proper placement of the wireless access points for coverage inside the Administration Building.

New network equipment (PoE switches), wireless access points, voice (telephone) handsets, etc. for this project will need to be considered.

The master plan intent is to include a design for a new Security Management System (SMS) with new access control devices

MECH. ELEC. PLUMB. & FS. REPORT

(card readers and intercom), controllers and software and include the necessary cabling/wiring and power supplies to operate the system.

An intrusion detection system with motion detection (PIR), siren and keypad devices should also be considered in the design.

The master plan intent is to design a new Video Surveillance System with IP base video cameras including video recording capabilities, software and the necessary cabling to operate the system. Cameras will be shown at various locations inside the facility as well as coverage on the exterior building.

VEHICLE MAINTENANCE (25,750 Square feet) & BREAK AREA (1,825 Square Feet)

PLUMBING:

Incoming domestic water service will be independent, or a combination service with Fire Suppression. A water meter will be installed within a pit outside or within the dedicated mechanical room inside the building. A reduced pressure backflow preventer will be installed within the dedicated mechanical room inside the building, to provide metering and backflow protection as required by local water department standards. Flow test information for domestic water needs will be obtained as mentioned above.

Sizing the domestic cold water piping distribution system will be established by diversified flow, based on fixture count and supply fixture units, and equipment requirements.

New building will be equipped with a domestic water softener, domestic water heater(s), expansion tank, hot water recirc pump, compressed air system (confirm with users), solids interceptor and oil/water separator, to be sized at a later time.

New floor drains, hose bibbs, wall hydrants and interior/exterior cleanouts will be provided as required.

The sanitary building drainage system will collect and convey waste from plumbing fixtures, drains, plumbing equipment, and other sanitary waste sources in the facility, and will extend to the site sanitary piping through a gravity sanitary building drain sloped at minimum 1/8" per foot. The total number of fixture units for the building will be determined by drainage fixture unit method. Sizing of the sanitary piping systems will be as required by the Plumbing Code.

An oil/water interceptor will be designed to collect and separate any oil waste produced in the building prior to discharge to sanitary sewer system.

Plumbing related to this scope will comply with the Illinois Plumbing Code and applicable versions of NFPA 30A – Code For Motor Fuel Dispensing Facilities and Repair Garages

Roof/Storm drainage system will be an internal system or a gutter system, TBD at a later date.

MECHANICAL:

The general building HVAC system will consist of the following systems to address varying aspects of the building:

- Make-up air units will deliver code required ventilation air to the maintenance bays and parts storage with no active cooling during the summer and tempered air during the winter.
- Dedicated vehicle exhaust systems will provide point of use containment.
- General exhaust fans will provide general exhaust for the maintenance bays and parts storage.
- A gas detection system will operate the ventilation systems

automatically if contaminants are detected.

- Exhaust fans will exhaust toilet rooms and locker rooms per ASHRAE 62.1 to the outdoors.
- A packaged rooftop air-handling unit will be used to handle building space temperature and conditioning the ventilation air for the lounge, locker room and adjoining spaces.
- VAV with electric reheat will be utilized to handle the individual space control served by the packaged rooftop air-handling unit.
- Electric unit heaters will provide supplemental heat at entrances.

The make-up air units will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer
- MERV 8 and MERV 13 filtration
- Supply fan with VFD or ECM motor
- Gas or electric heating coil

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

For the shop and storage area, the supply air ductwork will be exposed sheet metal. Return air ductwork will be internally lined at the unit.

MECH. ELEC. PLUMB. & FS. REPORT

The packaged rooftop air-handling unit will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer
- MERV 8 and MERV 13 filtration
- Packaged DX cooling
- Supply fan with VFD or ECM motor
- Gas or electric heating coil

Supply air temperatures will be 55°F to 60°F based on outdoor air temperature, as appropriate for the distribution system and the application.

Airflow and temperature to each zone will be controlled using pressure independent, single duct VAV (Variable Air Volume) terminal units with electric reheat coils. Air terminal units will utilize DDC controllers. Each zone will have a box with individual temperature control, velocity sensor and discharge air sensor. Typically, a zone will consist of approximately 750 square feet. Zones will have common thermal and solar exposures to ensure proper temperature and humidity control.

Return air systems will utilize the space above ceilings as a return air plenum.

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

Supply air ductwork will be externally insulated. Return air ductwork will be internally lined at the unit. Transfer air

ductwork will be internally lined.

The major Building HVAC systems will be controlled via a Direct Digital Control (DDC) Automatic Temperature Control (ATC) system. The DDC system will be open protocol type communicating to the central monitoring station utilizing "Building Controllers" with BACNET over Ethernet protocol and connected to the CITY Ethernet Network. The "Building Controllers" will communicate to Unitary Controllers serving specific pieces of HVAC equipment via a BACnet MS/TP communication protocol. The system will be Web-enabled to permit navigation with graphical system information resident on the "Building Controller". Automatic devices, such as dampers, valves, actuators, etc. will be electronic DDC type; pneumatic actuation will not be utilized.

ELECTRICAL:

The incoming electrical service will be new and dedicated for the Vehicle Maintenance building. New medium voltage conductors will run overhead from utility company riser poles and drop underground to an exterior pad mounted transformer. The secondary voltage from the pad mount transformers will be 277/480V. The conductors from the transformer's secondary will then extend underground into the building. Scope includes but is not limited to new primary underground ducts, trenching, handholes, manholes, pads for transformers, underground secondary ducts, secondary cable to the location of the metering and secondary distribution units, and provisions for metering.

The electrical distribution throughout the building will consist of a Main Distribution Panelboard (MDP) at 277/480V – 3Ph sized based on the NEC demanding of the building's electrical loads. Sub-distribution 277/480V panels will be utilized to serve mechanical equipment and plumbing equipment. Step down transformers will be used to feed 120/208V Wye branch

panelboards to serve IT, receptacles, miscellaneous equipment, and lighting loads.

The fire alarm system for the Vehicle Maintenance building will be fully addressable. Audible and visual notification devices will be located in accordance with NFPA 72 and provide full audible and visual notification in all public areas. Initiating devices such as smoke detectors, pull stations, and flow switches will be located per NFPA 72 as required. A Knox box for fire department entry will be located per the local AHJs direction. A central fire alarm panel will be provided in the main electrical room, with a remote annunciator panel located in the main entry area.

Local lighting controls with automatic on/off will be provided in offices, restrooms, meeting rooms, and storage rooms. In larger public spaces lighting controls will be automated via a lighting control panel using time of day to turn the lighting on and off; local occupancy sensors will be used to override the control panel after hours. 0-10V dimming will be provided in workspaces such as private offices, open offices, and meeting rooms. The vehicle maintenance areas will have line voltage switching for different bays with a master station capable of overriding the local controls.

Emergency lighting will be achieved by using integral battery back-up fixtures and be provided throughout the Vehicle Maintenance building to achieve code minimum light levels.

A solar production report will be generated to determine the efficacy of a solar array installed on the roof of the Vehicle Maintenance building. The PV system will be designed by others to meet the programming and budgetary constraints of the project and optimized for maximum energy generation. The solar panel array, AC/DC inverter, and associated cabling between the solar panels and the inverter shall be by the solar representative. The Electrical Contractor will be responsible for

MECH. ELEC. PLUMB. & FS. REPORT

pathways and infrastructure to tie in the solar representative's PV system to the building electrical distribution system. Power generated by the array will be put back on the main electrical distribution system for the facility to reduce the amount of utility power utilized from the electrical grid.

TECHNOLOGY:

The master plan is intended to follow the most current Bicsi Infrastructure Technology Design Standards and Decatur Transit Authority Requirements.

The master plan design will include space(s) for telecommunications rooms (TRs). These rooms will include equipment rack/cabinets, overhead ladder rack for routing the data cables, vertical cable organizers and horizontal cable wire management. The design will include new fiber enclosures and patch panels for the fiber and copper terminations. These room(s) will also include plywood backboards on all walls to allow access control panels, associated power supplies and ancillary equipment to be installed.

The new data cabling infrastructure will be category 6 rated UTP cable and terminated with new devices. The design will include two cables to each outlet. Additional cables maybe required at various outlets depending on the spaces and their use.

A J-Hook type support will be utilized for the cables to the telecommunications outlets.

Typical outlet locations will have a 4-11/16 square back boxes with 1-gang mud-rings and one gang faceplates to secure the jack modules. The back boxes will be connected with a 1 inch conduit to the nearest accessible ceiling. Larger conduit may be required depending on quantities of category 6 cables.

The master plan intent is to design a fiber optic backbone connection from the new Vehicle Maintenance Building TR(s) to the MER in the new Administration Building. The fiber optic backbone will be comprised of multimode and/or singlemode cable.

The master plan includes a connection to the new paging system located in the Administration Building. This will allow notifications/communications via phone handsets to various offices and the capability to notify/communicate to larger spaces via overhead indoor and outdoor speakers.

Wireless Solution - A wireless survey will be included in the master plan. The survey will utilize specific software to indicate proper placement of the wireless access points for coverage inside the Vehicle Maintenance Building. Wireless coverage should be considered for the outside area of the Vehicle Maintenance Building.

New network equipment (PoE switches), wireless access points, voice (telephone) handsets, etc. for this project will need to be considered.

The master plan design would include new access control devices (card readers and intercom), including the necessary cabling/wiring and power supplies to operate the system devices. These will be connected to the Security Management System located in the Administration Building.

An intrusion detection system with motion detection (PIR), siren and keypad devices should also be considered.

The master plan intent is to design video surveillance coverage inside as well as the exterior of the building. These cameras will be connected via the network to the recording equipment located in the Administration Building.

VEHICLE STORAGE (34,720 Square Feet) W/ DRIVERS & DISPATCH (5,610 SQUARE FEET)

PLUMBING;

Incoming domestic water service will be independent, or a combination service with Fire Suppression. A water meter will be installed within a pit outside or within the dedicated mechanical room inside the building. A reduced pressure backflow preventer will be installed within the dedicated mechanical room inside the building, to provide metering and backflow protection as required by local water department standards. Flow test information for domestic water needs will be obtained as mentioned above.

Sizing the domestic cold water piping distribution system will be established by diversified flow, based on fixture count and supply fixture units, and equipment requirements.

New building to be equipped with a domestic water softener, domestic water heater(s), expansion tank, hot water recirc pump, compressed air system (confirm with users), solids interceptor and oil/water separator, to be sized at a later time. New floor drains, hose bibbs, wall hydrants and interior/exterior cleanouts will be provided as required.

The sanitary building drainage system will collect and convey waste from plumbing fixtures, drains, plumbing equipment, and other sanitary waste sources in the facility, and will extend to the site sanitary piping through a gravity sanitary building drain sloped at minimum 1/8" per foot. The total number of fixture units for the building will be determined by drainage fixture unit method. Sizing of the sanitary piping systems will be as required by the Plumbing Code.

MECH. ELEC. PLUMB. & FS. REPORT

An oil/water interceptor will be designed to collect and separate any oil waste produced in the building prior to discharge to sanitary sewer system.

Plumbing related to this scope will comply with the Illinois Plumbing Code and applicable versions of NFPA 30A – Code For Motor Fuel Dispensing Facilities and Repair Garages

Roof/Storm drainage system will be an internal system or a gutter system, TBD at a later date.

MECHANICAL:

The general building HVAC system will consist of the following systems to address varying aspects of the building:

- For vehicle storage, make-up air units will deliver code required ventilation air to the space with no active cooling during the summer and tempered air during the winter.
- For vehicle storage, general exhaust fans will provide general exhaust for the overall space.
- For Driver & Dispatch, packaged rooftop air-handling units will be used to handle building space temperature and conditioning the ventilation air.
- For Driver & Dispatch, VAV with electric reheat will be utilized to handle the individual space control.
- Exhaust fans will exhaust restroom, locker rooms, showers, janitor closets, and storage rooms per ASHRAE 62.1 to the outdoors.
- Electric unit heaters will provide supplemental heat at entrances.

The make-up air units will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer
- MERV 8 and MERV 13 filtration

- Supply fan with VFD or ECM motor
- Gas or electric heating coil

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

For the storage area, supply air ductwork will be exposed sheet metal and return air ductwork will be internally lined at the unit.

The packaged rooftop air-handling units will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer
- MERV 8 and MERV 13 filtration
- Supply fan with VFD or ECM motor
- Gas or electric heating coil
- Packaged DX Cooling

Supply air temperatures will be 55°F to 60°F based on outdoor air temperature, as appropriate for the distribution system and the application.

Airflow and temperature to each zone will be controlled using pressure independent, single duct VAV (Variable Air Volume) terminal units with electric reheat coils. Air terminal units will utilize DDC controllers. Each zone will have a box with individual temperature control, velocity sensor and discharge air sensor. Typically, a zone will consist of approximately 750 square feet. Zones will have common thermal and solar exposures to ensure proper temperature and humidity control.

Return air systems will utilize the space above ceilings as a return air plenum.

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

Supply air ductwork will be externally insulated. Return air ductwork will be internally lined at the unit. Transfer air ductwork will be internally lined.

The major Building HVAC systems will be controlled via a Direct Digital Control (DDC) Automatic Temperature Control (ATC) system. The DDC system will be open protocol type communicating to the central monitoring station utilizing "Building Controllers" with BACNET over Ethernet protocol and connected to the CITY Ethernet Network. The "Building Controllers" will communicate to Unitary Controllers serving specific pieces of HVAC equipment via a BACnet MS/TP communication protocol. The system will be Web-enabled to permit navigation with graphical system information resident on the "Building Controller". Automatic devices, such as dampers, valves, actuators, etc. will be electronic DDC type; pneumatic actuation will not be utilized.

ELECTRICAL:

The first electrical service will be new and dedicated for the Vehicle Storage building. New medium voltage conductors will run overhead from utility company riser poles and drop underground to an exterior pad mounted transformer. The secondary voltage from the pad mount transformers will be

MECH. ELEC. PLUMB. & FS. REPORT

277/480V. The conductors from the transformer's secondary will then extend underground into the building. Scope includes but is not limited to new primary underground ducts, trenching, handholes, manholes, pads for transformers, underground secondary ducts, secondary cable to the location of the metering and secondary distribution units, and provisions for metering.

The second electrical service for the building will also be new and dedicated to the Vehicle Storage Building's Electric Vehicle charging loads. New medium voltage conductors will run overhead from utility company riser poles and drop underground to an exterior pad mounted transformer. The secondary voltage from the pad mount transformers will be 277/480V. The conductors from the transformer's secondary will then extend underground into the building. Scope includes but is not limited to new primary underground ducts, trenching, handholes, manholes, pads for transformers, underground secondary ducts, secondary cable to the location of the metering and secondary distribution units, and provisions for metering.

The first electrical service serving the vehicle storage building will consist of a Main Distribution Panelboard (MDP) at 277/480V – 3Ph sized based on the NEC demanding of the building's electrical loads. Sub-distribution 277/480V panels will be utilized to serve mechanical equipment, lighting, and plumbing equipment. Step down transformers will be used to feed 120/208V Wye branch panelboards to serve IT, receptacles, and miscellaneous equipment.

The second electrical service serving the Vehicle Storage's electric vehicle charging loads will consist of a Main Distribution Panelboard for EVs (MDP-EV) at 277V/480V – 3Ph sized based on the NEC demand calculations for Electric Vehicle charging loads. The MDP-EV will have advanced energy metering and harmonic monitoring. MDP-EV will be designed and provisioned to support current and future Electric Vehicle charging at the Vehicle Storage building.

The fire alarm system for the Vehicle Storage building will be fully addressable. Audible and visual notification devices will be located in accordance with NFPA 72 and provide full audible and visual notification in all public areas. Initiating devices such as smoke detectors, pull stations, and flow switches will be located per NFPA 72 as required. A Knox box for fire department entry will be located per the local AHJs direction. A central fire alarm panel will be provided in the main electrical room, with a remote annunciator panel located in the main entry area.

Local lighting controls with automatic on/off will be provided in offices, restrooms, meeting rooms, and storage rooms. In larger public spaces lighting controls will be automated via a lighting control panel using time of day to turn the lighting on and off; local occupancy sensors will be used to override the control panel after hours. 0-10V dimming will be provided in workspaces such as private offices, open offices, and meeting rooms.

Emergency lighting will be achieved by using integral battery back-up fixtures and be provided throughout the Vehicle Storage building to achieve code minimum light levels.

A solar production report will be generated to determine the efficacy of a solar array installed on the roof of the Vehicle Storage building. The PV system will be designed by others to meet the programming and budgetary constraints of the project and optimized for maximum energy generation. The solar panel array, AC/DC inverter, and associated cabling between the solar panels and the inverter shall be by the solar representative. The Electrical Contractor will be responsible for pathways and infrastructure to tie in the solar representative's PV system to the building electrical distribution system. Power generated by the array will be put back on the main electrical distribution system for the facility to reduce the amount of utility power utilized from the electrical grid.

TECHNOLOGY:

The master plan is intended to follow the most current Bicsi Infrastructure Technology Design Standards and Decatur Transit Authority Requirements.

The design will include space(s) for telecommunications rooms (TRs) . These rooms will include equipment rack/cabinets, overhead ladder rack for routing the data cables, vertical cable organizers and horizontal cable wire management. The design will include new fiber enclosures and patch panels for the fiber and copper terminations. These rooms will also include plywood backboards on all walls to allow access control panels, associated power supplies and ancillary equipment to be installed.

The new data cabling infrastructure will be category 6 rated UTP cable and terminated with new devices. The design will include two cables to each outlet. Additional cables may be required at various outlets depending on the spaces and their use. A J-Hook type support will be utilized for the cables to the telecommunications outlets.

Typical outlet locations will have a 4-11/16 square back boxes with 1-gang mud-rings and one gang faceplates to secure the jack modules. The back boxes will be connected with a 1 inch conduit to the nearest accessible ceiling. Larger conduit may be required depending on quantities of category 6 cables.

The intent is to design a fiber optic backbone connection from the new Vehicle Storage Building to the new Administration Building. The fiber optic backbone will be comprised of multimode and/or singlemode cable.

Underground conduits and in-ground vault(s) will be required for the outside plant (OSP) fiber optic backbone infrastructure.

MECH. ELEC. PLUMB. & FS. REPORT

Audio-visual systems and associated AV cabling will be included in the master plan design for training rooms and meeting spaces. Options include flat panel monitors (displays) and video projectors.

The master plan would include a connection to the new paging system located in the Administration Building. This will allow notifications/communications via phone handsets to various offices and the capability to notify/communicate to larger spaces via overhead indoor and outdoor speakers.

Wireless Solution - A wireless survey will be included in the master plan. The survey will utilize specific software to indicate proper placement of the wireless access points for coverage inside the Vehicle Storage Building. Wireless coverage should be considered for the outside area of the Vehicle Storage Building.

New network equipment (PoE switches), wireless access points, voice (telephone) handsets, etc. for this project will need to be considered.

The design intent is to include new access control devices (card readers and intercom), including the necessary cabling/wiring and power supplies to operate the system devices. These will be connected to the Security Management System located in the Administration Building.

An intrusion detection system with motion detection (PIR), siren and keypad devices should also be considered.

The intent is to design video surveillance coverage inside as well as the exterior of the building. These cameras will be connected via the network to the recording equipment located in the Administration Building.

AUTOMATED WASH FACILITY FOR BUSES AND TRUCKS (5,515 Square Feet), W/ ATTACHED PASSENGER CARWASH & BREAKROOM (1,860 Square Feet)

PLUMBING:

Incoming domestic water service will be independent, or a combination service with Fire Suppression. A water meter will be installed within a pit outside or within the dedicated mechanical room inside the building. A reduced pressure backflow preventer will be installed within the dedicated mechanical room inside the building, to provide metering and backflow protection as required by local water department standards. Flow test information for domestic water needs will be obtained as mentioned above.

Sizing the domestic cold water piping distribution system will be established by diversified flow, based on fixture count and supply fixture units, and equipment requirements.

New building to be equipped with a domestic water softener, domestic water heater(s), expansion tank, hot water recirc pump, compressed air system (confirm with users), solids interceptor and oil/water separator, to be sized at a later time. New floor drains, hose bibbs, wall hydrants and interior/exterior cleanouts will be provided as required. For the break room, a water box will be provided for any refrigerator that has an ice maker, a hard-piped cold water line with backflow prevention will be provided for coffee makers, and a garbage disposal will be added to the sink (confirm with users).

The sanitary building drainage system will collect and convey waste from plumbing fixtures, drains, plumbing equipment, and other sanitary waste sources in the facility, and will extend to the site sanitary piping through a gravity sanitary building drain sloped at minimum 1/8" per foot. The total number of fixture

units for the building will be determined by drainage fixture unit method. Sizing of the sanitary piping systems will be as required by the Plumbing Code.

An oil/water interceptor will be designed to collect and separate any oil waste produced in the building prior to discharge to sanitary sewer system.

Plumbing related to this scope will comply with the Illinois Plumbing Code and applicable versions of NFPA 30A – Code For Motor Fuel Dispensing Facilities and Repair Garages.

Roof/Storm drainage system will be an internal system or a gutter system, TBD at a later date.

MECHANICAL:

The general building HVAC system will consist of the following systems to address varying aspects of the building:

- Packaged rooftop air-handling unit will be used to handle building space temperature and conditioning the ventilation air for the breakroom.
- Make-up air units will deliver code required ventilation air to the space with no active cooling during the summer and tempered air during the winter for the car wash.
- General exhaust fans will provide general exhaust for the overall space.
- Exhaust fans will exhaust toilet rooms, janitor closets, and storage rooms per ASHRAE 62.1 to the outdoors.
- Electric unit heaters will provide supplemental heat at entrances.

The make-up air units will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer

MECH. ELEC. PLUMB. & FS. REPORT

- MERV 8 and MERV 13 filtration
- Supply fan with VFD or ECM motor
- Gas or electric heating coil

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

The supply air ductwork will be exposed sheet metal. Return air ductwork will be internally lined at the unit. All ductwork within wet areas will be welded stainless steel.

The packaged rooftop air-handling unit will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer
- MERV 8 and MERV 13 filtration
- Packaged DX cooling
- Supply fan with VFD or ECM motor
- Gas or electric heating coil

Supply air temperatures will be 55°F to 60°F based on outdoor air temperature, as appropriate for the distribution system and the application.

Return air systems will utilize the space above ceilings as a return air plenum.

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors

will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

Supply air ductwork will be externally insulated. Return air ductwork will be internally lined at the unit. Transfer air ductwork will be internally lined.

The major Building HVAC systems will be controlled via a Direct Digital Control (DDC) Automatic Temperature Control (ATC) system. The DDC system will be open protocol type communicating to the central monitoring station utilizing "Building Controllers" with BACNET over Ethernet protocol and connected to the CITY Ethernet Network. The "Building Controllers" will communicate to Unitary Controllers serving specific pieces of HVAC equipment via a BACnet MS/TP communication protocol. The system will be Web-enabled to permit navigation with graphical system information resident on the "Building Controller". Automatic devices, such as dampers, valves, actuators, etc. will be electronic DDC type; pneumatic actuation will not be utilized.

Electrical

The incoming electrical service will be new and dedicated for the Automated Wash Facility building. New medium voltage conductors will run overhead from utility company riser poles and drop underground to an exterior pad mounted transformer. The secondary voltage from the pad mount transformers will be 277/480V. The conductors from the transformer's secondary will then extend underground into the building. Scope includes new primary underground ducts, trenching, handholes, manholes, pads for transformers, underground secondary ducts, and secondary cable to the location of the metering and secondary distribution units and provisions for metering.

The electrical distribution throughout the building will consist of a Main Distribution Panelboard (MDP) at 277/480V – 3Ph sized based on the NEC demanding of the building's electrical loads. Sub-distribution 277/480V panels will be utilized to serve mechanical equipment and plumbing equipment. Step down transformers will be used to feed 120/208V Wye branch panelboards to serve IT, receptacles, miscellaneous equipment, and lighting loads.

The fire alarm system for the Automated Wash Facility building will be fully addressable. Audible and visual notification devices will be located in accordance with NFPA 72 and provide full audible and visual notification in all public areas. Initiating devices such as smoke detectors, pull stations, and flow switches will be located per NFPA 72 as required. A Knox box for fire department entry will be located per the local AHJs direction. A central fire alarm panel will be provided in the main electrical room, with a remote annunciator panel located in the main entry area.

Local lighting controls with automatic on/off will be provided in offices, restrooms, meeting rooms, and storage rooms. In larger public spaces lighting controls will be automated via a lighting control panel using time of day to turn the lighting on and off; local occupancy sensors will be used to override the control panel after hours. 0-10V dimming will be provided in workspaces such as private offices, open offices, and meeting rooms.

Emergency lighting will be achieved by using integral battery back-up fixtures and be provided throughout the Automated Wash Facility building to achieve code minimum light levels.

A solar production report will be generated to determine the efficacy of a solar array installed on the roof of the Vehicle Wash building. The PV system will be designed by others to meet

MECH. ELEC. PLUMB. & FS. REPORT

the programming and budgetary constraints of the project and optimized for maximum energy generation. The solar panel array, AC/DC inverter, and associated cabling between the solar panels and the inverter shall be by the solar representative. The Electrical Contractor will be responsible for pathways and infrastructure to tie in the solar representative's PV system to the building electrical distribution system. Power generated by the array will be put back on the main electrical distribution system for the facility to reduce the amount of utility power utilized from the electrical grid.

TECHNOLOGY:

The master plan is intended to follow the most current Bicsi Infrastructure Technology Design Standards and Decatur Transit Authority Requirements.

The design will include a space for a telecommunications room or area. This room/area will include a secure equipment cabinet and horizontal cable wire management. The design will include new fiber enclosures and patch panel for the fiber and copper terminations.

The new data cabling infrastructure will be category 6 rated UTP cable and terminated with new devices. The design will include two cables to each outlet. Additional cables may be required at various outlets depending on the spaces and their use. A J-Hook type support will be utilized for the cables to the telecommunications outlets.

Typical outlet locations will have a 4-11/16 square back boxes with 1-gang mud-rings and one gang faceplates to secure the jack modules. The back boxes will be connected with a 1 inch conduit to the nearest accessible ceiling. Larger conduit may be required depending on quantities of category 6 cables.

The intent is to design a fiber optic backbone connection from the new Vehicle Wash Building to the new Administration Building. The fiber optic backbone will be comprised of multimode and/or singlemode cable.

Underground conduits and in-ground vault(s) will be required for the outside plant (OSP) fiber optic backbone infrastructure. The master plan would include a connection to the new paging system located in the Administration Building. This will allow notifications/communications via phone handsets to various offices and the capability to notify/communicate to larger spaces via overhead indoor and outdoor speakers.

Wireless Solution - A wireless survey will be included in the master plan. The survey will utilize specific software to indicate proper placement of the wireless access points for coverage inside the Vehicle Wash Building. Wireless coverage should be considered for the outside area of the Vehicle Wash Building.

New network equipment (PoE switches), wireless access points, voice (telephone) handsets, etc. for this project will need to be considered.

The design intent is to include new access control devices (card readers and intercom), including the necessary cabling/wiring and power supplies to operate the system devices. These will be connected to the Security Management System located in the Administration Building.

An intrusion detection system with motion detection (PIR), siren and keypad devices should also be considered.

The intent is to design video surveillance coverage inside as well as the exterior of the building. These cameras will be connected via the network to the recording equipment located in the Administration Building.

DEPARTMENT OF PUBLIC WORKS (DPW) – COLD STORAGE (10,000 Square Feet) & SALT STORAGE (4,000 Square Feet)

PLUMBING:

Incoming domestic water service will be independent. A water meter will be installed within a pit outside or within the dedicated mechanical room inside the building. A reduced pressure backflow preventer will be installed within the dedicated mechanical room inside the building, to provide metering and backflow protection as required by local water department standards. Flow test information for domestic water needs will be obtained as mentioned above.

Sizing the domestic cold water piping distribution system will be established by diversified flow, based on fixture count and supply fixture units, and equipment requirements.

New building to be equipped with a domestic water softener, domestic water heater(s), expansion tank, hot water recirc pump, compressed air system (confirm with users), solids interceptor and oil/water separator, to be sized at a later time. New floor drains, hose bibbs, wall hydrants and interior/exterior cleanouts will be provided as required.

The sanitary building drainage system will collect and convey waste from plumbing fixtures, drains, plumbing equipment, and other sanitary waste sources in the facility, and will extend to the site sanitary piping through a gravity sanitary building drain sloped at minimum 1/8" per foot. The total number of fixture units for the building will be determined by drainage fixture unit method. Sizing of the sanitary piping systems will be as required by the Plumbing Code.

An oil/water interceptor will be designed to collect and separate any oil waste produced in the building prior to discharge to sanitary sewer system.

MECH. ELEC. PLUMB. & FS. REPORT

Plumbing related to this scope will comply with the Illinois Plumbing Code and applicable versions of NFPA 30A – Code For Motor Fuel Dispensing Facilities and Repair Garages.

Roof/Storm drainage system will be an internal system or a gutter system, TBD at a later date.

MECHANICAL:

The general building HVAC system will consist of the following systems to address varying aspects of the building:

- Make-up air units will deliver code required ventilation air to the space with no active cooling during the summer and tempered air during the winter.
- General exhaust fans will provide general exhaust for the overall space.
- Exhaust fans will exhaust toilet rooms, janitor closets, and storage rooms per ASHRAE 62.1 to the outdoors.
- Electric unit heaters will provide supplemental heat at entrances.

The make-up air units will be located on the roof or on grade. The units will consist of the following components:

- 2" wall construction
- 100% outdoor air economizer
- MERV 8 and MERV 13 filtration
- Supply fan with VFD or ECM motor
- Gas or electric heating coil

Ductwork will be constructed of galvanized sheet metal to SMACNA standards based on the operating pressure of the ductwork. Fire dampers and smoke dampers with access doors will be installed in accordance with the Building Code. Balancing dampers will be provided throughout the distribution system in accordance with ASHRAE Standard 111 recommendations and at the branch connection serving individual outlets.

Supply air ductwork will be exposed sheet metal. Return air ductwork will be internally lined at the unit.

The major Building HVAC systems will be controlled via a Direct Digital Control (DDC) Automatic Temperature Control (ATC) system. The DDC system will be open protocol type communicating to the central monitoring station utilizing "Building Controllers" with BACNET over Ethernet protocol and connected to the CITY Ethernet Network. The "Building Controllers" will communicate to Unitary Controllers serving specific pieces of HVAC equipment via a BACnet MS/TP communication protocol. The system will be Web-enabled to permit navigation with graphical system information resident on the "Building Controller". Automatic devices, such as dampers, valves, actuators, etc. will be electronic DDC type; pneumatic actuation will not be utilized.

ELECTRICAL:

The incoming electrical service will be new and dedicated for the Storage buildings. New medium voltage conductors will run overhead from utility company riser poles and drop underground to an exterior pad mounted transformer. The secondary voltage from the pad mount transformers will be 120/208V. The conductors from the transformer's secondary will then extend underground into the building. Scope includes but is not limited to new primary underground ducts, trenching, handholes, manholes, pads for transformers, underground secondary ducts, and secondary cable to the location of the metering and secondary distribution units and provisions for metering.

The electrical distribution throughout the building will consist of a Main Distribution Panelboard (MDP) at 120/208V – 3Ph sized based on the NEC demanding of the building's electrical loads. Sub-distribution 120/208V panels will be utilized to serve

mechanical equipment and plumbing equipment. 120/208V Wye branch panelboards to serve receptacles, miscellaneous equipment, and lighting loads.

The fire alarm system for the Storage buildings will be fully addressable. Audible and visual notification devices will be located in accordance with NFPA 72 and provide full audible and visual notification in all public areas. Initiating devices such as smoke detectors, pull stations, and flow switches will be located per NFPA 72 as required. A Knox box for fire department entry will be located per the local AHJs direction. A central fire alarm panel will be provided in the main electrical room, with a remote annunciator panel located in the main entry area.

Local lighting controls with automatic on/off will be provided in offices, restrooms, meeting rooms, and storage rooms. In larger public spaces lighting controls will be automated via a lighting control panel using time of day to turn the lighting on and off; local occupancy sensors will be used to override the control panel after hours. 0-10V dimming will be provided in workspaces such as private offices, open offices, and meeting rooms.

Emergency lighting will be achieved by using integral battery back-up fixtures and be provided throughout the Storage buildings to achieve code minimum light levels.

TECHNOLOGY:

The master plan is intended to follow the most current Bicsi Infrastructure Technology Design Standards and Decatur Transit Authority Requirements.

The intent is to design video surveillance coverage inside as well as the exterior of the building. These cameras will be connected via the network to the recording equipment located in the Administration Building.

MECH. ELEC. PLUMB. & FS. REPORT

FUELING ISLAND (5,795 Square Feet)

Fire suppression is not planned for this structure and is not required per code.

PLUMBING:

Incoming domestic water service will be independent. A water meter will be installed within a pit outside or within the dedicated mechanical room inside the building. A reduced pressure backflow preventer will be installed within the dedicated mechanical room inside the building, to provide metering and backflow protection as required by local water department standards. Flow test information for domestic water needs will be obtained as mentioned above.

Sizing the domestic cold water piping distribution system will be established by diversified flow, based on fixture count and supply fixture units, and equipment requirements.

New building to be equipped with a domestic water softener, domestic water heater(s), expansion tank, hot water recirc pump, compressed air system (confirm with users), solids interceptor and oil/water separator, to be sized at a later time. New floor drains, hose bibbs, wall hydrants and interior/exterior cleanouts will be provided as required.

The sanitary building drainage system will collect and convey waste from plumbing fixtures, drains, plumbing equipment, and other sanitary waste sources in the facility, and will extend to the site sanitary piping through a gravity sanitary building drain sloped at minimum 1/8" per foot. The total number of fixture units for the building will be determined by drainage fixture unit method. Sizing of the sanitary piping systems will be as required by the Plumbing Code.

An oil/water interceptor will be designed to collect and separate any oil waste produced in the building prior to discharge to sanitary sewer system.

Plumbing related to this scope will comply with the Illinois Plumbing Code and applicable versions of NFPA 30A – Code For Motor Fuel Dispensing Facilities and Repair Garages.

Roof/Storm drainage system will be an internal system or a gutter system, TBD at a later date.

MECHANICAL:

There is no scope anticipated at this time.

ELECTRICAL:

The incoming electrical service will be new and fed from the Vehicle Maintenance building. New 120/208V conductors will be run underground to the Fueling Island. The underground conductors will extend to a NEMA-4X panelboard that will serve the fueling island. Scope includes but is not limited to new underground duct bank from the Vehicle Maintenance building, trenching, handholes, manholes, and cable to the location of the main distribution panel, and provisions for metering.

The electrical distribution throughout the fueling will consist of a Main Distribution Panelboard (MDP) at 208V – 3Ph sized based on the NEC demanding of the building's electrical loads and will be utilized to serve mechanical equipment, plumbing equipment, receptacles, miscellaneous equipment, and lighting loads. Class I equipment will be provided as required by the NEC.

The fire alarm system for the Fueling Island building will be a fully

addressable system and provide audible and visual notification in all public areas. And be tied into the new Vehicle Maintenance Building Fire Alarm system. The Fueling Island fire alarm system will be designed in accordance with Article 514 of the NEC.

Emergency lighting will be achieved by using integral battery back-up fixtures and be provided throughout the Fueling Island to achieve code minimum light levels.

Specialty lighting will be designed to provide IES recommended footcandles at the Fueling Island and be controlled via photocell. Photocell control will ensure lighting is on whenever the natural light is insufficient for illuminating the Fueling Island.

TECHNOLOGY:

The master plan is intended to follow the most current Bicsi Infrastructure Technology Design Standards and Decatur Transit Authority Requirements.

The master plan will include a fiber optic network connection from the Fueling Island to the Administration Building. The design will include new fiber or copper enclosures and patch panels for the fiber and copper terminations.

The new data cabling infrastructure will be category 6 rated UTP cable and terminated with new devices. The design will include two cables to each outlet.

Proper support will be utilized for the cables to the telecommunications outlets.

Typical outlet locations will have outdoor rated back boxes with 1-gang mud-rings and outdoor rated one gang faceplates to secure the jack modules. The back boxes will be connected with a 1 inch conduit to the nearest accessible ceiling.

MECH. ELEC. PLUMB. & FS. REPORT

The intent is to design a fiber optic backbone connection from the new Fuel Island to the new Administration Building. The fiber optic backbone will be comprised of multimode and/or singlemode cable.

Underground conduits and in-ground vault(s) will be required for the outside plant (OSP) fiber optic backbone infrastructure. The master plan would include a connection to the new paging system located in the Administration Building. This will allow notifications/communications to this area via outdoor speakers. New network equipment (PoE switches), etc. for this project will need to be considered.

The master plan intent is to include new access control devices (card readers and intercom), including the necessary cabling/wiring and power supplies to operate the system devices. These will be connected to the Security Management System located in the Administration Building.

The intent is to design video surveillance coverage of the exterior of the area/building. These cameras will be connected via the network to the recording equipment located in the Administration Building.

SITE CONSIDERATIONS:

FIRE SUPPRESSION:

There is no scope anticipated at this time.

PLUMBING:

There is no scope anticipated at this time.

MECHANICAL:

There is no scope anticipated at this time.

ELECTRICAL;

The master plan will include power connections as needed for all property entrances. This includes power to motorized lift gates, motor heaters, lit signage, and roadway lighting.

The site lighting will provide an average of 2 FC across roadways, parking areas, and pedestrian pathways. This will be achieved by a centralized lighting control panel and 480V LED site lighting. Both will be located within the vehicle storage area.

TECHNOLOGY:

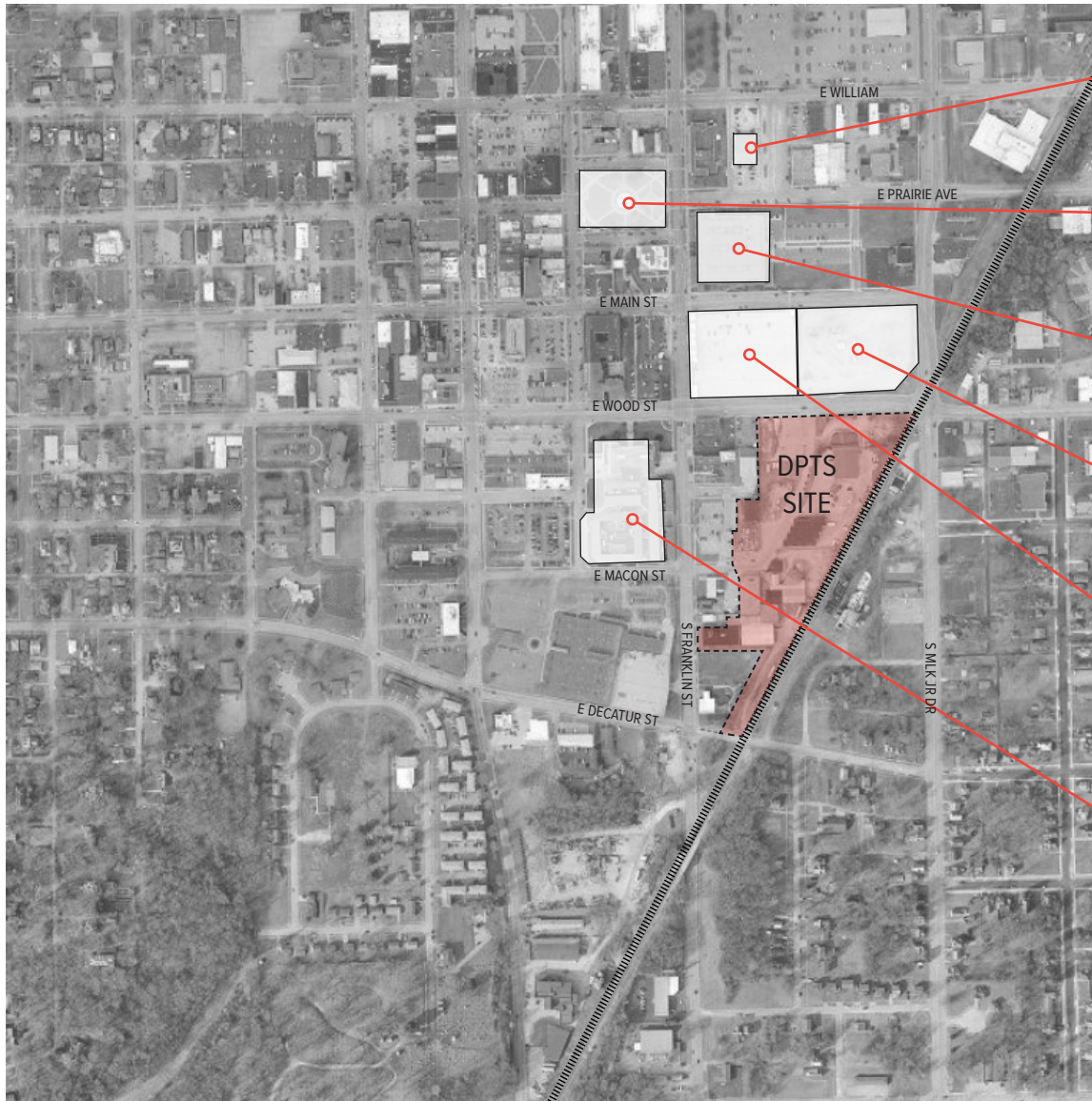
The master plan intent is to include new access control devices (card readers and intercom), at the various property entrances. This includes the necessary cabling/wiring and power supplies to operate the system devices. These will be connected to the Security Management System located in the Administration Building.

The master plan is to design perimeter video surveillance coverage of the Campus area and entrances. These cameras will be connected via the network to the recording equipment located in the Administration Building. Examples of locations would be campus entrances/exits, parking lots, light poles and/or the various building exteriors.

MECH. ELEC. PLUMB. & FS. REPORT

DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

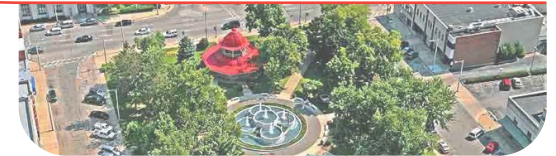
SITE CONDITIONS



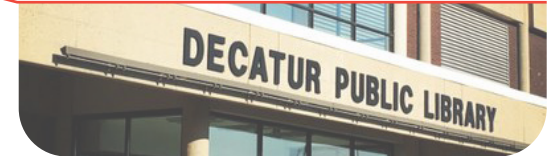
DECATUR DOWNTOWN TRANSPORTATION CENTER



DECATUR CENTRAL PARK



DECATUR PUBLIC LIBRARY



AMEREN ELECTRIC SUBSTATION



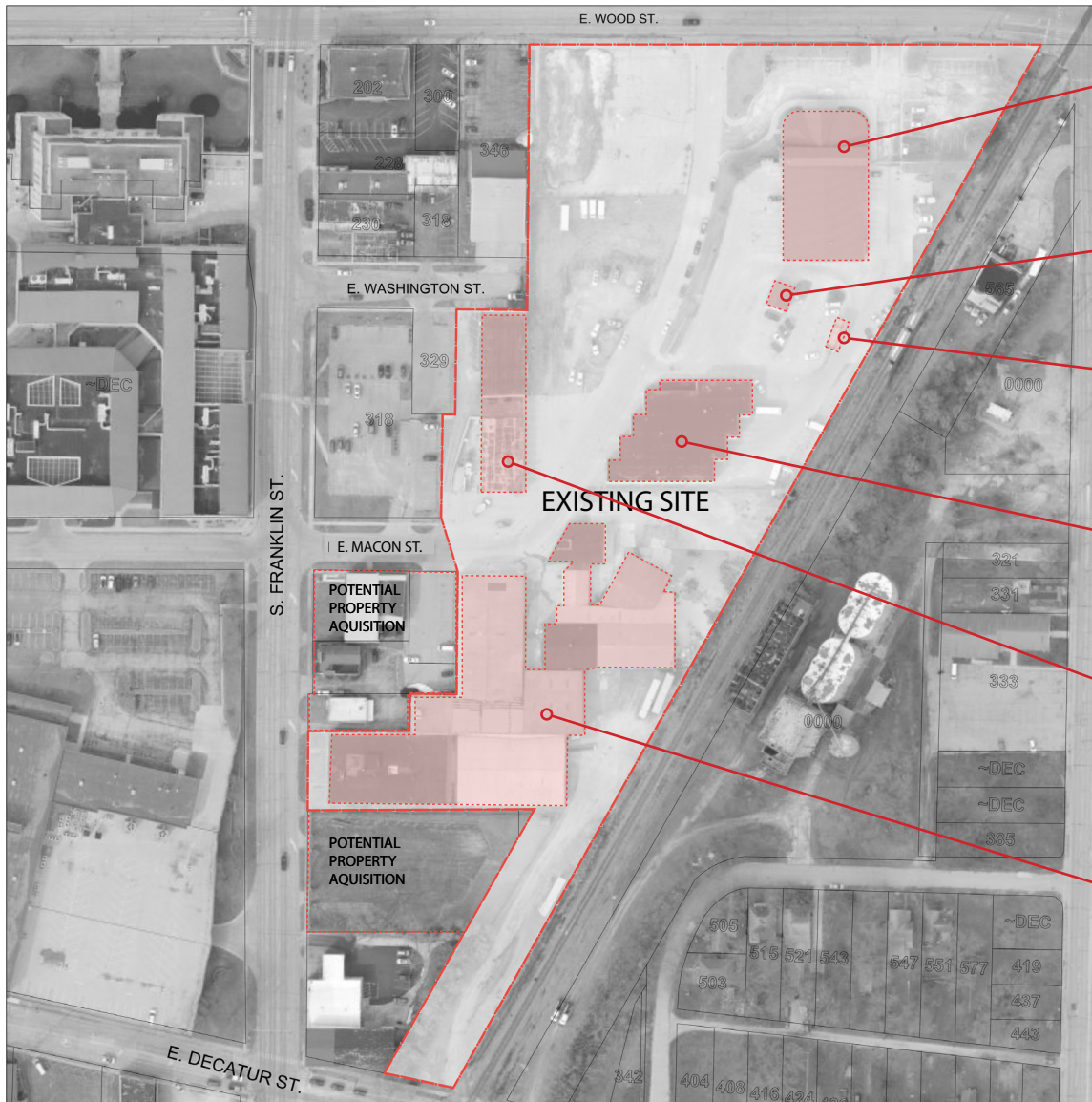
S. FRANKLIN ST. GARAGE



MACON COUNTY OFFICE BUILDING



SITE PLANNING - CONTEXT



ADMINISTRATION & VEHICLE MAINTENANCE BUILDING

STORAGE BUILDING

FUELING STATION

BUS STORAGE BUILDING

BUILDING SLATED TO BE DEMOLISHED

ABANDONED BUILDINGS

SITE PLANNING - DPTS EXISTING SITE





SITE PHOTOS - EXISTING OFFICE BUILDING

31



SITE PHOTOS - EXISTING VEHICLE MAINTENANCE BUILDING

32



SITE PHOTOS

33



SITE PHOTOS - VEHICLE STORAGE BUILDING



SITE PHOTOS

35

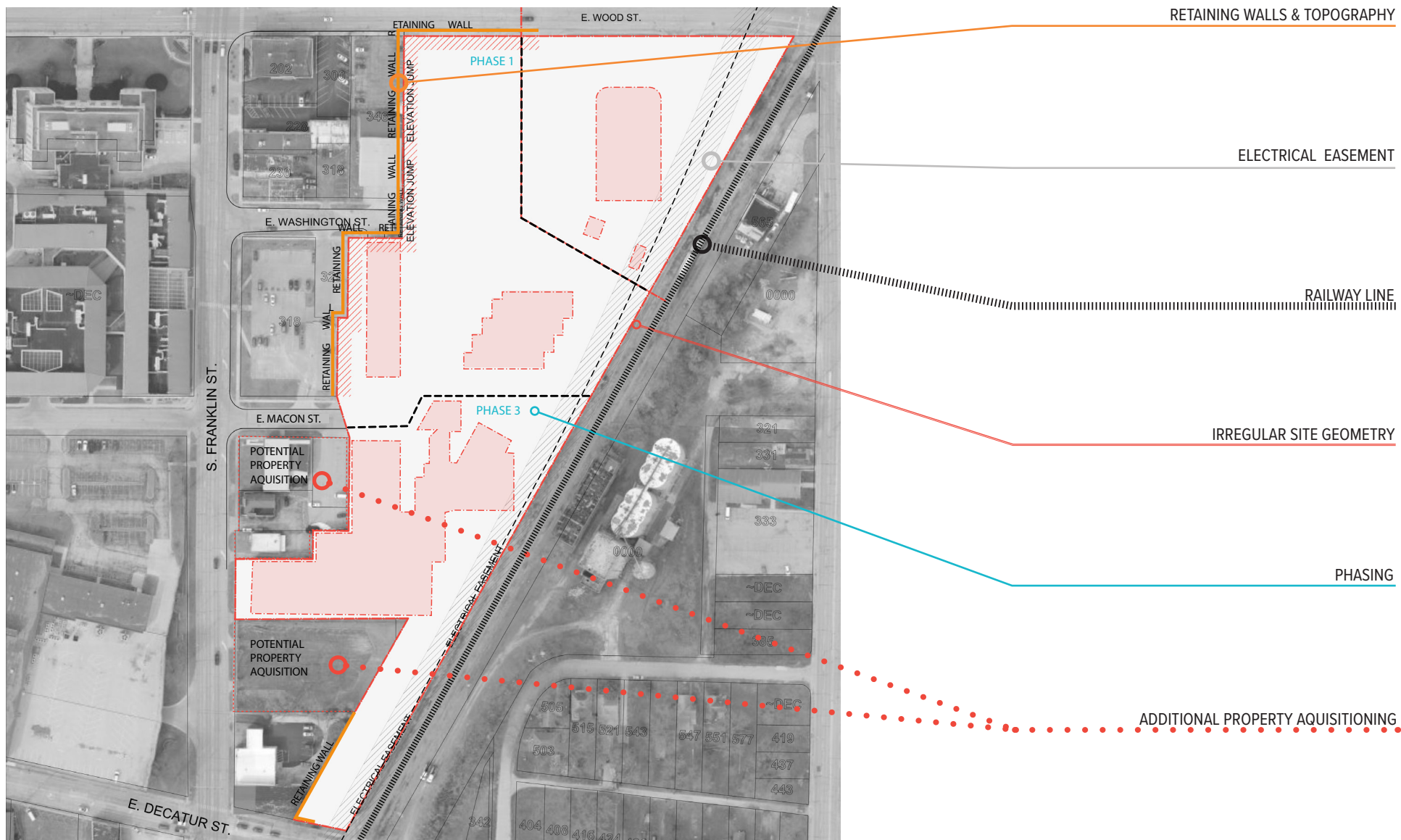


SITE PHOTOS - OTHER CITY ASSETS

36

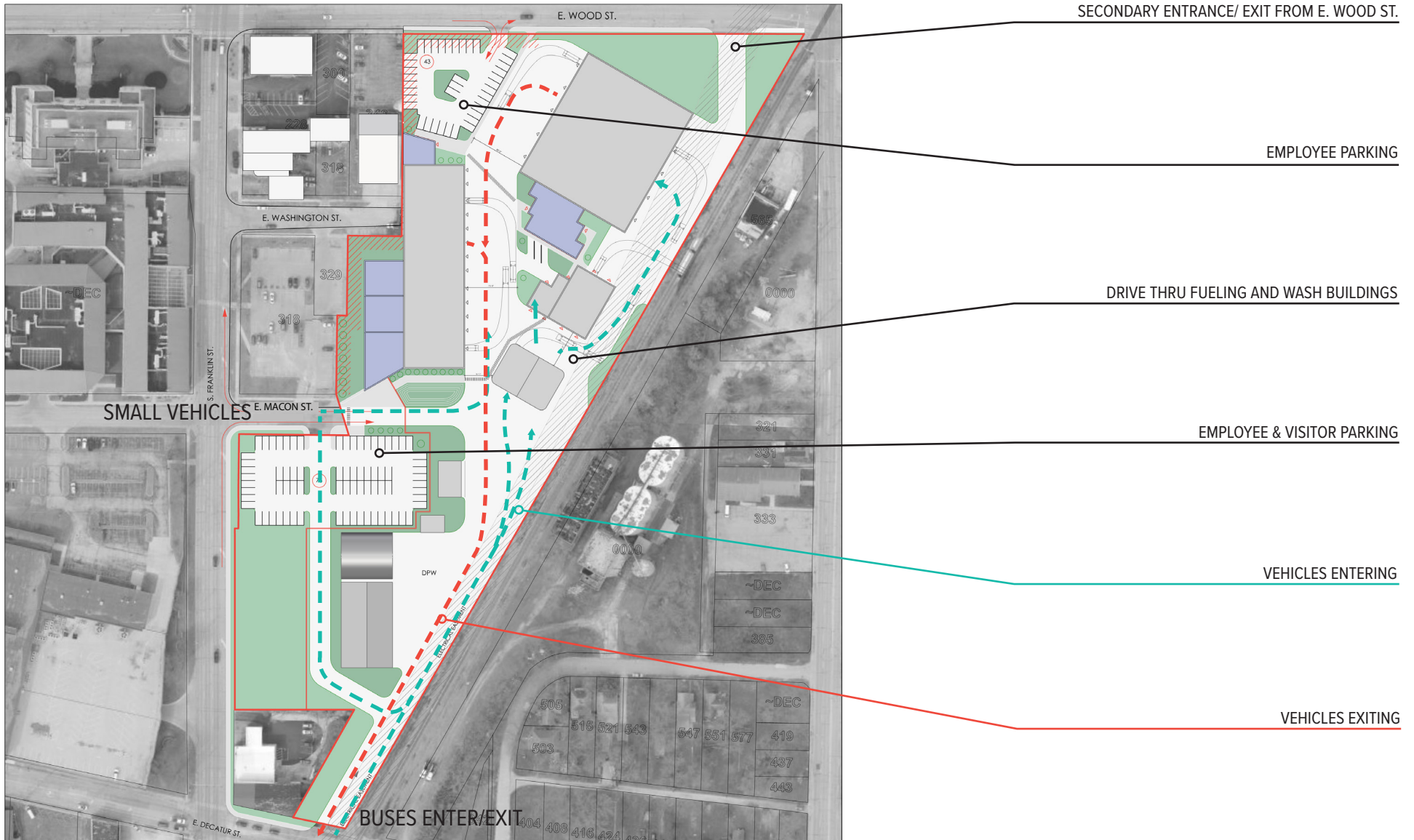
DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

PROPOSED SITE PLAN



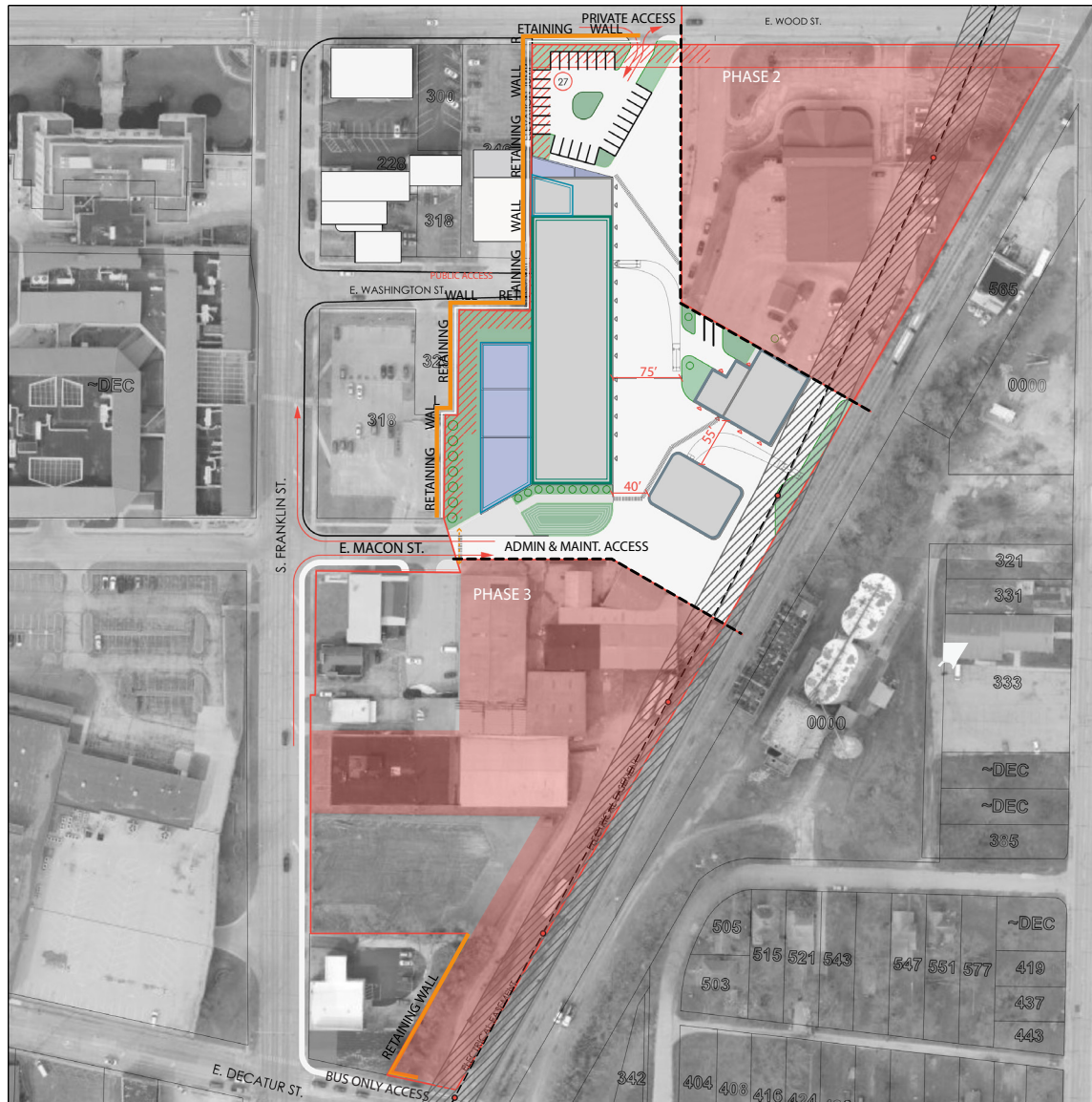
SITE PLANNING - CHALLENGES





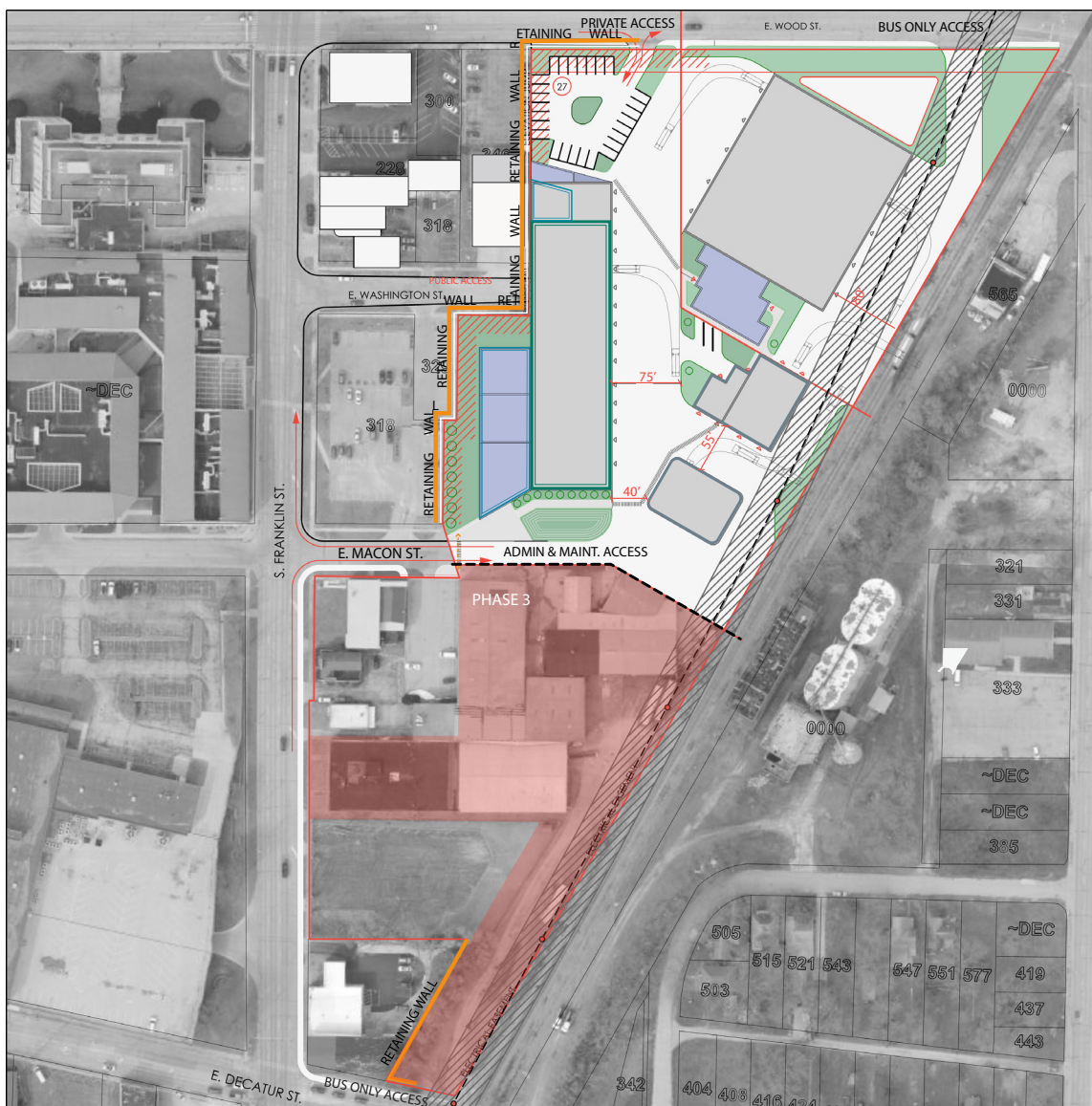
PROPOSED BUS CIRCULATION





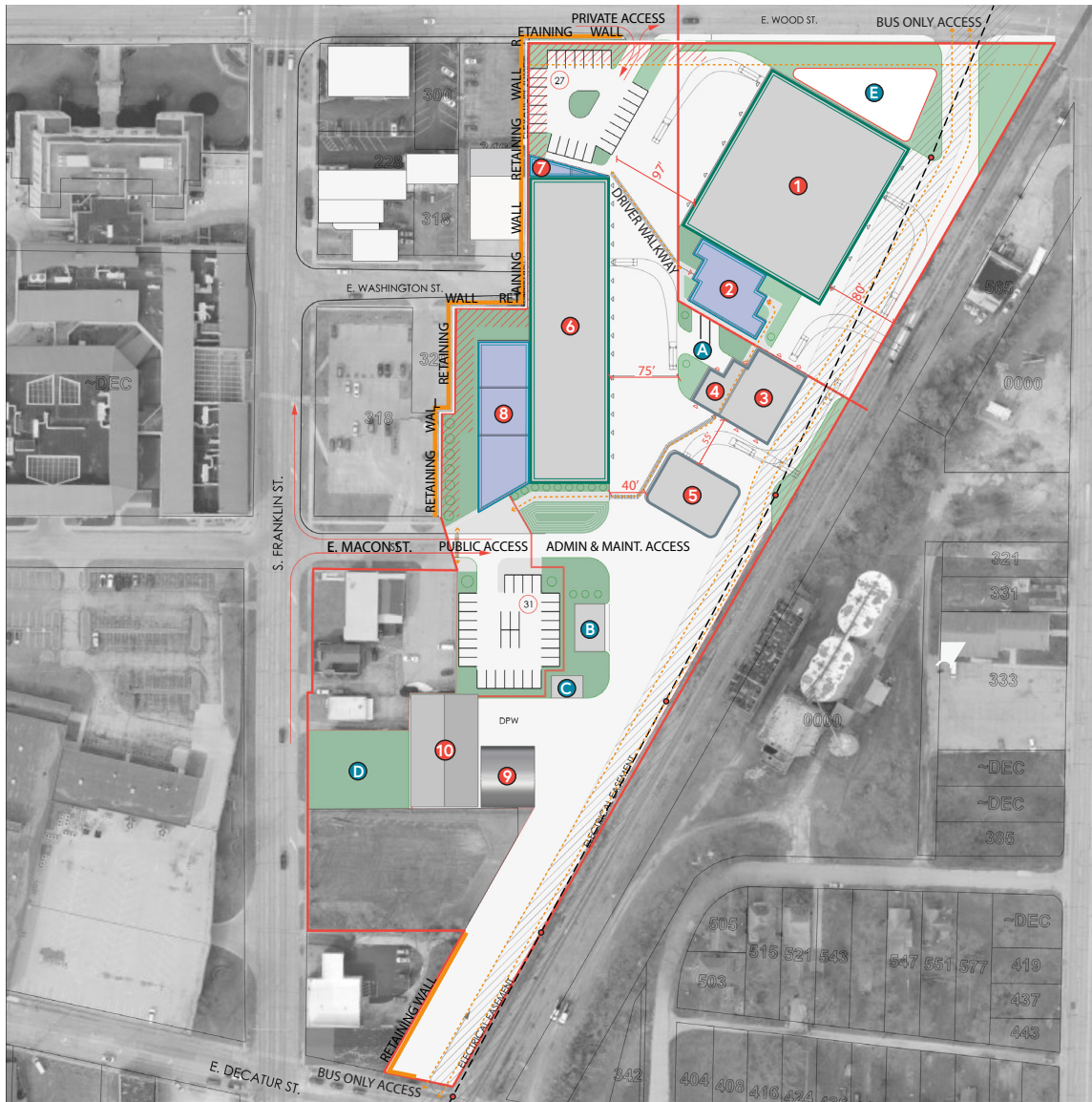
PROPOSED CONSTRUCTION PHASING - PHASE 1





PROPOSED CONSTRUCTION PHASING - PHASE 2





BUILDING KEY:

- ① Vehicle Storage : 34,720 sq ft.
- ② Drivers & Dispatch : 5,610 sq ft.
- ③ Truck/Bus Wash : 5,515 sq ft.
- ④ Car Wash & Breakroom : 1,860 sq ft.
- ⑤ Fueling Island : 5,795 sq ft.
- ⑥ Vehicle Maintenance : 25,750 sq ft.
- ⑦ Vehicle Maintenance Break : 1,825 sq ft.
- ⑧ Admin Office : 9,610 sq ft.
- ⑨ (DPW) Salt Storage : 4,000 sq ft.
- ⑩ (DPW) Cold Storage : 10,000 sq ft.

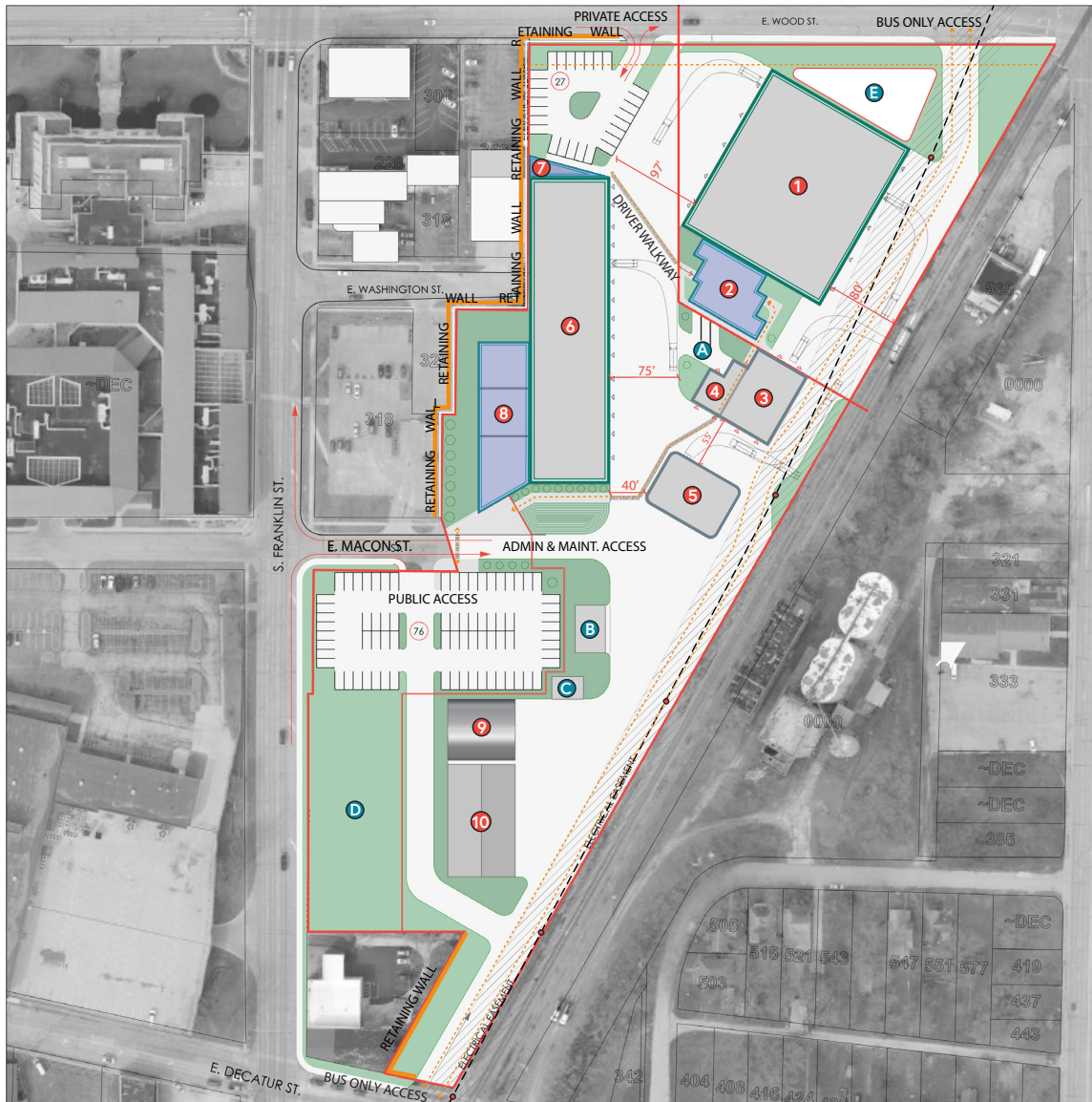
ITEM KEY:

- A Car Wash Drying Pull Off
- B Fuel Tanks
- C Site Considerations : 844 sq ft.
 - Bulk Mulch Storage (DPW)
 - Dumpster/Scrap Storage
 - Tire Storage
- D Future Development Area
- E Electrical Charging Building Area

PROPOSED SITE PLAN



42



BUILDING KEY:

- ① Vehicle Storage : 34,720 sq ft.
- ② Drivers & Dispatch : 5,610 sq ft.
- ③ Truck/Bus Wash : 5,515 sq ft.
- ④ Car Wash & Breakroom : 1,860 sq ft.
- ⑤ Fueling Island : 5,795 sq ft.
- ⑥ Vehicle Maintenance : 25,750 sq ft.
- ⑦ Vehicle Maintenance Break : 1,825 sq ft.
- ⑧ Admin Office : 9,610 sq ft.
- ⑨ (DPW) Salt Storage : 4,000 sq ft.
- ⑩ (DPW) Cold Storage : 10,000 sq ft.

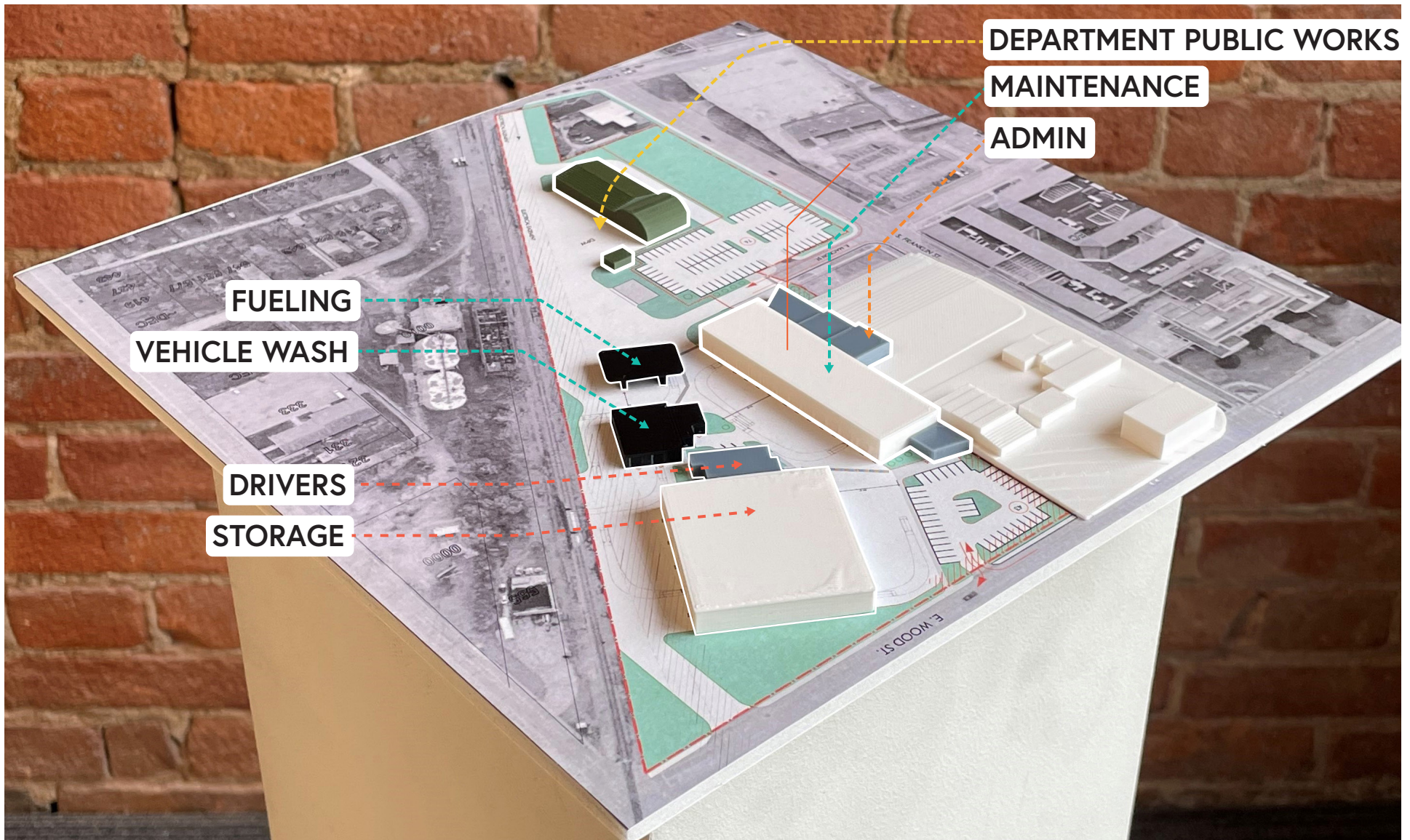
ITEM KEY:

- A Car Wash Drying Pull Off
- B Fuel Tanks
- C Site Considerations : 844 sq ft.
 - Bulk Mulch Storage (DPW)
 - Dumpster/Scrap Storage
 - Tire Storage
- D Future Development Area
- E Electrical Charging Building Area

PROPOSED SITE PLAN WITH ADDITIONAL PROPERTIES



43



ANNOTATED PHYSICAL MODEL

DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

SPACE PROGRAMING

DEPARTMENT SUMMARY

Department		Programmed (S.F.)		Remarks
		Net	Gross	
AD	Administration	5,227	7,684	
VM	Vehicle Maintenance	21,211	26,726	
VS	Vehicle Storage	28,507	38,912	
VW	Vehicle Wash	6,651	8,380	
MS	Maintenance Shop	1,757	2,214	
FI	Fueling Island	7,066	8,903	
SC	Site Considerations	14,844	14,844	
TOTAL PROJECTED BUILDING AREA			83,916	GROSS SQ. FT. BUILDING AREA

(does not include fuel island or site considerations)

SUMMARY OF SPACE REQUIREMENTS

ADMINISTRATION

Dept.	No.	Area Name	# Staff	# of Units	Unit S.F.	Net S.F.	Remarks
AD	1	Entry Vestibule		1	142	142	
AD	2	Lobby		1	415	415	Waiting for up to 4 people
AD	3	Reception Desk		1	305	305	w/ Admin. Assistant (2 workstations)
AD	4	Office - General Manager		1	120	120	
AD	5	Office - Transit Administrator		1	185	185	
AD	6	Office - Facility Manager		1	155	155	
AD	7	Office - Procurement Manager		1	155	155	
AD	8	Office - IT Manager		1	105	105	with storage
AD	9	Spare Office / Conference Room (Larger)		1	175	175	Use for contracted workers
AD	10	Spare Office / Conference Room (Smaller)		2	140	280	Use for contracted workers
AD	11	Workstations - Facilities		4	68	270	
AD	12	Workstations - General Administration		4	68	270	
AD	13	Breakroom		1	490	490	Kitchenette, seat 10 people
AD	14	Conference / Training		1	1,000	1,000	Operable partition, up to 50 people
AD	15	Workroom		1	100	100	Copier, printer and supplies
AD	16	Storage - General Building		1	200	200	
AD	17	Storage - Lost and Found		1	200	200	
AD	18	Storage - File / Records		1	200	200	
AD	19	Restrooms - Public		1	60	60	Single use, (1) Men's and (1) Women's
AD	20	Restrooms - Staff		2	180	360	(1) Men's and (1) Women's
AD	21	Janitor's Closet		1	40	40	

-

TOTAL STAFF 0

NET ASSIGNABLE SPACE (S.F.)

5,227

ACCESSORY SUPPORT SPACE

0% -

CIRCULATION FACTOR

40% **2,091**

GROSS S.F. FACTOR

5% **366**

TOTAL PROJECTED AREA (S.F.)

7,684

ARCHITECTURAL SPACE PROGRAM²

47

VEHICLE MAINTENANCE

Dept.	No.	Area Name	# Staff	# of Units	Unit S.F.	Net S.F.	Remarks
VM	1	Office - Maintenance Manager		1	150	150	
VM	2	Office - Maintenance Foreman and Clerk		1	120	120	
VM	3	Office - Fleet Supervisor (DPW)		1	125	125	
VM	4	Office - Shop Foreman (DPW)		1	168	168	
VM	5	Maintenance Bay		8	1,000	8,000	(20' x 50') - Fall arrest for future BEB, 14' high doors, fluid reels
VM	6	Maintenance Bay (DPW)		4	1,600	6,400	(20' x 80') - (1) bay with pit, (1) bay with 80k, 3-post lift or portable lifts, (2) flat bays. Also (1) crane, vehicle exhaust, fluid reels
VM	7	Workstations - Bays		4	88	352	1 for every 2 bays
VM	8	Men's Locker		1	90	90	
VM	9	Men's Restroom		1	222	222	w/ shower
VM	10	Women's Locker		1	90	90	
VM	11	Women's Restroom		1	127	127	w/ shower
VM	12	Breakroom		1	433	433	Kitchenette, computer counter
VM	13	Shop Area		1	365	365	
VM	14	Diagnostic Tool Storage		1	208	208	
VM	15	Parts Storage		1	2,603	2,603	2k s.f. larger than exist, Parts Clerk ws included
VM	16	Lube and Compressor Room		1	460	460	(20' x 20') - 55 gallon drums
VM	17	Tire Storage		1	335	335	(20' x 20')
VM	18	Storage		1	225	225	(2) gators
VM	19	Battery Storage		1	225	225	Storage only, no charging
VM	20	Equipment Storage		1	225	225	
VM	21	Toolbox Storage		1	208	208	Secure, toolboxes, power for charging
VM	22	Janitor's Closet		1	80	80	

ARCHITECTURAL SPACE PROGRAM

48

VEHICLE MAINTENANCE

Dept.	No.	Area Name	# Staff	# of Units	Unit S.F.	Net S.F.	Remarks
							-
							-
TOTAL STAFF			0				
NET ASSIGNABLE SPACE (S.F.)						21,211	
ACCESSORY SUPPORT SPACE					0%	-	
CIRCULATION FACTOR					20%	4,242	
GROSS S.F. FACTOR					5%	1,273	
TOTAL PROJECTED AREA (S.F.)						26,726	

ARCHITECTURAL SPACE PROGRAM

VEHICLE STORAGE

Dept.	No.	Area Name	# Staff	# of Units	Unit S.F.	Net S.F.	Remarks
VS	1	Fixed Route Buses		24	600	14,400	(12' x 45') - Walking and bike rack space between
VS	2	MCI's		6	600	3,600	(12' x 45') - future
VS	3	Paratransit Buses		8	324	2,592	(12' x 27') - Walking space between
VS	4	Minivans		8	276	2,208	(12' x 23') - Micro-transit
VS	5	NRV Storage		8	276	2,208	(12' x 23') - Taurus', Minivans, etc.
VS	6	Scooter Parking and Charging		1	300	300	future
VS	7	Driver Lounge		1	500	673	Kitchenette, 10-15 seats, contiguous with bus storage, TV, Games / Pool table
VS	8	Men's Locker (Unisex)		1	137	137	Locker area to be outside of restrooms
VS	9	Men's Restroom		1	132	132	w/ shower
VS	10	Women's Locker (Unisex)		1	137	137	Locker area to be outside of restrooms
VS	11	Women's Restroom		1	132	132	w/ shower
VS	12	Fitness		1	300	300	Treadmills, free weights
VS	13	Training Room		1	625	625	2 - 25 people
VS	14	Storage - General		1	140	140	
VS	15	Office - Training		2	130	260	
VS	16	Office - Micromobility		1	130	130	future
VS	17	Office - Safety Manager		1	130	130	
VS	18	Office - Dispatch		1	283	283	
VS	19	Vault		1	75	75	Fairs collected every few days
VS	20	Janitor's Closet		1	45	45	

TOTAL STAFF 0

NET ASSIGNABLE SPACE (S.F.)

28,507

ACCESSORY SUPPORT SPACE

0% -

CIRCULATION FACTOR

30% **8,552**

GROSS S.F. FACTOR

5% **1,853**

TOTAL PROJECTED AREA (S.F.)

38,912

ARCHITECTURAL SPACE PROGRAM⁵

50

NET ASSIGNABLE SPACE (S.F.)		6,651
ACCESSORY SUPPORT SPACE	0%	-
CIRCULATION FACTOR	20%	1,330
GROSS S.F. FACTOR	5%	399
TOTAL PROJECTED AREA (S.F.)		8,380

ARCHITECTURAL⁶ SPACE PROGRAM

Dept.	No.	Area Name	# Staff	# of Units	Unit S.F.	Net S.F.	Remarks
MS	1	Workstation		1	112	112	
MS	2	Open Shop - repair building items (Carpentry, Welding)		1	1,000	1,000	Exterior access, overhead doors (2)
MS	3	Storage - Building Materials		1	323	323	
MS	4	Storage - Lawn Equipment		1	323	323	
						-	
						-	
		(Note: should be adjacent and contiguous to Vehicle Maintenance)				-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
			TOTAL STAFF	0			
<u>NET ASSIGNABLE SPACE (S.F.)</u>						1,757	
ACCESSORY SUPPORT SPACE						0%	-
CIRCULATION FACTOR						20%	351
GROSS S.F. FACTOR						5%	105
TOTAL PROJECTED AREA (S.F.)						2,214	

7 ARCHITECTURAL SPACE PROGRAM

FUELING ISLAND

Dept.	No.	Area Name	# Staff	# of Units	Unit S.F.	Net S.F.	Remarks
FI	1	Storage		1	150	150	Sweeping, general supplies, etc.
FI	2	Fueling Islands		2		-	(1) diesel and (1) gas dispenser, each to have DEF tote, covered for weather protection, min. 45 length
FI	3	Fueling Lanes		4	1,300	5,200	(20' x 65') each side of Fuel Islands, covered
FI	4	Tank Farm		1	1,716	1,716	(33' x 52') - 15k gallon Diesel, 10k gallon Gas, AST
						-	
						-	
		(should be located close to an adjacent building with an office and restroom area)				-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
TOTAL STAFF			0				
		<u>NET ASSIGNABLE SPACE (S.F.)</u>				7,066	
		ACCESSORY SUPPORT SPACE			0%	-	
		CIRCULATION FACTOR			20%	1,413	
		GROSS S.F. FACTOR			5%	424	
		TOTAL PROJECTED AREA (S.F.)				8,903	

ARCHITECTURAL⁸ SPACE PROGRAM

Dept.	No.	Area Name	# Staff	# of Units	Unit S.F.	Net S.F.	Remarks
SC	1	Cold Storage (DPW)		1	10,000	10,000	Tractors, sweepers, plows
SC	2	Salt Storage (DPW)		1	4,000	4,000	Covered, 2,000 ton capacity
SC	3	Mulch Bulk Storage Bin (DPW)		1	144	144	Covered, 100 ton capacity (12' x 12')
SC	4	Parking - Admin.				-	15 spaces
SC	5	Parking - Driver Lounge				-	50 spaces
SC	6	Parking - Mechanics				-	14 spaces
SC	7	Parking - Visitor				-	8 spaces
SC	8	Walking Path				-	For staff on their break
SC	9	Secure Fence and Gates				-	Card / Badge access for staff, sticker for transit
SC	10	Dumpster / Scrap Storage		1	300	300	
SC	11	Tire Storage		1	400	400	(20' x 20')
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
TOTAL STAFF			0				
		<u>NET ASSIGNABLE SPACE (S.F.)</u>				14,844	
		ACCESSORY SUPPORT SPACE			0%	-	
		CIRCULATION FACTOR			0%	-	
		GROSS S.F. FACTOR			0%	-	
		TOTAL PROJECTED AREA (S.F.)				14,844	

ARCHITECTURAL SPACE PROGRAM

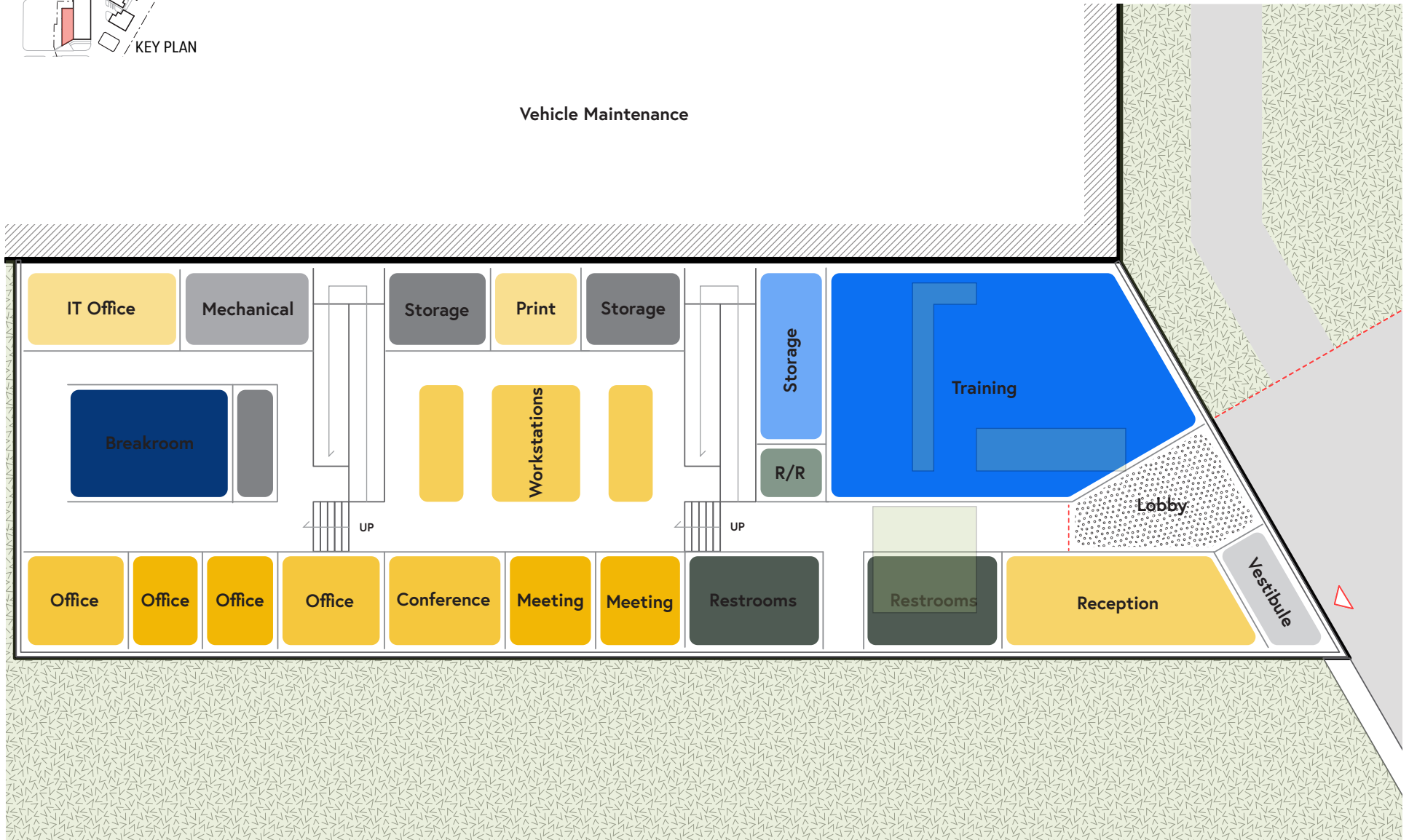
54

DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

CONCEPTUAL FLOOR PLAN DIAGRAMS

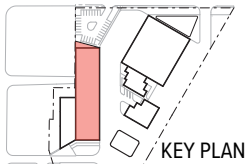


Vehicle Maintenance



ADMINISTRATION (BLOCK DIAGRAM)





VEHICLE MAINTENANCE (BLOCK DIAGRAM)





KEY PLAN

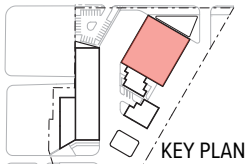
Vehicle Storage



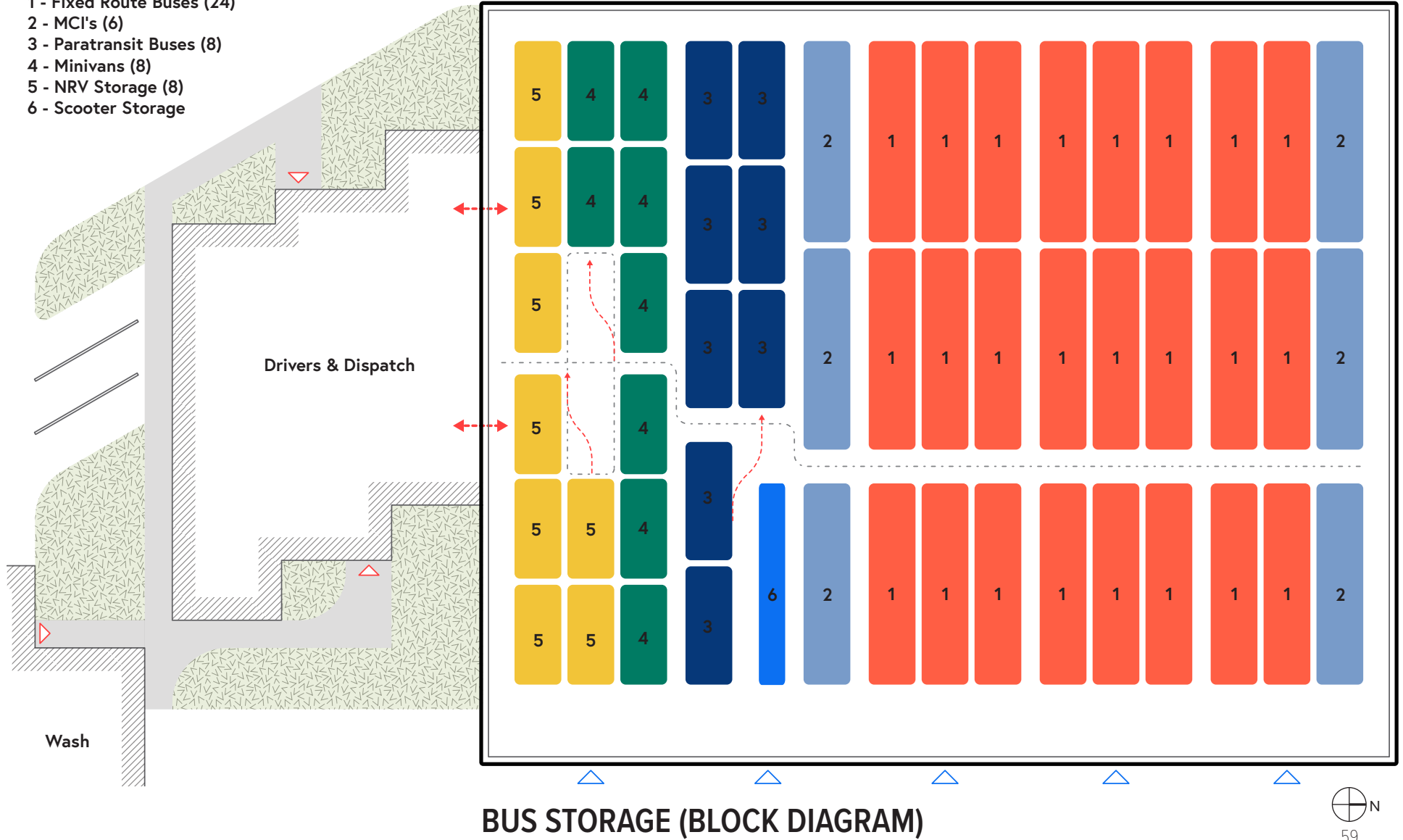
DRIVERS & DISPATCH (BLOCK DIAGRAM)

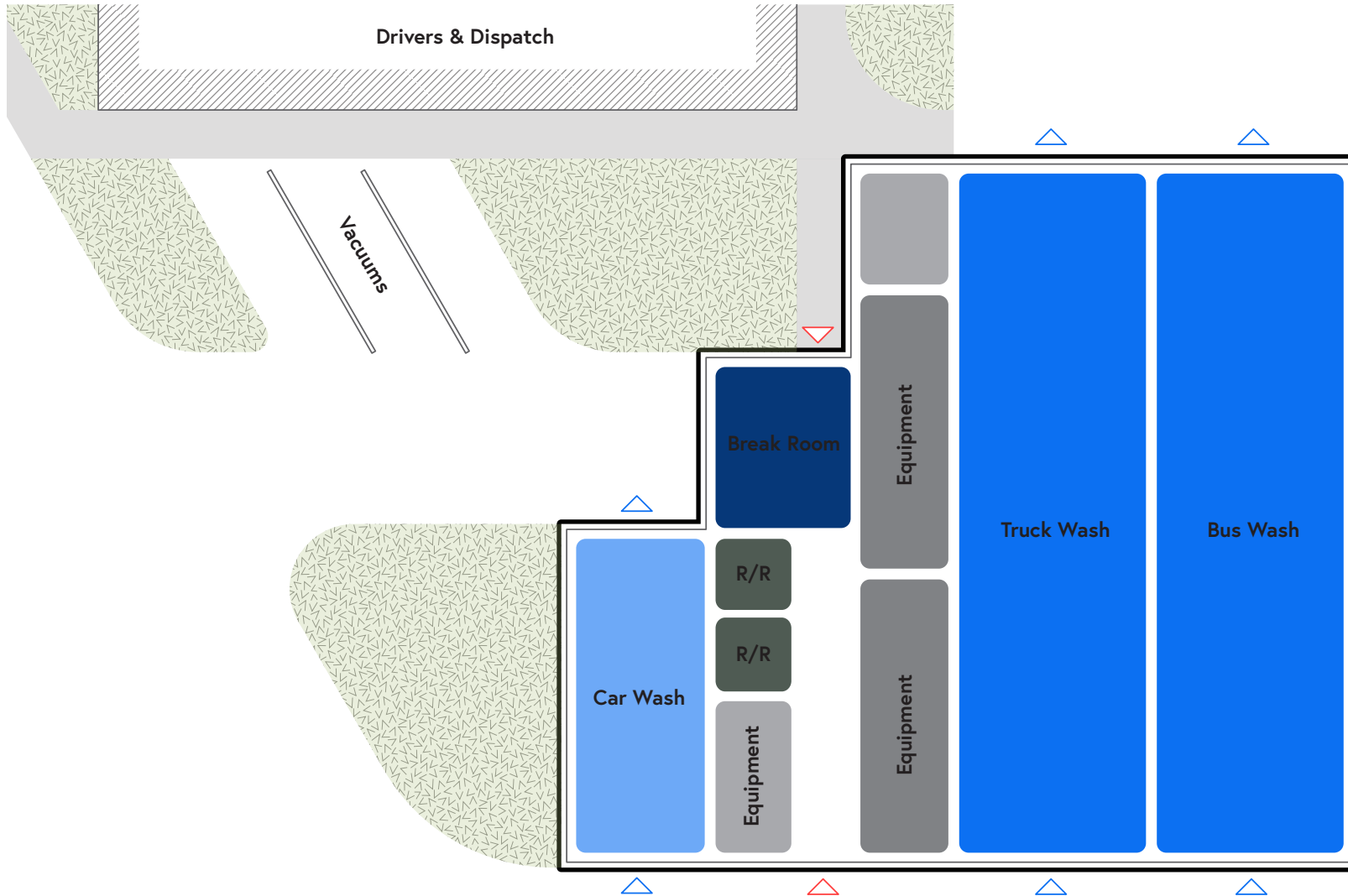


58



- 1 - Fixed Route Buses (24)
- 2 - MCI's (6)
- 3 - Paratransit Buses (8)
- 4 - Minivans (8)
- 5 - NRV Storage (8)
- 6 - Scooter Storage



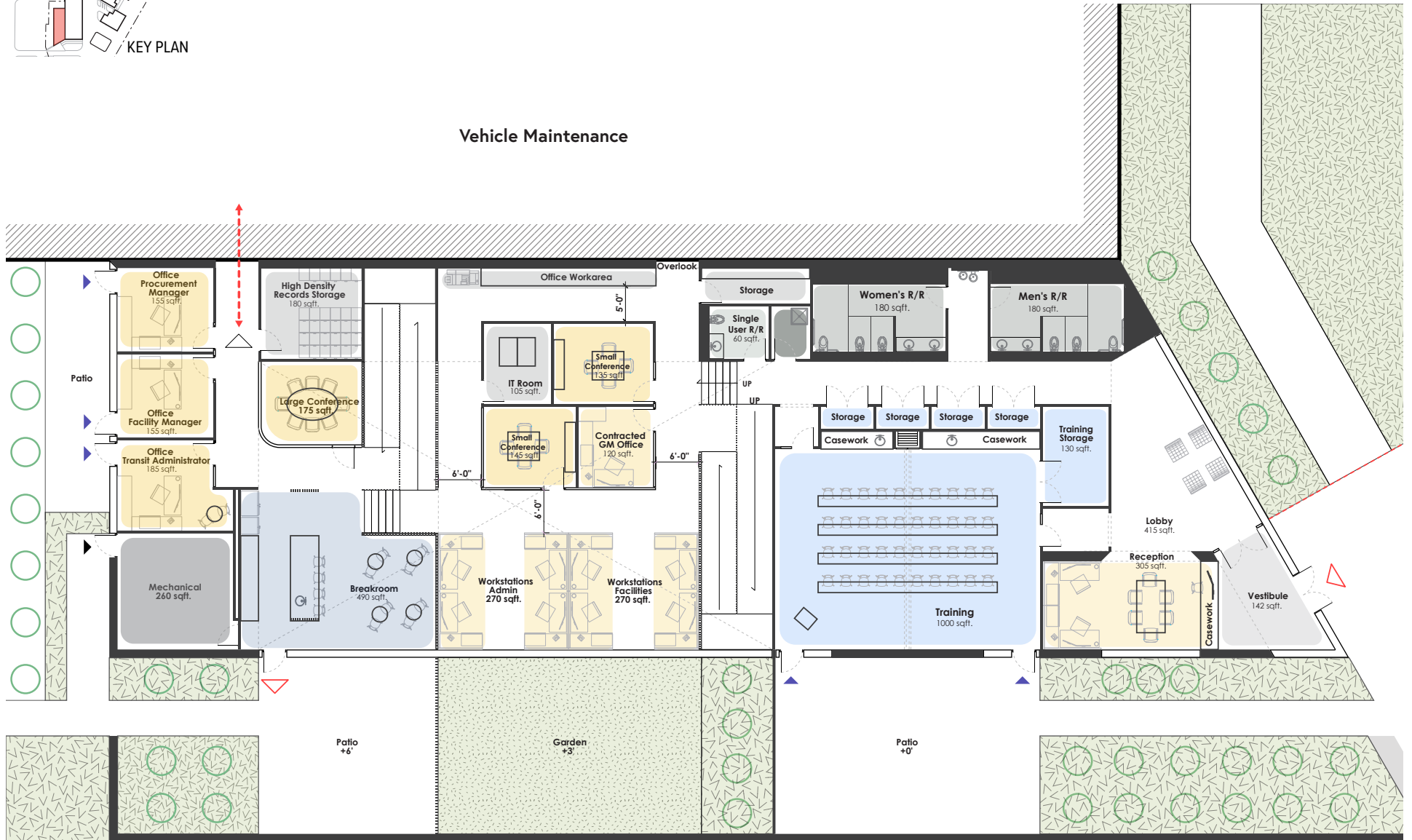
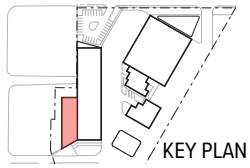


VEHICLE WASH (BLOCK DIAGRAM)



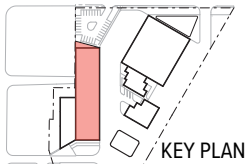
DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

PROPOSED CONCEPTUAL FLOOR PLANS



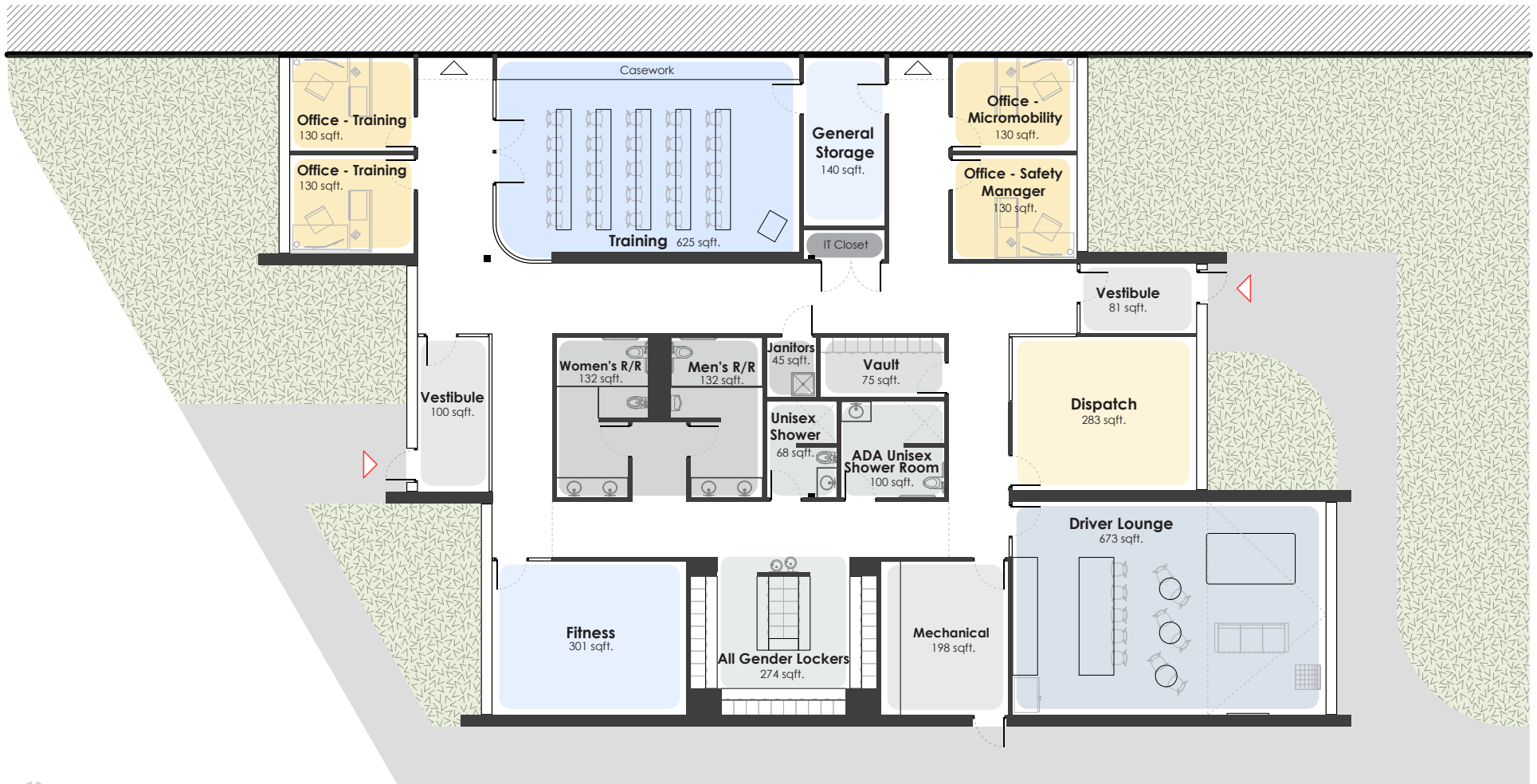
ADMINISTRATION







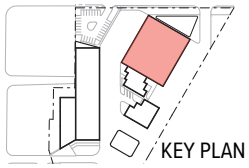
Vehicle Storage



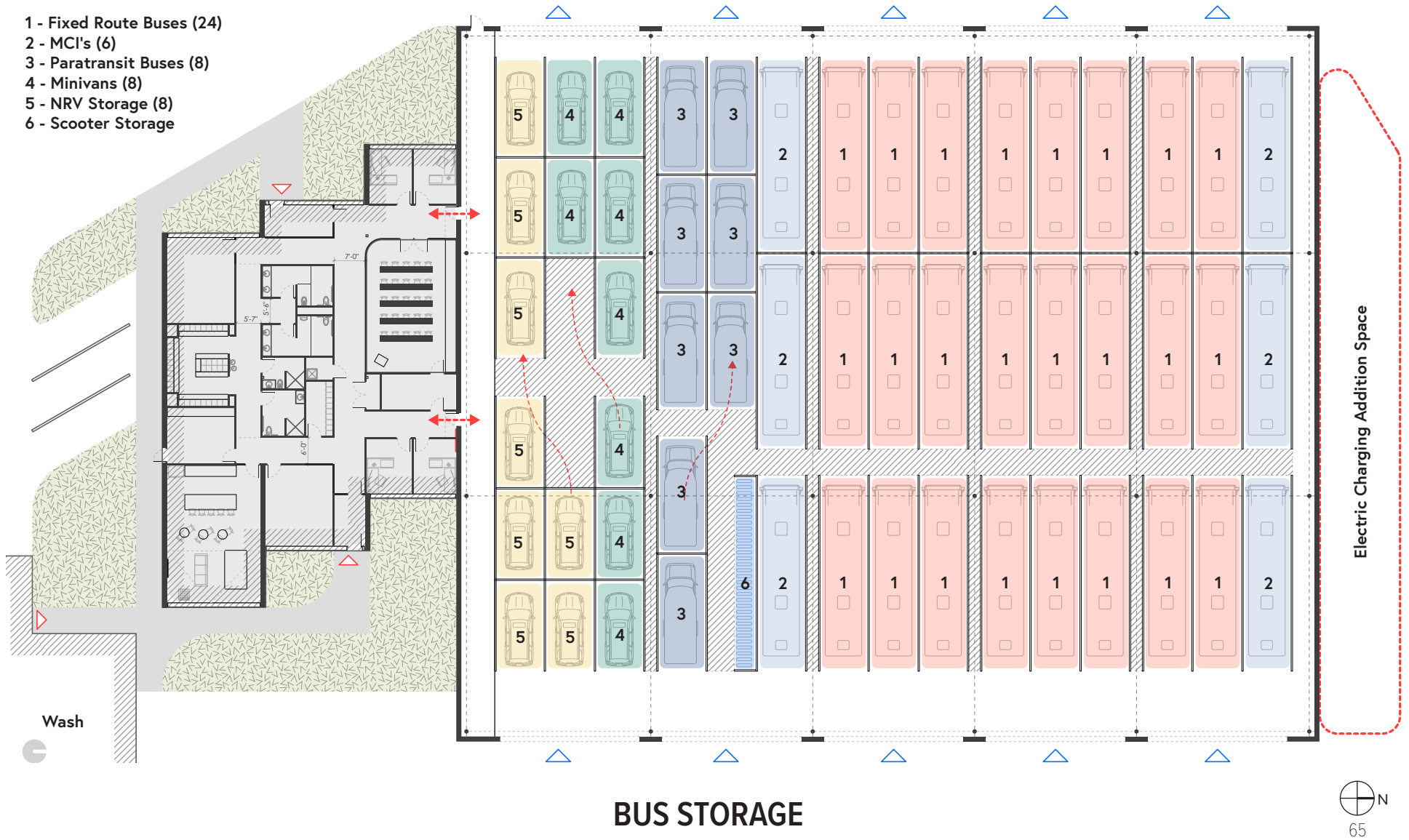
DRIVERS & DISPATCH

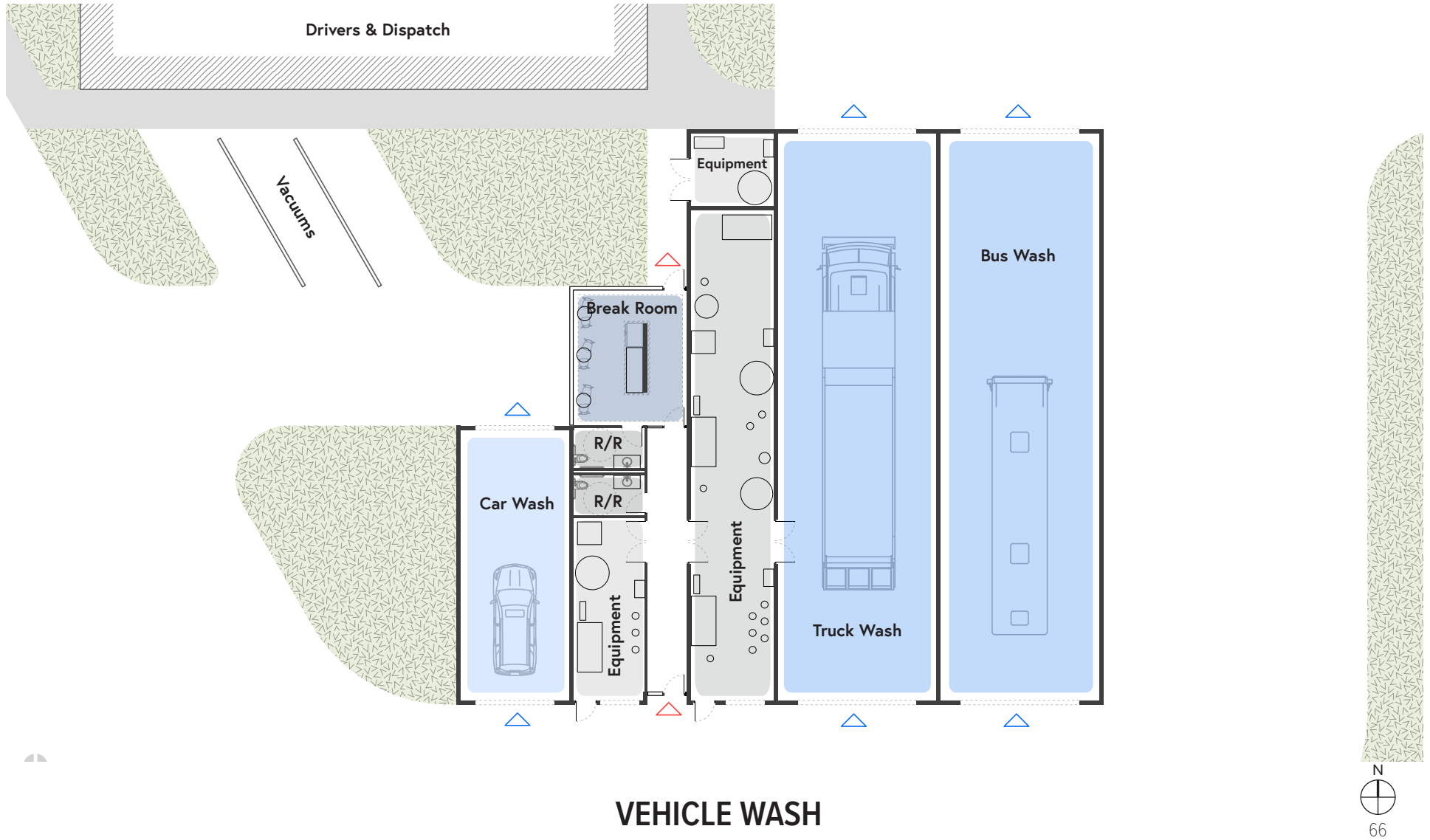


64



- 1 - Fixed Route Buses (24)
- 2 - MCI's (6)
- 3 - Paratransit Buses (8)
- 4 - Minivans (8)
- 5 - NRV Storage (8)
- 6 - Scooter Storage





66

DECATUR PUBLIC TRANSIT SYSTEM MASTER PLAN

CONCEPTUAL COST STUDY

Conceptual Cost Study

Cost Summary			
Construction Cost Segregated by Area/Building	Cost per SF	% of Cost	Total
Site Development			
1. Building Abatement and Demolition		2.57%	\$1,276,000
2. Sitework		21.37%	\$10,621,900
Building Construction			
1. Vehicle Storage [34,720 sqft]	\$ 300.00/sf	20.96%	\$10,416,000
2. Drivers & Dispatch [5,610 sqft]	\$ 425.00/sf	4.80%	\$2,384,250
3. Truck/Bus Wash [5,515 sqft]	\$ 525.00/sf	5.83%	\$2,895,375
4. Car Wash & Breakroom [1,860 sqft]	\$ 615.00/sf	2.30%	\$1,143,900
5. Fueling Island [5,795 sqft]	\$ 240.00/sf	2.80%	\$1,390,800
6. Vehicle Maintenance [25,750 sqft]	\$ 400.00/sf	20.72%	\$10,300,000
7. Vehicle Maintenance Break [1,825 sqft]	\$ 390.00/sf	1.43%	\$711,750
8. Admin Office [9,610 sqft]	\$ 510.00/sf	9.86%	\$4,901,100
9. DPW Salt Storage [4,000 sqft]	\$ 240.00/sf	1.93%	\$960,000
10. DPW Cold Storage [10,000 sqft]	\$ 270.00/sf	5.43%	\$2,700,000
Subtotal		100.00%	\$ 49,701,075
Furniture, fixtures and equipment (FF&E)			\$500,000
Labor and Material Escalation to Mid-Point of Construction [January 2026 @ 3.50% per year avg.]		5.83%	\$2,926,700
Direct Construction Cost Subtotal			\$53,127,775
CM/GC General Conditions		6.00%	\$3,187,700
CM/GC Bonding and Insurance		2.25%	\$1,195,400
CM/GC Construction Contingency		2.00%	\$1,062,600
CM/GC Overhead and Profit		4.25%	\$2,444,200
Total Construction Cost			\$61,017,675

CONCEPTUAL COST STUDY (SUMMARY)

Conceptual Cost Study

General Information

Project Description

This project encompasses the construction of four single story buildings (86,590 gsf), a fuel island with canopy, and a salt storage structure, on a redeveloped site of approx. 9.5 acres.

Alternates

1. Site Expansion/Improvements on Additional Properties	Add	\$498,000
2. Rooftop Photovoltaic System(s) at Vehicle Storage and Vehicle Maintenance Buildings	Add	\$2,188,000
3. Barrier Wall along East Property Line adjacent to Vehicle Storage Building and Fuel Island	Add	\$1,875,000
4. Infrastructure for Electric Vehicle Charging	Add	TBD

Estimate Clarifications

1. Basis document: Proposed Site Plan (6/9/23).
2. Project schedule: assumed construction start 2nd quarter of 2024 and construction completion 2nd quarter of 2027 (approximate 36 month construction duration comprised of Phase 1 (22 months) and Phases 2 & 3 (14 months)).
3. This estimate is based on the assumption that all materials incorporated into the project will be exempt from state and local sales and use tax.
4. This estimate is based on the assumption that the project will be subject to prevailing wage requirements.
5. A 20% design and estimating contingency is included in the direct construction cost.
6. This estimate includes an allowance of \$750,000 (5,000 cy @ \$150/cy) for excavation, trucking, and disposal of contaminated soil.
7. This estimate includes an allowance of \$350,000 for hazardous material abatement at existing buildings to be razed.
8. Abatement and demolition of 340 E. Macon St. is assumed to be performed by others and to be complete prior to commencement of project.
9. This estimate is based on the assumption that existing utility infrastructure located within E. Wood St. and S. Franklin St. ROW is of sufficient capacity to accommodate the requirements of the project.
10. This estimate does not include any accommodations for alternative fuel vehicles or buses on site or in any of the new buildings.
11. This estimate is based on the assumption that a shallow foundation system will be sufficient to provide support for all structures. This estimate does not include any costs associated with overexcavation, dynamic compaction, deep foundation systems, or structural slabs, should conditions necessitate.
12. This estimate does not include any accommodations for alternative fuel vehicles or buses on site or in any of the new buildings.

CONCEPTUAL COST STUDY (SUMMARY)

Conceptual Cost Study

Items not Included in Total Construction Cost	
1.	Architectural/engineering fees
2.	Environmental consulting fees
3.	Owner project administration costs/fees
4.	Building permit fees
5.	Independent testing and inspection
6.	Builder's risk insurance
7.	Utility company charges and tap/connection fees
8.	Relocation of existing utility owned infrastructure
9.	Network equipment/hardware
10.	Dispatch equipment
11.	Radio antenna system
12.	Moving/relocations costs
13.	Land acquisition costs
14.	Legal fees
15.	Owner contingency

CONCEPTUAL ESTIMATE (DETAIL)

City of Decatur
Professional Services Agreement for Transit Campus Master Plan
Schematic Design
RFP #Transit 2022-24

This contract {hereinafter called the "Agreement,") is made between the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter "City"), and Richard L. Bowen & Associates, Inc., an S Corp (hereinafter "Contractor"). The City and Contractor, in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

1. **Services**

Contractor agrees to furnish the City with the Schematic Design as set forth in the Bowen Scope and Fee Proposal for Phase II of the Transit Campus Master Plan RFP, attached as Exhibit A, attached hereto and incorporated by reference. Any work performed outside of Exhibit A, without the City's express written consent, shall be solely at the expense of the Contractor.

2. **AGREEMENT DURATION**

Services will be provided as set forth in Exhibit A and directed by the City beginning on the date of execution of this agreement and continuing until works are completed or until terminated pursuant to this Agreement. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart.

3. **Compensation**

Total compensation for all work performed under this agreement shall not exceed Four Hundred Thousand Dollars (\$400,000) as set forth in the pricing schedule of Exhibit A. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts remaining due, accurate to the date of the invoice, with request for each payment.

4. **TERMINATION OF AGREEMENT**

The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor shall not incur any additional costs without the City's express written permission. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving

Contractor's written notice of said breach. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission.

5. **ASSIGNMENT AND/OR SUBCONTRACTING**

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City. If Subcontractors are to be used, this does not relieve the Contractor from any responsibility of complete and acceptable performance. The Contractor shall not enter into any subcontracts or agreements or start any work by the work forces of a Subcontractor, with respect to this Agreement, without the prior written consent of the City. Any work that is subcontracted for this project must also abide by all clauses and terms listed in this Agreement. The Contractor shall include all flow down language including all terms and conditions of this Agreement in any agreements with subcontractors.

6. **RECORDS**

The Contractor agrees to maintain all books, records; accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto 49 CFR 18.39(i) (11). In addition, Contractor recognizes and acknowledges that the City is subject to the Illinois Freedom of Information Act and that the City will comply with the terms of the Act as it may relate to this Agreement or the relevant records pertaining to the Agreement.

Upon full payment of all monies owed to the Contractor, all drawings, specifications, reports, and any other project documents (Work Product) prepared by the Contractor in connection with any or all the services to be furnished thereunder shall be delivered to the City for the express use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City upon full payment of all monies owed to the Contractor unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon reasonable request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon reasonable request.

7. **GOVERNING LAW**

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois and any actions related to this Agreement must be filed in court in the Circuit Court of Macon County, State of Illinois.

8. **INDEPENDENT CONTRACTOR**

The City's relationship to the Contractor under this Agreement shall be that of an independent Contractor. The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees, or Subcontractors.

The City's compensation to Contractor shall be limited to that as set forth in this Agreement and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes, or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or Contractors.

9. **INDEMNIFICATION**

The Contractor shall be responsible for all damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the performance of this Agreement and shall indemnify and hold harmless the City its elected or appointed officials, its employees, agents, directors and officers, and employees from all actions, claims, or damages resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of its negligent act, error, and/or omission.

The Contractor agrees to indemnify and hold harmless the City its elected or appointed officials, its employees, agents, directors, and officers against any claims made by employees of the Contractor or any of their Subcontractors, as well as all other persons, arising out of, related to, or resulting directly from this Agreement to the extent such losses, damages, injuries, and liabilities are caused by negligence of the Contractor. This Agreement shall apply to all such damages, except for those caused by City intentional misconduct. This indemnification shall survive the termination of this Agreement and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991). Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs, or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort

Immunity Act, 745 ILCS 10/1et seq., or other such immunity statute or common law, by reason of indemnification or insurance.

10. **INSURANCE, LICENSURE, AND INTELLECTUAL PROPERTY**

The Contractor, prior to the execution of the Agreement, shall obtain and keep in force during the performance of work under any Agreement, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the Agreement. Workers' compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability

a. Each Accident	\$500,000
b. Disease - policy limit	\$500,000
c. Disease - each employee	\$500,000

Commercial General Liability

a. General Aggregate limit	\$2,000,000
b. Products - Completed Operations	\$2,000,000
c. Each Occurrence limit	\$1,000,000

Commercial Automobile Liability

Bodily Injury & Property Damage, Combined Single limit	\$1,000,000
---	-------------

The policy shall cover owned, non-owned, and hired vehicles. Upon request, the Contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The Contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the Agreement. The certificate of insurance shall include the City, its elected or appointed officials, its employees, agents, directors, and employees as additional insured. In no event shall any failure of the City to receive certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in for the required insurance.

It shall be an affirmative obligation upon the Contractor to advise the City within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the Agreement. The Contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the Agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained because of or because of the products or services supplied. Contractor's insurance will be primary.

11. **CERTIFICATIONS**

Executing this Agreement constitutes acknowledgement, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement, which the Contractor is responsible for identifying and complying with:

Sexual Harassment: The Contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and programs.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 ILCS 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 or 720 ILCS 5/33-4 or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. The Contractor is responsible for regularly updating their documents to reflect new prevailing wage rates made available by the Illinois Department of Labor at www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Ch. 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that they shall not discriminate based on any protected classification.

12. **NOTICE**

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:

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

To: Richard L Bowen & Associates
 Attn: Director of Public Architecture
 2019 Center St. Suite 500
 Cleveland, OH 44113

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed, and attested by its City Manager and City Clerk.

City of Decatur, Illinois

Scot L. Wrighton, City Manager

Kim Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed, and attested by its Corporate Officers this day of _ 2023

Richard L. Bowen & Associates, Inc.

By: _____

Title: _____

ATTEST: _____

By: _____

Title: _____

EXHIBIT A BOWEN SCOPE AND FEE PROPOSAL

**EXHIBIT A****Scope and Fee Proposal for City of Decatur Transit Campus Plan Schematic Design**

Date Initiated: October 3, 2023 CSA No.: 01
Client: City of Decatur, IL. Contact: Lacie Elzy
Project: Decatur Transit – New Transit Campus Project
Project No. 13651.00 Date of Original Agreement: November 21, 2022
Project Manager: Ken Emiling, AIA, NCARB

Description of Owner-Requested Changes in Service:

The Programming & Conceptual Design Report has been completed and approved by the City of Decatur, and the Bowen Team has been asked to submit a fee proposal to complete the next design phase, Schematic Design (SD). This phase takes the project to approximately 30% complete.

This proposal includes the development of all the scope contained within the conceptual report.

This proposal is being submitted as a Change-in-Service Agreement (CSA) to the existing Prime Contract.

This SD proposal is being submitted as a lump sum fee, to be billed monthly based upon the percentage of work completed.

See proposed deliverables, next page. See proposed fee, below.

Total Proposed Fee:

SD Arch & Project Mgmt.	\$172,754.00	Bowen
SD Structural	\$35,000.00	Osborn Engineering
SD Civil	\$12,470.00	SKS Engineering
Geotech. Report	\$22,057.50	SKS Engineering
SD MEP	\$53,400.00	Heapy Engineering
SD Industrial	\$64,986.00	Gannett Fleming
LEED Coord.	\$4,500.00	NEO Sustainability
SD Estimating	\$12,500.00	NV5
NEPA / FTA	\$17,332.50	Lawhon & Associates
Reimbursables	\$5,000.00	Bowen Reimbursable Estimated Costs
Total:	\$400,000.00	Total Bowen Team Schematic Design Fee

The SD package will be completed in approximately 10-14 weeks, starting at the notice to proceed.

Approved by:

Architect:

Allan L. Renzi, AIA, President

Date: 10/3/2023

Client:

Date:

Signature

Print Name and Title

PROPOSED SCOPE AND DELIVERABLES

Schematic Design (SD) is the first of three standard design phases that a project of this size and scope would typically go through. This phase, in general, involves the further study and delineation of the conceptual design. The SD phase also includes the creation of some preliminary engineering drawings as well. The following is a list of the general deliverables that should be expected at the conclusion of this phase:

- Civil Overall Site Plan
- Civil Grading Plan
- Civil Utility Plan
- Typical Civil Details
- Civil Zoning Code Review
- Proposed Construction Phasing Plan
- Architectural Building Code Review
- Architectural Floor Plans (all proposed structures)
- Architectural Elevations (all proposed structures)
- Architectural Building Sections (all proposed structures)
- Architectural Renderings of each structure
- 3D Walk-through of overall campus and selected buildings
- Structural Foundation & Framing Plans (all proposed structures - diagrammatic)
- MEP Single-Line Diagrams for Building Systems (all proposed structures - diagrammatic)
- Vehicle / Industrial Equipment Plans & Schedule
- Narrative Information (as needed)
- Eco-Charrette to be held during the SD phase to determine the most appropriate and obtainable LEED certification level.
- LEED Scorecard showing potential LEED credits to be gained during design.
- NEPA Documentation & Coordination with FTA
- SD-Level, updated Project Estimate
- Presentation(s) to the City Council or other groups as needed (assuming they can be accomplished in one trip to Decatur).

- ☐ *Note: The proposed fee and scope is based upon the site plan and building plans from the Conceptual Report.*
- ☐ *Note: The proposed fee and scope is based upon the conceptual project estimate of \$61,017,675*
- ☐ *Note: During the SD Phase, the Design Team will meet with the Decatur Transit Team up to three (3) times to review the progress of the design.*
- ☐ *Note: Significant changes to the conceptual design are not included in the proposed fee.*

Note: This document is a modification to the prime agreement dated November 21, 2022. All contractual requirements of that agreement still apply.

Please note that services cannot be performed until an executed copy of this document is received by the Architect. Client's signature is an authorization for the Architect to proceed with Additional Services in accordance with the terms and conditions of the Agreement between the Owner and the Architect for the Project.

cc: Project Manager Accounting
Contract File

\\rlba-fs01\13501-15000\13651\Doc\Agreements\Change in Service Agreements\CSA #1 - Schematic Design\230626 - Decatur Transit CSA 01 (SD Fee Proposal).docx

EXHIBIT B

REQUIRED CLAUSES

Incorporation of Federal Transit Administration (FTA) Terms. The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IF, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request of the City, which would cause the City to be in violation of the FTA terms and conditions.

Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government

1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Access to Records. The following requirements apply to this Agreement but do not apply to any subcontracts.
4. The Contractor agrees to provide the City, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Contractor agrees to maintain all books, records; accounts and reports required under. this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

Civil Rights.

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - (a) Race, Color, and Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL} regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 m; film. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by

Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, 11 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. Suspension and/or Debarment. The Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier subcontract it enters into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension: and/or debarment.

Disputes.

Disputes arising in the performance of this Agreement, the authorized representative of the City Manager of the City shall decide which are not resolved by agreement of the parties, in writing. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by City, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Termination.

- (1) Termination for Convenience the City may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including Agreement closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- (2) Termination for Default, Breach or Cause If the Contractor fails to perform in the manner called for in the Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, the City may terminate this Agreement for default. - Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new performance schedule, may allow the Agreement or to continue work, or treat the termination as a termination for convenience.
- (3) Opportunity to Cure the City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period in which to cure the defect. In such case, the notice of termination **will** state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (4) Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Ownership of Records and Documents/Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to

material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCD 140/1, et seq. (the "Act") requires the City to produce certain records that may be in the possession of Contractor. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to Contractor before receipt of same from the City; or (b) becomes publicly known other than through Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. Contractor shall comply with the record retention and documentation requirements of the Local Records Act ILCS 205/1, et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

Simplified Acquisition Threshold

Simplified Acquisition Threshold. Agreements for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach Agreement terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317-200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Flow Down Requirement

FTA Master Agreement (28) Section 39(b). Notification to FTA; If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have FY2022 Contractors Manual - Procurement 9-57 submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to Subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Bonding

2 CFR 200.326: For construction or facility improvement Agreements or subcontracts exceeding the Federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the nonfederal entity provided that the Federal awarding agency or pass-through entity has decided that the Federal interest is adequately protected.

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the Contractor for 100 percent of the Agreement price. A "performance bond" is one executed in connection with a Agreement to secure fulfillment of all the Contractor's obligations under such Agreement.

(c) A payment bond on the part of the Contractor for 100 percent of the Agreement price. A "payment bond" is one executed in connection with a Agreement to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Agreement to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Agreement.

Byrd Anti-Lobbying

Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Disadvantaged Business Enterprises

This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

Police Department

DATE: 10/26/2023

MEMO: 23-64

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Purchase of Mobile Scout Crime Prevention Surveillance Trailer

SUMMARY RECOMMENDATION: It is the recommendation of the staff that the Council authorize the purchase of the crime prevention surveillance trailer in the amount of \$39,279.

BACKGROUND:

At its last meeting the City Council directed staff to purchase a second unit after approving purchase of the first unit.

This mobile crime prevention surveillance trailer is an overt piece of equipment that allows law enforcement significant flexibility in safety/security operations, crime deterrence, and evidence collection. This equipment can serve as a visible deterrent to criminal activity, as those in the vicinity will know their actions are being monitored. A more detailed product description has been provided in the reference materials for a more expansive list and description of benefits.

DPD has been testing this piece of equipment (Mobile Scout Trailer) for the past couple of months. It has been utilized in a high visibility location where crowds were known to gather. Since the testing of this equipment, there have been no further issues with crowds at this location.

This equipment can also be used during large public gatherings, such as festivals and community events, to assist law enforcement in their ability to manage overall event safety and security.

This equipment will be purchased using the Community Violence Prevention Grant (Turner Grant), as it has been approved as an allowable expense, and there are additional funds available through this grant. Any funds needed for this purchase that cannot be covered by the grant will be funded through other special law enforcement funds.

It should be noted that the cost for this unit includes a \$2500 discount due to the purchase of multiple units.

PRIOR COUNCIL ACTION: The first unit was authorized under resolution R2023-213.

POTENTIAL OBJECTIONS: None, as the Council recommended the purchase of the second unit.

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745.

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
Quote	Backup Material
Product Description	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF A CRIME PREVENTION
SURVEILLANCE TRAILER FOR THE DECATUR POLICE DEPARTMENT**

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

Section 1. That the quote presented to the City Council herewith from Infinite Protection regarding the purchase of a crime prevention surveillance trailer for the Decatur Police Department be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Infinite Protection in an amount not to exceed \$39,279.

PRESENTED, PASSED, APPROVED and RECORDED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Estimate

EST-2022014

INFINITE PROTECTION

Infinite Protection LTD

10 West Auglaize Street
Wapakoneta Ohio 45895
U.S.A

Bill To
Decatur PD

Estimate Date : 10/24/2023

Subject :

2nd Unit

Description	Qty	Rate	Amount
Scout Trailer	1.00	40,000.00	40,000.00
Solar Panel: 3 x 435W, Mono-Crystalline			
Gel Battery- 6 x 150AH, Dc 12V, 10800W-h			
40A MPPT Controller			
Steel Mast, Square Telescopic, 31' Manual Lift			
7 Hour Charging Time			
5.5 day Running at 65W			
24V System			
Secure Network Gateway with Ethernet, Wi-Fi, & Armored Tunnel			
ICYPER Network Video Recorder with 30 day recording time			
Swivel Head Mount			
Gas Generator AC220V/110V,EPA			
Color: White			
2- 30x PTZ cameras			
1- Panoramic camera			
4- Orange safety cones			
2 -Wheel Blocks			
IP Speaker	1.00	579.00	579.00
Scout Delivery & Setup	1.00	1,200.00	1,200.00
Sub Total			41,779.00
Discount			(-) 2,500.00
Total			\$39,279.00

Notes

CURRENT LEAD TIME TO RECEIVE PRODUCT IS CURRENTLY 6-8 WEEKS.

Crime Prevention Surveillance Trailers: Enhancing Security And Peace Of Mind



In an increasingly complex and interconnected world, security has become a top concern for individuals, communities, and businesses alike. One of the most effective tools in combating crime and maintaining safety is the use of surveillance technology. Among the many innovative solutions available, crime prevention surveillance trailers have emerged as a versatile and powerful option. These portable surveillance units offer a range of benefits, from deterring criminal activity to aiding in investigations. In this blog post, we will explore the security advantages of crime prevention surveillance trailers and how they contribute to creating a safer environment for everyone.

Visible Deterrence:

One of the primary benefits of surveillance trailers is their ability to act as a visual deterrent against criminal activities. The conspicuous presence of these units serves as a powerful warning to potential wrongdoers that their actions are being monitored. The knowledge that their illicit activities are likely to be captured on high-definition cameras and recorded can significantly discourage criminals from engaging in unlawful behavior. The mere sight of a surveillance trailer can create an environment of increased vigilance and deter opportunistic crimes. 

Rapid Deployment and Flexibility:

Crime prevention surveillance trailers are designed for mobility, allowing them to be rapidly deployed to areas where heightened security is required. These units can be easily transported to construction sites, outdoor events, neighborhoods, or any other locations with temporary or evolving security needs. The ability to move surveillance trailers as per changing requirements makes them a versatile tool for law enforcement agencies, private security firms, and community organizations, providing enhanced security where it is needed most.

24/7 Monitoring and Remote Access:

Surveillance trailers are equipped with state-of-the-art cameras and recording systems that offer continuous monitoring capabilities. These systems are often equipped with infrared technology, enabling clear footage even in low-light conditions. Additionally, many surveillance trailers have remote access capabilities, allowing authorized personnel to monitor the live feed remotely. This feature enables immediate response in case of suspicious activities, accidents, or emergencies, providing a rapid and proactive approach to security.

Evidence Collection and Investigations:

In the unfortunate event of a crime occurring, surveillance trailers play a critical role in gathering evidence. The high-quality video footage captured by these units serves as valuable evidence for investigations, aiding law enforcement in identifying suspects, determining the sequence of events, and building strong cases against perpetrators. This evidence can be instrumental in bringing criminals to justice and ensuring a safer community for all.

Enhanced Public Safety and Community Engagement:

By promoting a sense of security and deterring criminal activity, surveillance trailers contribute to overall public safety. Individuals and communities feel more secure when they know that their surroundings are being monitored. This increased safety perception fosters a positive environment, encouraging community members to engage with one another and participate in activities without fear. Crime prevention surveillance trailers, thus, play a vital role in strengthening community bonds and improving the overall quality of life.

Conclusion:

Crime prevention surveillance trailers offer a comprehensive and proactive approach to security. Their visible presence acts as a powerful deterrent, while their mobility and remote monitoring capabilities ensure quick response and effective evidence collection. By enhancing public safety and promoting community engagement, these surveillance trailers contribute to a safer and more secure environment for individuals, businesses, and communities at large. Embracing such innovative solutions is a step toward building a better future, where crime is deterred, and peace of mind prevails.



Tweet



 Pinterest

Email



Contact Our Security Experts

(844) 637-1350(tel:8446371350)

info@infiniteprotectionltd.com(mailto:info@infiniteprotectionltd.com)

10 W Auglaize St. - Wapakoneta, OH 45895

6949 Speedway Blvd. Suite 106 - Las Vegas, NV 89115



(https://infiniteprotectionltd.com/wp-content/uploads/2022/06/Untitled-3.png)



(https://infiniteprotectionltd.com/wp-content/uploads/2022/07/axxon.png)

(https://infiniteprotectionltd.com/wp-content/uploads/2021/0

Facebook

(<https://www.facebook.com/infiniteprotectionltd>) |

LinkedIn

(<https://www.linkedin.com/company/infiniteprotectionltd>) |

YouTube (<https://www.youtube.com/channel/UCIpv-Xmd88Od9WN2oSXkogw>) | Privacy Policy

(<https://infiniteprotectionltd.com/privacy-policy/>)

© Infinite Protection Ltd. All rights reserved.



Police Department

DATE: 10/27/2023

MEMO: 23-65

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Lease Agreement Extension with Flock Safety

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND:

In 2021, the Council approved the lease of 60 License Plate Readers (LPRs) from Flock Safety. In 2022, the Council an additional 40 LPRs on the lease. The original lease was through 2023-2024, and would/could renew year to year afterwards. One neighborhood organization funded another Flock camera. There are 101 Flock cameras deployed on the streets of Decatur.

In conversations with Flock Safety regarding extending the lease, Flock Safety offered to fix the price of the lease of the cameras if we entered into a 5-year lease agreement. In the alternative, there would be a 5% increase on the price of the lease each year. Thus, by entering into a 5-year lease, the City locks in the price of the LPRs at \$2500 per camera, per year through 2028 (\$250,000 total per year). This amounts to a savings of roughly \$65,000 when the credit for 2024 is factored.

It should be noted that although the resolution authorizes a payment of up to \$250,000 for 2024, the actual amount will be less. This is because the payment made in July 2023 runs from July 2023 through July 2024. Thus there will be a credit applied to the 2024 bill, but that amount is yet to be determined, and will be based on the effective date of the extension (which will be in January 2024). The Flock contract is funded by ARP money through 2025; so for the last three years of the agreement, the city will have to identify alternative funding to support camera leases and deployment.

Flock Safety LPRs have been highly valuable in efforts to address crime in Decatur. The technology has assisted in solving crimes ranging from Theft to Homicide. The Flock Safety platform is expanding and has the potential to offer additional technology in the future. Continuing to partner with Flock Safety is highly recommended by staff.

PRIOR COUNCIL ACTION:

R2021-40

R2022-26

STAFF REFERENCE: Shane Brandel, Chief of Police, 217-424-2745,
sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
Updated Payment Schedule	Backup Material
Original Flock Lease Agreement	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING A FIVE-YEAR LEASE AGREEMENT EXTENSION
BETWEEN THE CITY OF DECATUR AND FLOCK SAFETY FOR LPR CAMERAS IN
THE CITY NEIGHBORHOODS AND ADJACENT THOROUGHFARES**

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

Section 1. That the extended lease agreement presented to the City Council herewith from FLOCK SAFETY for the lease of 100 LPR Cameras for the years 2024 through 2028 be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said lease payments on behalf of the City of Decatur to Flock Safety in an amount not to exceed \$250,000 for the year of 2024, \$250,000 for the year 2025, \$250,000 for the year 2026, \$250,000 for the year 2027, and \$250,000 for the year 2028.

PRESENTED, PASSED, APPROVED and RECORDED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Flock Safety + IL - Decatur PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Philip Nanni
phil.nanni@flocksafety.com
8159156316



EXHIBIT A
ORDER FORM

Customer: IL - Decatur PD
Legal Entity Name: City of Decatur
Accounts Payable Email: sbrandel@decaturil.gov
Address: 1 Gary Anderson Plaza Decatur, Illinois 62523

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$250,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	100	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$250,000.00
Subtotal Year 2:	\$250,000.00
Subtotal Year 3:	\$250,000.00
Subtotal Year 4:	\$250,000.00
Subtotal Year 5:	\$250,000.00
Discounts:	\$250,000.00
Estimated Tax:	\$0.00
Contract Total:	\$1,250,000.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$250,000.00
Year 2	\$250,000.00
Year 3	\$250,000.00
Year 4	\$250,000.00
Year 5	\$250,000.00
Contract Total	\$1,250,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$250,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Decatur PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer:	Contact Name:
Address:	Phone:
	E-Mail:
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 36 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions
---	--

flock safety

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera Camera for evidence + real-time alerts to police. Used for high traffic and entrances / exits.	\$2,500.00	60	\$150,000.00
Implementation Fee Camera Implementation Fee	\$250.00	60	\$15,000.00

Year 1 Total **\$165,000.00**

Recurring Total: \$150,000

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Alex Latraverse Title: _ VP of Growth Date: 02/08/2021	By: Name: Title: _ Date:

Flock Group Inc.
Today's Date - Feb 05, 2021
This proposal expires in 30 days.

Order Form
City of Decatur - Phase 1
Page 124 of 412
0066g00003SusbRAAR

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

flock safety

1.7 “**Hardware**” shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency

flock safety

and not for tracking activities that the system is not designed to capture (“Permitted Purpose”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

flock safety

2.7.2 *Agency's Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 *Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 *Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

flock safety

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any required disclosure pursuant to a Freedom of Information request, subpoena, summons, judicial order or other

flock safety

judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera offerings where only some of the cameras are installed at the first installation and additional cameras will be

flock safety

installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). ***Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form*** (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") ***unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.***

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder

flock safety

will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

flock safety

LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Parties hereby agree to indemnify and hold each other harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

flock safety

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Intentionally Omitted.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Illinois will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Macon County, Illinois by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services,

flock safety

the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Municipal Services

DATE: 10/25/2023

MEMO: 2023-103

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC. for Tree Removal In Various Locations

SUMMARY RECOMMENDATION:

City Council is asked to authorize the execution of a purchase order between the City and Oak Brothers Tree Care & Removal, LLC. for Tree Removal various locations for their low bid price of \$60,225.00.

BACKGROUND:

The trees being removed are dead, dying or hazardous trees. See attached map and tree lists for details

Bids were sent out by the Purchasing Department on October 20, 2023. Two bids were received, Oak Brothers Tree Care and Removal, LLC was accepted as the lowest responsible bid.

The project will remove 24 trees which are too large or difficult for City crews to effectively or safely remove.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None foreseen **LEGAL REVIEW:** Project documents were submitted to the Legal Department on October 23, 2023

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: This project is an annual expense in the Land and Building Management operating budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC for Tree Removal Various Locations	Resolution Letter
Tree Removal Area Maps	Backup Material
Area 1 Tree Removal	Backup Material
Area 2 Tree Removal	Backup Material
Area 3 Tree Removal	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE
FROM OAK BROTHERS TREE CARE & REMOVAL, LLC. FOR TREE
REMOVAL IN VARIOUS LOCATIONS**

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

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

Section 2. That the bid price provided by Oak Brothers Tree Care & Removal, LLC., in the amount of \$60,225.00, be accepted and a purchase order be awarded accordingly.

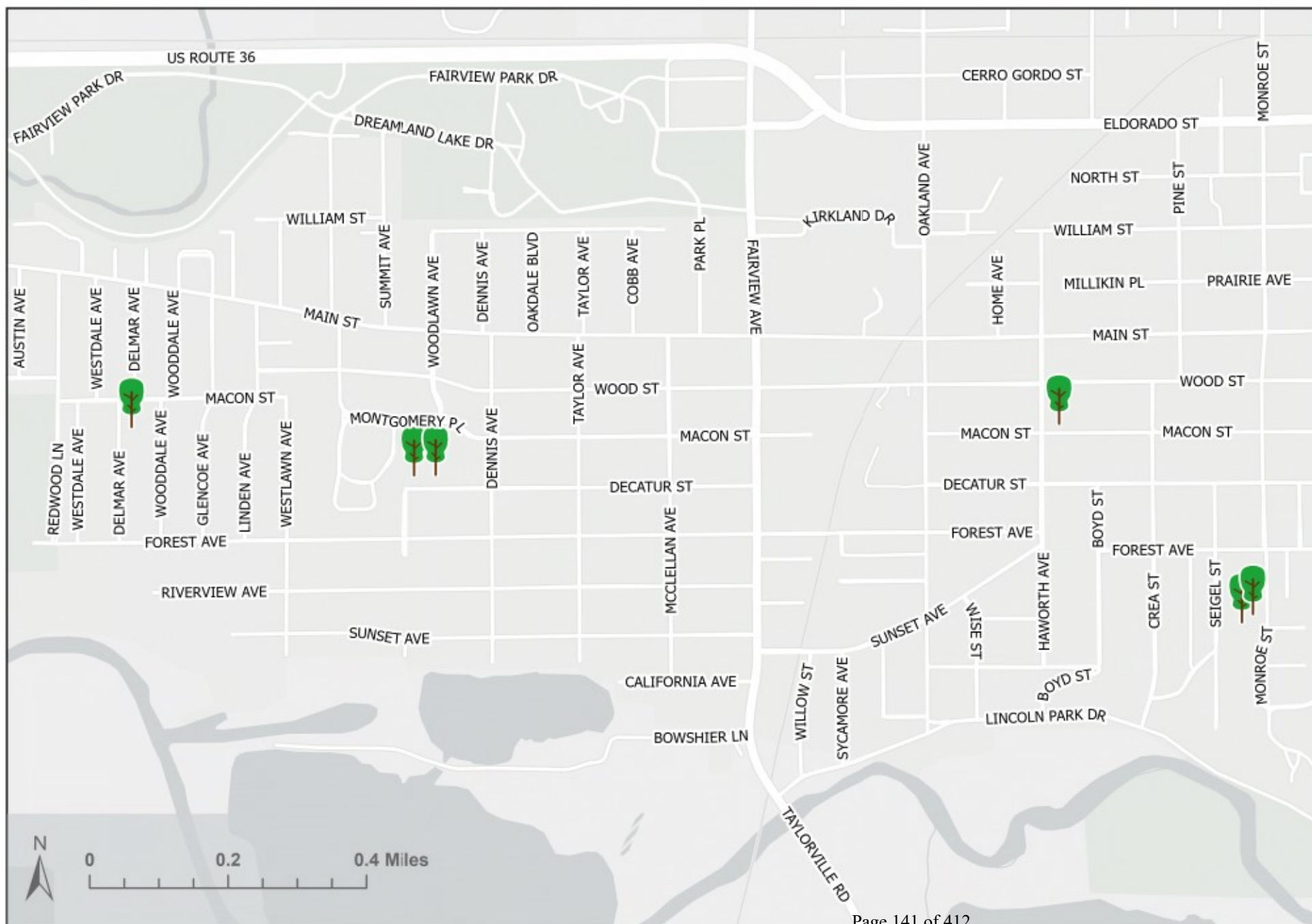
Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Oak Brothers Tree Care & Removal, LLC., for their bid price of \$60,225.00.

PRESENTED and ADOPTED this 6th day of November 2022.

Julie Moore Wolfe, Mayor

ATTEST:

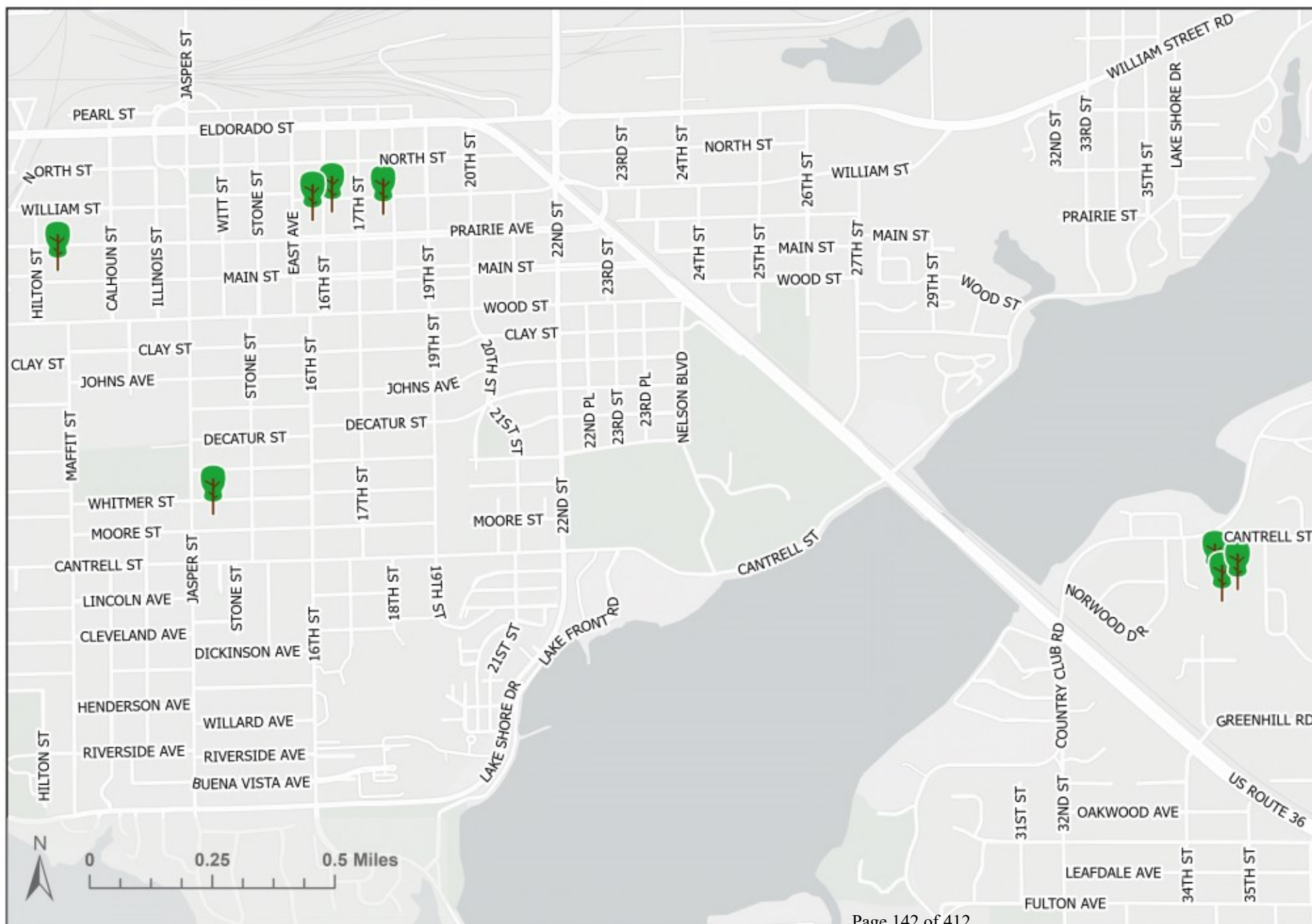
City Clerk





Tree Removal Area 2

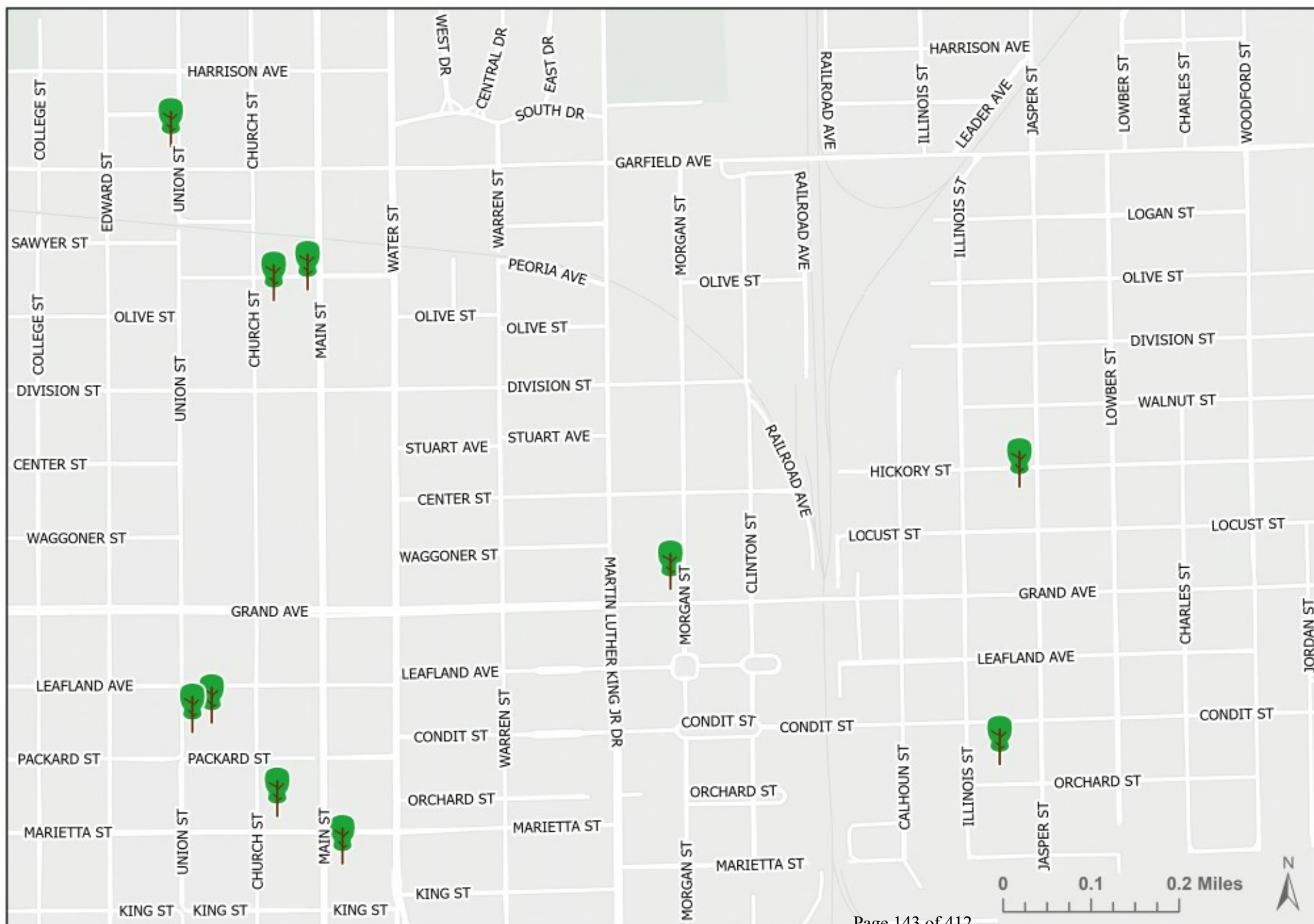
City of Decatur, Illinois





Tree Removal Area 3

City of Decatur, Illinois



TREE REMOVAL AREA 1

6 TREES TO BE RMOVED

AREA BOUNDED BY MONROE ST. TO THE EAST, WOOD ST. TO THE NORTH, LINCOLN PARK DR. TO THE SOUTH, REDWOOD LN. TO THE WEST.

- | | |
|----------------------------------|------------------|
| 1. 2355 W. MACON | 40" MAPLE |
| 2. 1759 W. DECATUR (ACROSS FROM) | 32" UNKNOWN |
| 3. 1759 W. DECATUR (ACROSS FROM) | 28" UNKNOWN |
| 4. 946 W. MACON | 36" SILVER MAPLE |
| 5. 601 S. MONROE | 37" BLACK LOCUST |
| 6. 601 S MONROE | 32" BLACK LOCUST |

TREE REMOVAL AREA 2

8 TREES TO BE REMOVED

AREA BOUNDED BY ELDORADO ST. TO THE NORTH, MARTIN LUTHER KING JR. DR, TO THE WEST,
CANTRELL ST. TO THE SOUTH, 44TH ST TO THE EAST.

7. 246 N. 18 TH (ACROSS FROM)	38" CATALPA
8. 1601 E. WILLIAM	35" SILVER MAPLE
9. 222 N. 16 TH (ACROSS FROM)	40" HACKBERRY
10. 833 E. MAIN (ACROSS FROM)	47" SILVER MAPLE
11. 1245 E WHITMER	36" SYCAMORE
12. 3875 E. CANTRELL	30" ASH
13. 3875 E CANTRELL	26" PINE
14. 3875 E CANTRELL	22" PINE

TREE REMOVAL AREA 3

10 TREES TO BE REMOVED

AREA BOUNDED BY HARRISON AVE. TO THE NORTH, JASPER ST. TO THE EAST, ELDORADO ST. TO THE SOUTH, MONROE ST. TO THE WEST.

15. 668 E GRAND (ON MORGAN)	46" SILVER MAPLE
16. 1459 N. JASPER (ON HICKORY)	30" CATALPA
17. 1170 E. ORCHARD	30" ELM
18. 1004 N. CHURCH (N.E. CORNER)	51" HACKBERRY
19. 1124 N. UNION (SOUTH OF)	32" SILVER MAPLE
20. 1124 N. UNION (SOUTH OF)	28" SILVER MAPLE
21. 942 N. MAIN	38" HACKBERRY
22. 1775 N. MAIN (ON JOHNSON)	48" ASH
23. 1770 N. CHURCH	48" SILVER MAPLE
24. 2025 N. UNION	36" SILVER MAPLE

Public Works

DATE: 10/25/2023

MEMO: 2023-101

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Amending City Code, Chapter 38, Stormwater Ordinance

SUMMARY RECOMMENDATION:

Staff requests that Council approve the proposed ordinance amendments to City Code Chapter 38, Stormwater Ordinance, which increases the monthly Base Fee from \$3.00 to \$5.00 and the monthly Usage Fee from \$0.67 to \$1.10, per Equivalent Residential Unit (ERU), over a two-year period. The Ordinance also adds an annual cost escalation tied to the Consumer Price Index or a minimum of 2.5% beginning in 2026, rising language identical to the escalator language in the water and sewer rate ordinances.

BACKGROUND:

Chapter 38 of the City Code was amended by the City Council in 2014 to provide a regular funding source for stormwater infrastructure improvements and maintenance. Currently, the City receives about \$1.6 million per year in stormwater revenues. The stormwater fee has not been changed since it was originally implemented. From the beginning the Storm Water Fund was underfunded--meaning that it does not produce enough revenues to fund all of the storm water and flood control projects it is intended to support. In short, current revenues do not support the capital program.

Table 1 provides a listing of major storm drainage projects that the City has not been able to address due to a lack of funding.

TABLE 1			
STORM DRAINAGE CAPITAL PROJECTS			
Updated from the 2009 Storm Drainage Master Plan			
2024 Priority	Improvement Project	Project Area (Acres)	Updated 2023 Estimate
1	NE Drainage Ditch	10.0	\$2,500,000

	Cleaning		
2	Garfield & Summit Area Drainage	6.7	\$3,000,000
3	Airport Road (E Powers) Area Drainage	25.0	\$2,200,000
4	Meadowlark Subdivision Waterway Improvement	37.3	\$2,650,000
5	Fitzgerald & Fontenac Area Drainage	56.7	\$4,000,000
6	East Court & North Court Area Drainage	42.7	\$3,000,000
7	Montgomery Hills/Karen Drive Area Drainage	32.1	\$2,300,000
8	Sullivan & Elizabeth (Wilcox addition)	4.7	\$350,000
9	Constant View and Warren (N of Mound) Area Drainage	57.9	\$4,100,000
10	Masters Drive Drainage	22.0	\$1,550,000
Total			\$25,650,000

The fee change proposed herein will not be able to fund all of the projects identified in Table 1 either, but a fee adjustment enable the city to make more progress on the project backlog.

Stormwater Fee

Chapter 38 of the City Code, known as the Stormwater Ordinance, was amended by the City Council in 2014 to assess a storm water fee to each property in the City. The fee is in two parts consisting of a Base Fee and a Usage Fee:

$$\text{Monthly Charge} = \text{Base Fee} + \text{Usage Fee}$$

The **Base Fee**, is a fee incurred by each parcel of property in the City, that is assessed for the benefit of the stormwater system. The Base Fee is the same for each parcel regardless of size. It is currently \$3.00 per month per parcel. The proposal is to increase this to \$5.00 over the next 2 years by adding \$1.00 beginning January 2024 and adding another \$1.00 in January 2025. Phasing in the first increase in 9 years will make it less of a burden for rate payers.

The **Usage Fee** is based on the Equivalent Residential Unit (ERU) value calculated for each property. One ERU is defined as 4,500 square feet of impervious area in the City Code. The ERU standardizes each property to how much stormwater they discharge compared to an average residential property in the City. In general, excepting residential properties over 1 acre in size, each developed residential property currently pays \$0.67 per month per property, or 1 ERU. It is proposed that this rate increase to \$1.10 over the next 2 years by adding \$0.21 beginning January 2024 and \$0.22 in January 2025. Commercial or industrial properties with significant amounts of

impervious area will pay a multiple of this amount depending on how much their impervious area exceeds 4,500 square feet. For instance, a commercial or industrial property with 5 times 4,500 sf currently pays 5 times the standard residential ERU or 5 X \$0.67.

The proposal to increase the monthly stormwater charge is as follows:

January 1, 2024 – Increase the Base Fee from \$3.00 to \$4.00, Increase the ERU from \$0.67 to \$0.88:

Base Fee	\$4.00
Usage Fee	\$0.88 x Number of ERUs
Total Monthly Fee	\$4.00 + (\$0.88 x ERUs)

January 1, 2025 – Increase the Base Fee from \$4.00 to \$5.00, Increase the ERU from \$0.88 to \$1.10:

Base Fee	\$5.00
Usage Fee	\$1.10 x Number of ERUs
Total Monthly Fee	\$5.00 + (\$1.10 x ERUs)

May 1, 2026 – Increase the Base Fee and ERU by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 of the preceding year, whichever is greater. The City Council must authorize any annual increase that is 5.0 percent or higher.

The proposal is expected to bring in an additional \$1.2 million per year, which reflects about a 75% increase in available project funding.

Although based on an estimate of actual stormwater runoff, the residential calculation is a flat fee. However, the stormwater fee for commercial and industrial customers is based on the actual calculated amount of impervious surfaces (roofs, parking lots, etc.). City staff updates these actual pervious surface amounts for commercial and industrial locations periodically using aerial mapping and GIS.

PRIOR COUNCIL ACTION:

April 21, 2014 - Chapter 38 was amended by Ordinance 2014-14, to add a stormwater fee. The fee included a monthly Base Fee of \$3.00, effective October 1, 2014, and a monthly Usage Fee of \$0.67 per Equivalent Residential Unit (ERU) which became effective in 2015.

POTENTIAL OBJECTIONS: Potential objections are not currently known.

INPUT FROM OTHER SOURCES:

None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: It is expected that the proposed fee increase will bring in an additional \$1.2 million each year.

Staff Impact: Staff time will be allocated for this work.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code, Chapter 38, Stormwater Ordinance	Ordinance
Chapter 38 Additions and Deletions	Backup Material

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

CHAPTER 38

-STORMWATER ORDINANCE-

WHEREAS, on April 21, 2014, the City Council approved Ordinance 2014-14 which amended Chapter 38 of the City Code to add a stormwater fee which was identified as the means to generate funding for stormwater infrastructure and drainage improvements and,

WHEREAS, the City is using stormwater fees to maintain its stormwater infrastructure and provide stormwater improvements, however, the current fee structure is insufficient to meet the ongoing stormwater improvement needs of the City and,

WHEREAS, the City has identified additional stormwater drainage improvement projects that could begin to be addressed with additional stormwater fees; therefore,

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

Section 1. That Chapter 38 of the City Code of Decatur, Illinois, be, and the same is hereby modified and amended by adding and deleting language to Section 23. Said Section 23 as so modified, amended and added, shall provide as follows:

27. STORMWATER UTILITY AND STORMWATER FUND

(E) RATES

1. Single-Family Residential property: Owners of developed single family residential properties, one (1) acre or less in gross area, shall be required to pay for stormwater services according to the following formula:

Monthly Charge = Base Fee + Usage Fee

(Usage Fee = 1 ERU x ERU Rate)

2. Parcels other than Single Family Residential and residential parcels greater than one (1) acre in gross area: Owners of developed parcels other than

single family residential shall incur a SWSC according to the following formula:

Monthly Charge = Base Fee + Usage Fee

(Usage Fee = number of ERUs x ERU Rate)

3. Effective January 1, 2024, the Monthly Charge shall be:

Base Fee	\$4.00
Usage Fee	$\$0.88 \times \text{Number of ERUs}$
Total Monthly Fee	$\$4.00 + (\$0.88 \times \text{ERUs})$

4. Effective January 1, 2025, the Monthly Charge shall be:

Base Fee	\$5.00
Usage Fee	$\$1.10 \times \text{Number of ERUs}$
Total Monthly Fee	$\$5.00 + (\$1.10 \times \text{ERUs})$

5. Effective May 1, 2026, and continuing annually on May 1 thereafter, Stormwater Charges for Base Fees and Usage Fees contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 of the preceding year, whichever is greater. The City Council must authorize any annual increase that is 5.0 percent or higher.
6. Qualified credits shall reduce the amount of ERUs chargeable to a parcel according to the provisions in the following section and the Storm Water Credit Regulations.

Section 2. That the City Clerk be, and 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, and ADOPTED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2023.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 38

STORMWATER ORDINANCE

Proposed changes to Chapter 38 STORMWATER ORDINANCE

27. STORMWATER UTILITY AND STORMWATER FUND

(E) RATES

1. Single-Family Residential property: Owners of developed single family residential properties, one (1) acre or less in gross area, shall be required to pay for stormwater services according to the following formula:

Monthly Charge = Base Fee + Usage Fee

(Usage Fee = 1 ERU x ERU Rate)

~~The monthly fees shall be:~~

Base Fee	\$3.00
Usage Fee	\$0.67
Total Monthly Fee	\$3.67

2. Parcels other than Single Family Residential and residential parcels greater than one (1) acre in gross area: Owners of developed parcels other than single family residential shall incur a SWSC according to the following formula:

Monthly Charge = Base Fee + Usage Fee

(Usage Fee = number of ERUs x ERU Rate)

~~The monthly fees shall be:~~

Base Fee	\$3.00
Usage Fee	\$0.67 x Number of ERUs
Total Monthly Fee	\$3.00 + \$0.67xERUs

3. Effective ~~October 1, 2014~~January 1, 2024, the ~~Base Fee~~Monthly Charge shall be: ~~\$3.00~~.

<u>Base Fee</u>	<u>\$4.00</u>
<u>Usage Fee</u>	<u>\$0.88 x Number of ERUs</u>
<u>Total Monthly Fee</u>	<u>\$4.00 + (\$0.88 x ERUs)</u>

4. Effective ~~October 1, 2015~~January 1, 2025, the ~~Usage Rate~~Monthly Charge shall be: ~~\$0.67 per ERU~~.

<u>Base Fee</u>	<u>\$5.00</u>
<u>Usage Fee</u>	<u>\$1.10 x Number of ERUs</u>
<u>Total Monthly Fee</u>	<u>\$5.00 + (\$1.10 x ERUs)</u>

5. Effective May 1, 2022, and continuing annually on May 1 thereafter, Stormwater Charges for Base Fees and Usage Fees contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 of the preceding year, whichever is greater. The City Council must authorize any annual increase that is 5.0 percent or higher.

6. Qualified credits shall reduce the amount of ERUs chargeable to a parcel according to the provisions in the following section and the Storm Water Credit Regulations.

Public Works

DATE: 10/31/2023

MEMO: 2023-109

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. dba A&R Services, Inc. for the 2023 Storm Drainage Improvement Project, City Project 2023-30

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2023 Storm Drainage Improvement Project, City Project 2023-30, to A&R Mechanical Services, Inc., dba A&R Services, Inc. as the lowest, responsible bidder in the amount of \$406,899.24, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

In April, 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. The 2022 Storm Drainage Improvement Project will primarily address item 1 above by targeting ongoing drainage problems and those that have been identified as priorities over the past several months or years.

Project Description

The 2023 Storm Drainage Improvement Project will work to resolve various storm drainage concerns that the City has been monitoring. The 2023 Storm Drainage Improvement Project includes the following items. (See attached location map):

1. Karen Dr – Replace approx. 285 feet of 12 inch storm sewer.
2. Rosewood Dr. – Regrading of approx. 700 ft of ditches and culvert replacement improve drainage for the area.
3. Willcox Ln and Sullivan Dr – install approx. 600 ft of storm sewer, regarding, and driveway culvert replacement in the newly annexed area of Willcox Ln and Sullivan Dr.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, October 4, 2023, and bids were opened on Wednesday, October 25, 2023. The results from the letting are as follows:

<u>Bidder</u>	<u>Total Bid w Alternates</u>	<u>Compared to Engineer's Est. Over/(Under)</u>
A&R Services, Inc.	406,899.24	2.8%
Entler Excavating Co. Inc.	510,692.00	29.1%
Engineer's Estimate	\$395,735.00	-----

Five contractors took out bid packages and two contractors submitted a bid proposal for the 2023 Storm Drainage Improvement Project. A&R Services, Inc provided the lowest responsive and responsible bid at 2.8% above the Engineer's Estimate. Upon review, the costs appear to be in line with the type of work that is proposed and it is not anticipated that the City will receive better prices by delaying the project and rebidding it. A&R recently successfully completed a watermain extension project for the City. A&R Services is located in Urbana, Illinois and is a division of A&R Mechanical Contractors, Inc that has been around since 1925. Staff recommends that the City Council approve a contract with A & R Services to perform the 2023 Storm Drainage Improvement Project.

MINORITY PARTICIPATION GOALS:

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to

Minority Business Enterprises.

2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not a requirement for City Projects. A&R Services is expecting to self-perform 100% of the contract and plans to utilize a minority owned supply company for the piping materials at approximately 30% of the contract, which will meet the MBE goal.

SCHEDULE:

Work on this project will begin in the spring and is expected to be complete by July 2, 2024.

LEGAL REVIEW: The project plans and specifications were forwarded to Legal for review on September 29, 2023.

PRIOR COUNCIL ACTION:

The City Council approved Fiscal Year 2023 Capital Improvements Plan, which included an allocation of funds for this project.

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

INPUT FROM OTHER SOURCES:

None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Stormwater Fund which is supported by stormwater utility fees. The total project cost is \$406,899.24.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. dba A&R Services, Inc. for the 2023 Storm Drainage Improvement Project , City Project 2023-30	Resolution Letter
Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH A&R MECHANICAL SERVICES, INC. DBA A&R
SERVICES, INC. FOR 2023 STORM DRAINAGE IMPROVEMENT PROJECT
CITY PROJECT 2023-30**

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

Section 1. That the tabulation of bids received for City Project 2023-30, 2023 Storm Drainage Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of A&R Mechanical Services, Inc. dba A&R Services, Inc. in the amount of \$406,899.24 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and A&R Mechanical Services, Inc. dba A&R Services, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$406,899.24.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 6th day of November 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PROJECT MANUAL

2023 STORM DRAINAGE IMPROVEMENT PROJECT

CITY PROJECT 2023-30

October 2023

a project of the



**City of Decatur, Illinois
Public Works Department**

1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

2023 STORM DRAINAGE IMPROVEMENT PROJECT

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle

Ed Culp

David Horn

Dennis R. Cooper

Lisa Gregory

Patrick McDaniel

City Officials

Scot Wrighton

City Manager

Jon Kindseth

Deputy City Manager

Wendy Morthland

Corporation Counsel

Kim Althoff

City Clerk

Ruby James

Chief Financial Officer/Treasurer

Matthew Newell

Public Works Director

Paul Caswell

City Engineer

**2023 STORM DRAINAGE IMPROVEMENT PROJECT
CITY PROJECT 2023-30**

PROJECT MANUAL INDEX

ADVERTISEMENT FOR BIDS	4
INFORMATION FOR BIDDERS.....	7
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS	11
BID FORM	16
NON-COLLUSION AFFIDAVIT.....	32
CONTRACT	35
GENERAL CONDITIONS	40
GC-1 CERTIFICATE OF INSURANCE	40
GC-2 CLEAN UP.....	41
GC-3 CONSTRUCTION STAKING.....	41
GC-4 CONTRACT WARRANTY	42
GC-5 CONTRACTOR AVAILABILITY	42
GC-6 COORDINATION.....	42
GC-7 DUST CONTROL	43
GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES.....	43
GC-9 FAIR EMPLOYMENT PRACTICES	43
GC-10 INDEMNIFICATION	43
GC-11 INSPECTION	43
GC-12 LANE CLOSURE PERMITS.....	44
GC-13 LIQUIDATED DAMAGES	44
GC-14 LOCATION OF UTILITIES	45
GC-15 MEASUREMENT AND PAYMENT	45
GC-16 METHOD OF PAYMENT	45
GC-17 NO PARKING SIGNS	46
GC-18 PERMITS	46
GC-19 DOCUMENTATION OF EXISTING CONDITIONS.....	46
GC-20 MINORITY PARTICIPATION GOALS REPORTING.....	46
GC-21 PROJECT MAINTENANCE	46
GC-22 ROYALTIES, PATENTS AND COPYRIGHTS	47
GC-23 SAFETY	47
GC-24 SCHEDULE NOTIFICATION	47
GC-25 TAXES	47
GC-26 TRENCH AND EXCAVATION SAFETY	47
GC-27 USE OF FIRE HYDRANTS	48
GC-28 TERMINATION FOR PUBLIC CONVENIENCE.....	48
GC-29 ONLINE PROJECT DOCUMENTATION AND ADMINISTRATION	49
SPECIAL CONDITIONS	50
SC-1 PREVAILING WAGE RATES.....	50
SC-2 FAIR EMPLOYMENT PRACTICES.....	56
SC-3 MINORITY PARTICIPATION WORKSHEET.....	57
SPECIAL PROVISIONS.....	59

APPENDIX
STANDARD DRAWINGS
PROJECT DRAWINGS

**END OF
PROJECT MANUAL INDEX**

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 A.M., OCTOBER 25, 2023** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2023 STORM DRAINAGE IMPROVEMENT PROJECT CITY PROJECT 2023-30

The proposed project herein specified and described includes the following work:

1. *Karen Drive: Reshape approximately 100 foot of ditches on private property, with approximately 285 foot of Storm Sewer, drainage structures, and connection to existing Storm Sewer in curb line.*
2. *Rosewood Drive: Reshape approximately 700 foot of ditches along the roadway and in the public R.O.W., replace approximately 115 foot of CMP culverts, and connection to existing Storm Sewer.*
3. *Wilcox Lane: Reshape approximately 1355 foot of roadway ditches and replace approximately 350 foot of CMP culverts.*
4. *Sullivan Drive: Approximately 705 foot of Storm Sewer, drainage structures and connection to existing Storm Sewer.*
5. *The work includes landscape and pavement restoration and traffic control.*

INSTRUCTIONS TO BIDDERS:

1. **A PRE-BID MEETING** will be held by **CONFERENCE CALL ONLY** on **October 11, 2023, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturblue.com
Plans & Portals
Public Projects**

**City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza**

5. The City of Decatur hereinafter referred to as “City” or “Owner”, will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decatu ril.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decatu rblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:
 - (1) **Ten (10) Percent (%)** of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or **Ten (10) Percent (%)** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - (2) **Eighteen (18) Percent (%)** of the total hours worked should be performed by minority workers.

All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

October 4, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

**END OF
ADVERTISEMENT FOR BIDS**

INFORMATION FOR BIDDERS

For Construction of: **2023 STORM DRAINAGE IMPROVEMENT PROJECT**

City Project No.: **2023-30**

Owner: City of Decatur, Illinois

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.
5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform themselves fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing e-mailed to capitalprojects@decaturil.gov and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, the addenda will be posted on Decatur Blue Prints website at www.Decaturblue.com and notification will be e-mailed to all project plan holders, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project.

The City of Decatur maintains City project information on the City's web site at www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 - 1. **Ten (10) Percent (%)** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **Ten (10) Percent (%)** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **Eighteen (18) Percent (%)** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a bonus. The amount of the bonus will be calculated as 2% of the final contract amount, with the bonus not to exceed a maximum of \$50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to

self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

- V. **Record Keeping and Reporting:** The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation will be provided through **reporting forms submitted monthly to the City of Decatur.**
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

END OF INFORMATION FOR BIDDERS

BID FORM

For Construction of: ***2023 STORM DRAINAGE IMPROVEMENT PROJECT***

City Project No.: ***2023-30***

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
1	10/20/23	JW

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	N/A	
2.		
3.		
4.		

RETURN WITH BID

DATE October 25, 2023

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

A&R Mechanical Services, Inc. dba A&R Services, Inc

(SEAL)

By:

Justin Weidner

Vice-President

Business Address &
E-mail Addresses

711 E. Kettering Park Dr. Urbana, IL 61801

Names of Officers

William Walter

President

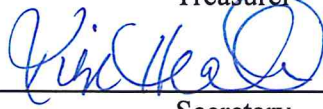
Kim Heath

Secretary

Emily Godsell

Treasurer

Attest:



Secretary

BID FORM

For Construction of: ***2023 STORM DRAINAGE IMPROVEMENT
PROJECT***

City Project No.: ***2023-30***

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
 for
2023 Storm Drainage Improvement Project
CITY PROJECT 2023-30

*See
Attached*

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
KAREN DRIVE					
20800150	TRENCH BACKFILL	CU YARD	10		
21400100	GRADING AND SHAPING DITCHES	FOOT	100		
25000100	SEEDING, CLASS 1	SQ FOOT	4200		
25100115	MULCH, METHOD 2	SQ FOOT	4200		
28000500	INLET AND PIPE PROTECTION	EACH	2		
44000700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	25		
44213200	SAW CUTS	FOOT	30		
550A0340	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 12 INCH	FOOT	285		
55200500	STORM SEWER REMOVAL, 12 INCH	FOOT	12		
60219000	MANHOLES, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 4-FOOT DIAMETER	EACH	3		
60500040	REMOVING MANHOLES	EACH	1		
60500060	REMOVING INLETS	EACH	1		
28000305	TEMPORARY DITCH CHECKS	FOOT	20		
X2010510	CLEARING AND GRUBBING	LUMP SUM	1		
XX005486	CONNECT TO EXISTING PIPE	EACH	2		
ROSEWOOD DR					
20800150	TRENCH BACKFILL	CU YARD	40		
21400100	GRADING AND SHAPING DITCHES	FOOT	700		
25000100	SEEDING, CLASS 1	SQ FOOT	3500		

RETURN WITH BID

25100115	MULCH, METHOD 2	SQ FOOT	3500		
28000500	INLET AND PIPE PROTECTION	EACH	2		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YARD	60		
44213200	SAW CUTS	FOOT	60		
50105220	PIPE CULVERT REMOVAL	FOOT	120		
550A0340	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 12-INCH	FOOT	40		
60103500	PIPE DRAINS, CORRUGATE STEEL, 12- INCH	FOOT	115		
60235700	INLET, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 2-FOOT DIAMETER	EACH	1		
28000305	TEMPORARY DITCH CHECKS	FOOT	20		
X2010510	CLEARING AND GRUBBING	LUMP SUM	1		
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	1		
Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4-INCH	SQ YARD	40		
Z0006000	CA-6 DRIVEWAY REPLACEMENT, 6- INCH	SQ YARD	15		
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$40,000	\$40,000

TOTAL BASE BID _____

TOTAL BASE BID IN WORDS _____

RETURN WITH BID

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate(s) under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate(s) Bid Item Price. The BIDDER agrees that the alternate(s) bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate(s) Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate(s) bid items with the base bid work at the owner's sole discretion.

ALTERNATE "A" BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
WILCOX LANE					
20800150	TRENCH BACKFILL	CU YARD	75		
21400100	GRADING AND SHAPING DITCHES	FOOT	1355		
25000100	SEEDING, CLASS 1	SQ FOOT	7000		
25100115	MULCH, METHOD 2	SQ FOOT	7000		
42300100	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5-INCH	SQ YARD	30		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YARD	65		
50105220	PIPE CULVERT REMOVAL	FOOT	350		
60103500	PIPE DRAINS, CORRUGATE STEEL, 12- INCH	FOOT	275		
60103600	PIPE DRAINS, CORRUGATE STEEL, 15- INCH	FOOT	75		
Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4-INCH	SQ YARD	35		
Z0006000	CA-6 DRIVEWAY REPLACEMENT, 6- INCH	SQ YARD	110		
TOTAL ALTERNATE "A" BID					
TOTAL ALTERNATE "A" BID IN WORDS					

RETURN WITH BID

ALTERNATE "B" BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
SULLIVAN DRIVE					
20800150	TRENCH BACKFILL	CU YARD	55		
25000100	SEEDING, CLASS 1	SQ FOOT	3000		
25100115	MULCH, METHOD 2	SQ FOOT	3000		
28100105	STONE RIPRAP, CLASS A3	CU YARD	10		
28000500	INLET AND PIPE PROTECTION	EACH	7		
28200200	FILTER FABRIC	SQ YARD	36		
44000100	PAVEMENT REMOVAL	SQ YARD	70		
44201721	CLASS D PATCHES, TYPE III, 6-INCH	SQ YARD	70		
44213200	SAW CUTS	FOOT	420		
54262718	METAL FLARED END SECTIONS, 18-INCH	EACH	1		
54262724	METAL FLARED END SECTIONS, 24-INCH	EACH	2		
550A0360	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 15-INCH	FOOT	35		
550A0380	STORM SEWER, CLASS A, TYPE 2, DUAL WALL HP, 18-INCH	FOOT	540		
55100900	STORM SEWER REMOVAL, 18-INCH	FOOT	80		
50105220	PIPE CULVERT REMOVAL	FOOT	20		
60103500	PIPE DRAINS, CORRUGATE STEEL, 12-INCH	FOOT	20		
60219000	MANHOLES, TYPE A, TYPE 8 SPECIAL FRAME AND GRATE, 4-FOOT DIAMETER	EACH	3		
60235700	INLET, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 2-FOOT DIAMETER	EACH	3		
Z0056648	STORM SEWER, CLASS A, TYPE 2, C900, 12-INCH	FOOT	40		
Z0056670	STORM SEWER, CLASS A, TYPE 2, C900, 18-INCH	FOOT	50		
Z0056654	STORM SEWER, CLASS A, TYPE 2, C900, 24-INCH	FOOT	40		

TOTAL ALTERNATE "B" BID _____

RETURN WITH BID**CITY OF DECATUR, ILLINOIS DEPARTMENT OF PUBLIC WORK**

for

2023 Storm Drainage Improvement Project**CITY PROJECT 2023-30**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
KAREN DRIVE					
20800150	TRENCH BACKFILL	CU YARD	10	\$ 151.24	\$ 1,512.40
21400100	GRADING AND SHAPING DITCHES	FOOT	100	\$ 38.70	\$ 3,870.00
25000100	SEEDING, CLASS 1	SQ FOOT	4200	\$ 0.48	\$ 2,016.00
25100115	MULCH, METHOD 2	SQ FOOT	4200	\$ 1.44	\$ 6,048.00
28000500	INLET AND PIPE PROTECTION	EACH	2	\$ 417.76	\$ 835.52
44000700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	25	\$ 95.80	\$ 2,395.00
44213200	SAW CUTS	FOOT	30	\$ 9.52	\$ 285.60
550A0340	STORM SEWER, CLASS A, TYPE 2, DUAL- WALL HP, 12 INCH	FOOT	285	\$ 53.37	\$ 15,210.45
55200500	STORM SEWER REMOVAL, 12 INCH	FOOT	12	\$ 49.03	\$ 588.36
60219000	MANHOLES, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 4-FOOT DIAMETER	EACH	3	\$ 5,285.67	\$ 15,857.01
60500040	REMOVING MANHOLES	EACH	1	\$ 1,009.30	\$ 1,009.30
60500060	REMOVING INLETS	EACH	1	\$ 1,009.30	\$ 1,009.30
28000305	TEMPORARY DITCH CHECKS	FOOT	20	\$ 7.09	\$ 141.80
X2010510	CLEARING AND GRUBBING	LUMP SUM	1	\$ 3,869.84	\$ 3,869.84
XX005486	CONNECT TO EXISTING PIPE	EACH	2	\$ 635.07	\$ 1,270.14
ROSEWOOD DR					\$ -
20800150	TRENCH BACKFILL	CU YARD	40	\$ 151.24	\$ 6,049.60
21400100	GRADING AND SHAPING DITCHES	FOOT	700	\$ 38.70	\$ 27,090.00
25000100	SEEDING, CLASS 1	SQ FOOT	3500	\$ 0.50	\$ 1,750.00
20					\$ -
RETURN WITH BID					\$ -
25100115	MULCH, METHOD 2	SQ FOOT	3500	\$ 1.41	\$ 4,935.00
28000500	INLET AND PIPE PROTECTION	EACH	2	\$ 161.99	\$ 323.98
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YARD	60	\$ 29.16	\$ 1,749.60

44213200	SAW CUTS	FOOT	60	\$	5.98	\$	358.80
50105220	PIPE CULVERT REMOVAL	FOOT	120	\$	21.55	\$	2,586.00
550A0340	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 12-INCH	FOOT	40	\$	44.57	\$	1,782.80
60103500	PIPE DRAINS, CORRUGATE STEEL, 12- INCH	FOOT	115	\$	54.73	\$	6,293.95
60235700	INLET, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 2-FOOT DIAMETER	EACH	1	\$	2,075.06	\$	2,075.06
28000305	TEMPORARY DITCH CHECKS	FOOT	20	\$	7.09	\$	141.80
X2010510	CLEARING AND GRUBBING	LUMP SUM	1	\$	7,907.04	\$	7,907.04
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	1	\$	1,926.27	\$	1,926.27
Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4-INCH	SQ YARD	40	\$	101.33	\$	4,053.20
Z0006000	CA-6 DRIVEWAY REPLACEMENT, 6- INCH	SQ YARD	15	\$	53.57	\$	803.55
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$	40,000.00	\$	40,000.00
TOTAL BASE BID						\$	165,745.37

TOTAL BASE BID 4165,745.37

TOTAL BASE BID IN WORDS One hundred sixty five thousand seven hundred forty five and thirty seven cents

21

RETURN WITH BID

ALTERNATE "A" BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
WILCOX LANE					
20800150	TRENCH BACKFILL	CU YARD	75	\$ 149.78	\$ 11,233.50
21400100	GRADING AND SHAPING DITCHES	FOOT	1355	\$ 37.59	\$ 50,934.45
25000100	SEEDING, CLASS 1	SQ FOOT	7000	\$ 0.42	\$ 2,940.00
25100115	MULCH, METHOD 2	SQ FOOT	7000	\$ 1.34	\$ 9,380.00
42300100	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5-INCH	SQ YARD	30	\$ 90.95	\$ 2,728.50
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YARD	65	\$ 36.48	\$ 2,371.20
50105220	PIPE CULVERT REMOVAL	FOOT	350	\$ 19.24	\$ 6,734.00
60103500	PIPE DRAINS, CORRUGATE STEEL, 12-INCH	FOOT	275	\$ 51.79	\$ 14,242.25
60103600	PIPE DRAINS, CORRUGATE STEEL, 15-INCH	FOOT	75	\$ 61.78	\$ 4,633.50
Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4-INCH	SQ YARD	35	\$ 117.37	\$ 4,107.95
Z0006000	CA-6 DRIVEWAY REPLACEMENT, 6- INCH	SQ YARD	110	\$ 11.87	\$ 1,305.70

TOTAL ALTERNATE "A" BID \$ 110,611.05

\$ 110,611.05

TOTAL ALTERNATE "A" BID IN

One hundred and ten thousand, six hundred eleven and five cents

WORDS

22

RETURN WITH BID

ALTERNATE "B" BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
SULLIVAN DRIVE					
20800150	TRENCH BACKFILL	CU YARD	55	\$ 101.17	\$ 5,564.35
25000100	SEEDING, CLASS 1	SQ FOOT	3000	\$ 0.52	\$ 1,560.00
25100115	MULCH, METHOD 2	SQ FOOT	3000	\$ 1.38	\$ 4,140.00
28100105	STONE RIPRAP, CLASS A3	CU YARD	10	\$ 235.31	\$ 2,353.10
28000500	INLET AND PIPE PROTECTION	EACH	7	\$ 158.25	\$ 1,107.75
28200200	FILTER FABRIC	SQ YARD	36	\$ 20.33	\$ 731.88
44000100	PAVEMENT REMOVAL	SQ YARD	70	\$ 28.16	\$ 1,971.20
44201721	CLASS D PATCHES, TYPE III, 6-INCH	SQ YARD	70	\$ 89.45	\$ 6,261.50
44213200	SAW CUTS	FOOT	420	\$ 2.38	\$ 999.60
54262718	METAL FLARED END SECTIONS, 18- INCH	EACH	1	\$ 1,437.63	\$ 1,437.63
-- 54262724	METAL FLARED END SECTIONS, 24- INCH	EACH	2	\$ 1,637.37	\$ 3,274.74
550A0360	STORM SEWER, CLASS A, TYPE 2, DUAL- WALL HP, 15-INCH	FOOT	35	\$ 76.08	\$ 2,662.80
550A0380	STORM SEWER, CLASS A, TYPE 2, DUAL WALL HP, 18-INCH	FOOT	540	\$ 83.62	\$ 45,154.80
55100900	STORM SEWER REMOVAL, 18-INCH	FOOT	80	\$ 29.90	\$ 2,392.00
50105220	PIPE CULVERT REMOVAL	FOOT	20	\$ 21.05	\$ 421.00
60103500	PIPE DRAINS, CORRUGATE STEEL, 12- INCH	FOOT	20	\$ 10.44	\$ 208.80
60219000	MANHOLES, TYPE A, TYPE 8 SPECIAL FRAME AND GRATE, 4-FOOT DIAMETER	EACH	3	\$ 5,194.48	\$ 15,583.44
60235700	INLET, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 2-FOOT DIAMETER	EACH	3	\$ 2,025.91	\$ 6,077.73
Z0056648	STORM SEWER, CLASS A, TYPE 2, C900, 12- INCH	FOOT	40	\$ 130.18	\$ 5,207.20
Z0056670	STORM SEWER, CLASS A, TYPE 2, C900, 18- INCH	FOOT	50	\$ 222.09	\$ 11,104.50
Z0056654	STORM SEWER, CLASS A, TYPE 2, C900, 24- INCH	FOOT	40	\$ 308.22	\$ 12,328.80
TOTAL ALTERNATE "B" BID \$130,542.82					\$ 130,542.82

23

One hundred thirty thousand five hundred forty two and eighty - two cents



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	October 25, 2023	Project Title:	2023 STORM DRAINAGE IMPROVEMENT PROJECT
Total Contract Value:		Project Number:	2023-30

Section I: Prime Contractor Information

Prime Contractor: A&R Mechanical Services, Inc. dba A&R Services, Inc.

Address: 711 E. Kettering Park Dr
Urbana, IL 61801

Phone: 217-367-4227

Contact Person: Justin Weidner

Email: jweidner@ar-mech.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
N/A				
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Agile Supply Co.	\$52,435. ⁸⁵	31.1%	Supply Pipe, Fittings, + Structures
Totals	\$52,435. ⁸⁵	31.1%	

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
N/A		

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Prairie Restoration	Email	No Bid
Buddy's Ground Maintenance	Email	No Bid

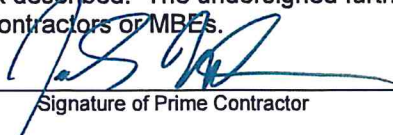
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.


 Signature of Prime Contractor

10/25/23

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	10/26/2023	Project Title:	2023 STORM DRAINAGE IMPROVEMENT PROJECT
Total Contract Value:		Project Number:	2023-30

Section I: Minority Business Enterprise (MBE) Information

Name: Agile Supply Company

Address: 706 West Bradley Ave
Urbana, IL 61801

Phone: 217-729-2686

Contact Person: Bryan Banks

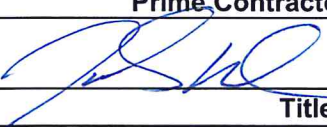
Email: Bryan.Banks@agilesupplycompany.com

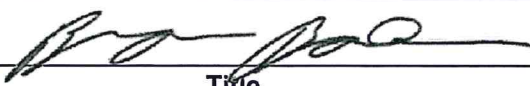
Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Supply of storm piping and misc. valves/fittings	\$52,435.85	31.1%

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
	Justin Weidner
Title	Date
Vice President	10/26/23

Minority Business Enterprise Signature	Print
	Bryan Banks
Title	Date
CEO	10-26-2023

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois

COUNTY OF Macon

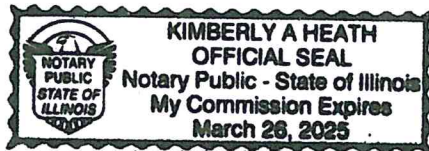
Justin Weidner, being first duly sworn, deposes and says that they are Vice President (sole owner, partner, president, secretary, etc.) of A&R Mechanical Services, Inc. dba A&R Services, Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

[Signature]
Title

Subscribed and sworn to before me this 25 day of October, 2023.

(SEAL)



[Signature]
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

RETURN WITH BID

**CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT**

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____

Date: 10/25/23

City of Decatur, Illinois



Contractor

END OF BID FORM

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
A&R Mechanical Services Inc.
dba A&R Services, Inc.
711 East Kettering Park Dr.
Urbana, IL 61801

OWNER:

(Name, legal status and address)
Treasurer, Decatur, IL
1 Gary K. Anderson Plaza
Decatur, IL 62523

BOND AMOUNT:

10% of AB (Ten Percent of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
2023 STORM DRAINAGE IMPROVEMENT PROJECT
CITY PROJECT 2023-30
Various Locations; Decatur, IL

SURETY:

(Name, legal status and principal place
of business)
Travelers Casualty & Surety Co. of America
One Tower Square
Hartford, CT 06183

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

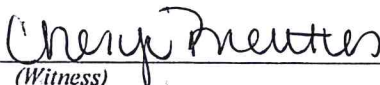
Signed and sealed this 25th day of October, 2023

A&R Mechanical Services Inc. dba A&R Services, Inc.

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

Travelers Casualty & Surety Co. of America

(Surety)

(Seal)


(Title) Elizabeth A. Stickman; Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310[™] – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

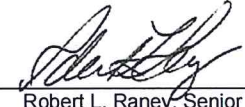
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Elizabeth A. Stickman** of **LEESBURG**, **Virginia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

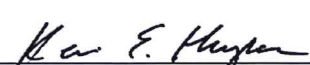
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **October**, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

Notification of Change in Participation

Date:		Project Title:	2023 STORM DRAINAGE IMPROVEMENT PROJECT
		Project Number:	2023-30

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:

Reason for subcontractor change:

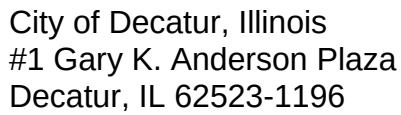
Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



Minority Business Enterprise (MBE) Information Form



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	2023 STORM DRAINAGE IMPROVEMENT PROJECT	
Total Contract Value:			Project Number:	2023-30

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 6th day of November, 2023, by and between the City of Decatur, Illinois, hereinafter called "Owner", and A&R MECHANICAL SERVICES, INC hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2023 Storm Drainage Improvement Project, City Project 2023-30"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is *July 2, 2024*.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

A&R MECHANICAL SERVICES, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2023 Storm Drainage Improvement Project

Project Number 2023-30

We, A&R MECHANICAL SERVICES, INC.

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the _____,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Four Hundred Six Thousand, Eight Hundred Ninety- Nine Dollars and 29/100

_____ Dollars (\$406,899.29), lawful money of the
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

A&R MECHANICAL SERVICES, INC.
(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 6TH day of November, A.D. 2023

Attest:

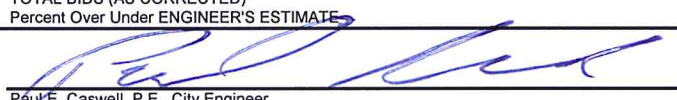
Clerk

City of Decatur, Illinois

Mayor

Project Name: 2023 Storm Drainage Improvement Project				Engineer's Estimate City Engineering Division		A&R Services, Inc. 711 E. Kettering Park Dr. Urbana, IL 61801 Contact Person Justin Weidner (217) 367-4227 jweidner@ar-mech.com		Entler Excavating 819 N. Sunnyside Rd. Decatur, IL 62522 Contact Person Stuart Entler (217) 428-1865 Karenentlerex@gmail.com	
Project Number: 2023-30									
Bid Date: 10/25/2023									
Time: 10:00 a.m.									
Fund: Stormwater Fund									
Organization Code: 78487806 Object Code: 489040									
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
KAREN DRIVE									
20800150	TRENCH BACKFILL	10	CU YD	\$75.00	\$750.00	\$151.24	\$1,512.40	\$65.00	\$650.00
21400100	GRADING AND SHAPING DITCHES	100	FOOT	\$25.00	\$2,500.00	\$38.70	\$3,870.00	\$55.00	\$5,500.00
25000100	SEEDING, CLASS 1	4200	SQ FT	\$1.50	\$6,300.00	\$0.48	\$2,016.00	\$1.65	\$6,930.00
25100115	MULCH METHOD 2	4200	SQ FT	\$1.50	\$6,300.00	\$1.44	\$6,048.00	\$1.65	\$6,930.00
28000500	INLET AND PIPE PROTECTION	2	EACH	\$75.00	\$150.00	\$417.76	\$835.52	\$210.00	\$420.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	25	FOOT	\$140.00	\$3,500.00	\$95.80	\$2,395.00	\$210.00	\$5,250.00
44213200	SAW CUTS	30	FOOT	\$5.00	\$150.00	\$9.52	\$285.60	\$6.00	\$180.00
550A0340	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 12 INCH	285	FOOT	\$80.00	\$22,800.00	\$53.37	\$15,210.45	\$75.00	\$21,375.00
55100500	STORM SEWER REMOVAL, 12 INCH	12	FOOT	\$40.00	\$480.00	\$49.03	\$588.36	\$45.00	\$540.00
60219000	MANHOLES, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 4-FOOT DIAMETER	3	EACH	\$5,700.00	\$17,100.00	\$5,285.67	\$15,857.01	\$3,750.00	\$11,250.00
60500040	REMOVING MANHOLES	1	EACH	\$500.00	\$500.00	\$1,009.30	\$1,009.30	\$2,000.00	\$2,000.00
60500060	REMOVING INLETS	1	EACH	\$500.00	\$500.00	\$1,009.30	\$1,009.30	\$1,600.00	\$1,600.00
28000305	TEMPORARY DITCH CHECKS	20	FOOT	\$15.00	\$300.00	\$7.09	\$141.80	\$60.00	\$1,200.00
X2010510	CLEARING AND GRUBBING	1	LUMP SUM	\$5,000.00	\$5,000.00	\$3,869.84	\$3,869.84	\$40,000.00	\$40,000.00
ROSEWOOD DR									
XX00548	CONNECT TO EXISTING PIPE	2	EACH	\$1,500.00	\$3,000.00	\$635.07	\$1,270.14	\$2,200.00	\$4,400.00
20800150	TRENCH BACKFILL	40	CU YD	\$75.00	\$3,000.00	\$151.24	\$6,049.60	\$65.00	\$2,600.00
21400100	GRADING AND SHAPING DITCHES	700	FOOT	\$25.00	\$17,500.00	\$38.70	\$27,090.00	\$55.00	\$38,500.00
25000100	SEEDING, CLASS 1	3500	SQ FT	\$1.50	\$5,250.00	\$0.50	\$1,750.00	\$1.65	\$5,775.00
25100115	MULCH METHOD 2	3500	SQ FT	\$1.50	\$5,250.00	\$1.41	\$4,935.00	\$1.65	\$5,775.00
28000500	INLET AND PIPE PROTECTION	2	EACH	\$75.00	\$150.00	\$161.99	\$323.98	\$210.00	\$420.00
44000200	DRIVEWAY PAVEMENT REMOVAL	60	SQ YD	\$25.00	\$1,500.00	\$29.16	\$1,749.60	\$30.00	\$1,800.00
44213200	SAW CUTS	60	FOOT	\$5.00	\$300.00	\$5.98	\$358.80	\$6.00	\$360.00
50105220	PIPE CULVERT REMOVAL	120	FOOT	\$12.00	\$1,440.00	\$21.55	\$2,586.00	\$40.00	\$4,800.00
550A0340	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 12 INCH	40	FOOT	\$80.00	\$3,200.00	\$44.57	\$1,782.80	\$65.00	\$2,600.00
60103500	PIPE DRAINS, CORRUGATED STEEL, 12 INCH	115	FOOT	\$25.00	\$2,875.00	\$54.73	\$6,293.95	\$75.00	\$8,625.00
60235700	INLET, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 2-FOOT DIAMETER	1	EACH	\$3,500.00	\$3,500.00	\$2,075.06	\$2,075.06	\$2,900.00	\$2,900.00
28000305	TEMPORARY DITCH CHECKS	20	FOOT	\$15.00	\$300.00	\$7.09	\$141.80	\$60.00	\$1,200.00
X2010510	CLEARING AND GRUBBING	1	LUMP SUM	\$5,000.00	\$5,000.00	\$7,907.04	\$7,907.04	\$4,000.00	\$4,000.00
XX00342	CONNECT TO EXISTING STRUCTURE	1	EACH	\$1,500.00	\$1,500.00	\$1,926.27	\$1,926.27	\$2,200.00	\$2,200.00
Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4 INCH	40	SQ YD	\$125.00	\$5,000.00	\$101.33	\$4,053.20	\$160.00	\$6,400.00
Z0006000	CA-6 DRIVEWAY REPLACEMENT, 6 INCH	15	SQ YD	\$10.00	\$150.00	\$53.57	\$803.55	\$90.00	\$1,350.00
Z0009000	ALTERATIONS,CANCELLATIONS,EXTENSIONS,DEDUCTIONS AND EXTRA WORK	1	EACH	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
WILCOX LANE									
20800150	TRENCH BACKFILL	75	CU YD	75	\$5,625.00	\$149.78	\$11,233.50	\$65.00	\$4,875.00
21400100	GRADING AND SHAPING DITCHES	1355	FOOT	25	\$33,875.00	\$37.59	\$50,934.45	\$55.00	\$74,525.00
25000100	SEEDING, CLASS 1	7000	SQ FT	1.5	\$10,500.00	\$0.42	\$2,940.00	\$1.65	\$11,550.00
25100115	MULCH METHOD 2	7000	SQ FT	1.5	\$10,500.00	\$1.34	\$9,380.00	\$1.65	\$11,550.00
42300100	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	30	SQ YD	100	\$3,000.00	\$90.95	\$2,728.50	\$192.00	\$5,760.00
44000200	DRIVEWAY PAVEMENT REMOVAL	65	SQ YD	25	\$1,625.00	\$36.48	\$2,371.20	\$30.00	\$1,950.00
50105220	PIPE CULVERT REMOVAL	350	FOOT	12	\$4,200.00	\$19.24	\$6,734.00	\$35.00	\$12,250.00
60103500	PIPE DRAINS, CORRUGATED STEEL, 12 INCH	275	FOOT	25	\$6,875.00	\$51.79	\$14,242.25	\$70.00	\$19,250.00
60103600	PIPE DRAINS, CORRUGATED STEEL, 15 INCH	75	FOOT	30	\$2,250.00	\$61.78	\$4,633.50	\$90.00	\$6,750.00
Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4 INCH	35	SQ YD	125	\$4,375.00	\$117.37	\$4,107.95	\$184.00	\$6,440.00
Z0006000	CA-6 DRIVEWAY REPLACEMENT, 6 INCH	110	SQ YD	10	\$1,100.00	\$11.87	\$1,305.70	\$40.00	\$4,400.00
SULLIVAN DRIVE									
20800150	TRENCH BACKFILL	55	CU YD	75	\$4,125.00	\$101.17	\$5,564.35	\$65.00	\$3,575.00
25000100	SEEDING, CLASS 1	3000	SQ FT	1.5	\$4,500.00	\$0.52	\$1,560.00	\$1.65	\$4,950.00
25100115	MULCH METHOD 2	3000	SQ FT	1.5	\$4,500.00	\$1.38	\$4,140.00	\$1.65	\$4,950.00
28100105	STONE RIPRAP, CLASS A3	10	CU YD	100	\$1,000.00	\$235.31	\$2,353.10	\$210.00	\$2,100.00
28000500	INLET AND PIPE PROTECTION	7	EACH	75	\$525.00	\$158.25	\$1,107.75	\$210.00	\$1,470.00
28200200	FILTER FABRIC	36	SQ YD	25	\$900.00	\$20.33	\$731.88	\$27.00	\$972.00
44000100	PAVEMENT REMOVAL	70	SQ YD	25	\$1,750.00	\$28.16	\$1,971.20	\$60.00	\$4,200.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	70	SQ YD	150	\$10,500.00	\$89.45	\$6,261.50	\$80.00	\$5,600.00
44213200	SAW CUTS	420	FOOT	5	\$2,100.00	\$2.38	\$999.60	\$6.00	\$2,520.00

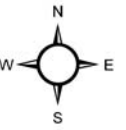
Project Name: 2023 Storm Drainage Improvement Project Project Number: 2023-30 Bid Date: 10/25/2023 Time: 10:00 a.m. Fund: Stormwater Fund Organization Code: 78487806 Object Code: 489040				Engineer's Estimate City Engineering Division		A&R Services, Inc. 711 E. Kettering Park Dr. Urbana, IL 61801 Contact Person Justin Weidner (217) 367-4227 jweidner@ar-mech.com		Entler Excavating 819 N. Sunnyside Rd. Decatur, IL 62522 Contact Person Stuart Entler (217) 428-1865 Karenentlerex@gmail.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
54262718	METAL FLARED END SECTIONS, 18 INCH	1	EACH	275	\$275.00	\$1,437.63	\$1,437.63	\$750.00	\$750.00
54262724	METAL FLARED END SECTIONS, 24 INCH	2	EACH	300	\$600.00	\$1,637.37	\$3,274.74	\$1,100.00	\$2,200.00
550A0360	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 15 INCH	35	FOOT	100	\$3,500.00	\$76.08	\$2,662.80	\$65.00	\$2,275.00
550A0380	STORM SEWER, CLASS A, TYPE 2, DUAL-WALL HP, 18 INCH	540	FOOT	120	\$64,800.00	\$83.62	\$45,154.80	\$70.00	\$37,800.00
55100900	STORM SEWER REMOVAL, 18 INCH	80	FOOT	25	\$2,000.00	\$29.90	\$2,392.00	\$50.00	\$4,000.00
50105220	PIPE CULVERT REMOVAL	20	FOOT	12	\$240.00	\$21.05	\$421.00	\$55.00	\$1,100.00
60103500	PIPE DRAINS, CORRUGATED STEEL, 12 INCH	20	FOOT	25	\$500.00	\$10.44	\$208.80	\$70.00	\$1,400.00
60219000	MANHOLES, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 4-FOOT DIAMETER	3	EACH	5700	\$17,100.00	\$5,194.48	\$15,583.44	\$3,700.00	\$11,100.00
60235700	INLET, TYPE A, TYPE 8 SPECIAL #1 FRAME AND GRATE, 2-FOOT DIAMETER	3	EACH	3500	\$10,500.00	\$2,025.91	\$6,077.73	\$2,900.00	\$8,700.00
Z0056648	STORM SEWER, CLASS A, TYPE 2, C900, 12 INCH	40	FOOT	100	\$4,000.00	\$130.18	\$5,207.20	\$90.00	\$3,600.00
Z0056670	STORM SEWER, CLASS A, TYPE 2, C900, 18 INCH	50	FOOT	135	\$6,750.00	\$222.09	\$11,104.50	\$100.00	\$5,000.00
Z0056654	STORM SEWER, CLASS A, TYPE 2, C900, 24 INCH	40	FOOT	160	\$6,400.00	\$308.22	\$12,328.80	\$140.00	\$5,600.00
TOTAL BASE BID (AS CORRECTED)					\$165,245.00		\$165,745.37		\$237,530.00
Percent Over Under ENGINEER'S ESTIMATE							0.3%		43.74%
TOTAL ALTERNATE A BID (AS CORRECTED)					\$83,925.00		\$110,611.05		\$159,300.00
Percent Over Under ENGINEER'S ESTIMATE							31.80%		89.81%
TOTAL ALTERNATE B BID (AS CORRECTED)					\$146,565.00		\$130,542.82		\$113,862.00
Percent Over Under ENGINEER'S ESTIMATE							-10.93%		-22.31%
TOTAL BIDS (AS CORRECTED)					\$395,735.00		\$406,899.24		\$510,692.00
Percent Over Under ENGINEER'S ESTIMATE							2.8%		29.05%
TOTAL BIDS (AS CORRECTED)									
Percent Over Under ENGINEER'S ESTIMATE									


 Paul E. Caswell, P.E., City Engineer

10/30/23
 Date

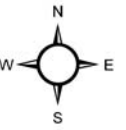


2023 Storm Drainage Improvement Project, CP 2023-30 Location Map - Karen Dr.



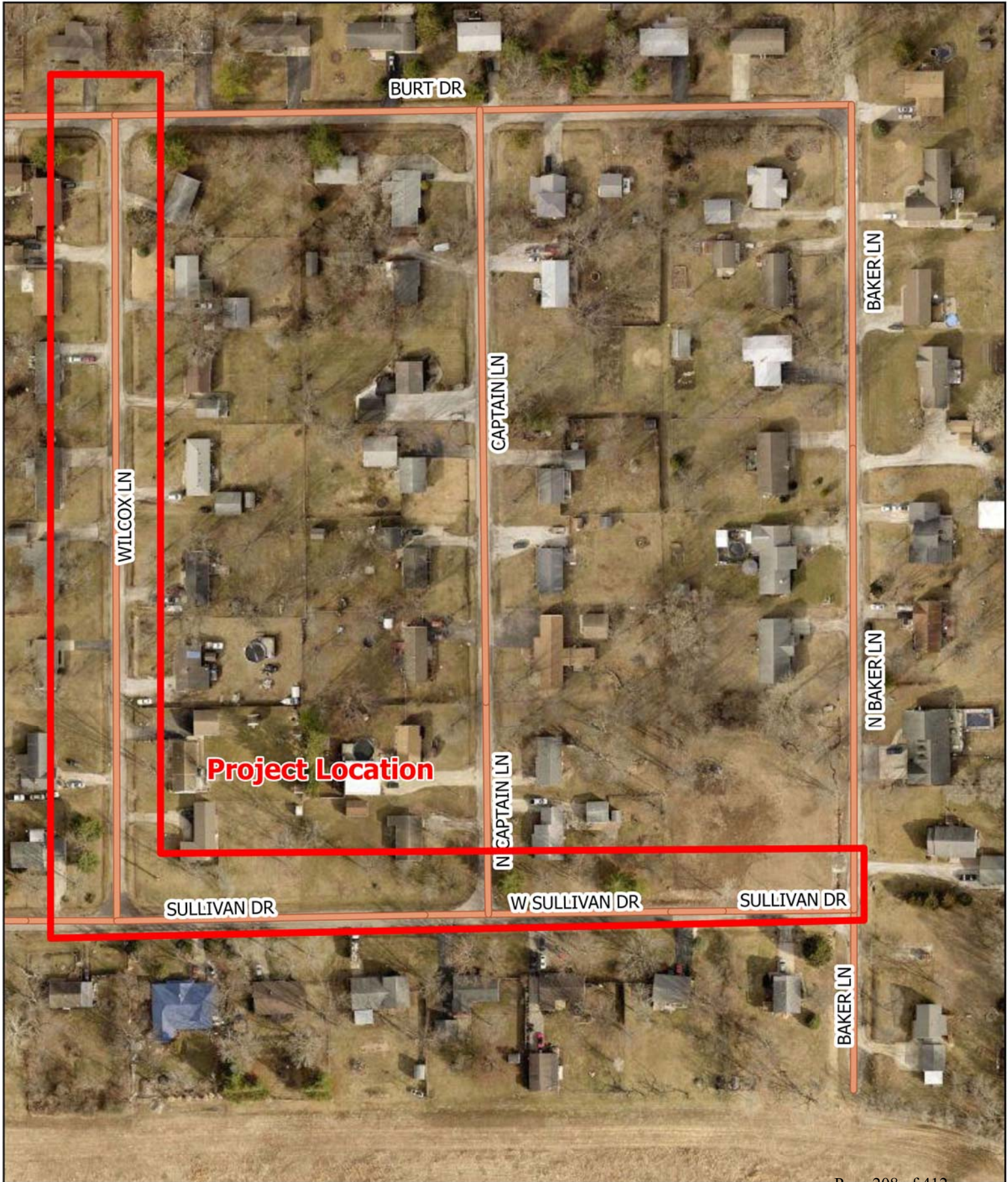
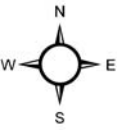


2023 Storm Drainage Improvement Project, CP 2023-30 Location Map - Rosewood Dr.





2023 Storm Drainage Improvement Project, CP 2023-30 Location Map - Sullivan Dr. & Wilcox Ln.



Public Works

DATE: 10/31/2023

MEMO: 2023-102

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with G & H Marine Inc. for the Lake Decatur Shoreline Stabilization Project, City Project 2023-21.

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the Lake Decatur Shoreline Stabilization Project, City Project 2023-21, to G & H Marine Inc. as the lowest responsive and responsible bidder in the amount of \$263,303.50, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Project Description

The project will stabilize approx. 1,950 feet of eroding shoreline at seven locations (see attached location map) using a rip-rap placement detail published by the Illinois Lake Management Association. The detail prevents erosion while allowing space for vegetation to take root behind the rip-rap.

The bid documents describe the work as follows:

Placement of approximately 2,060.1 tons of stone riprap along sections of Lake Decatur Shoreline, including brush removal and filter fabric.

Public Bid Letting Results

The project plans and specifications were prepared in-house based on a preliminary design by Northwater Consulting. The project was advertised on Wednesday, September 20th, 2023, and bids were opened on Wednesday, October 18th, 2023. Numerous contractors were contacted and encouraged to bid on the project. The bid results are as follows:

Bidder	Base Bid	Compared to Engineer's Est. Over (Under)	Alternate Bid 1	Alternate Bid 2
G & H Marine	\$215,108.50	(30%)	\$36,720.00	\$11,475.00
Entler Excavating	\$513,823.00	67%	\$99,360.00	\$31,050.00
Engineer's Estimate	\$307,813.00	-	\$56,160.00	\$17,550.00

G & H Marine of Decatur provided the lowest responsive and responsible bid at 30% below the Engineer's Estimate.

The base bid consisted of five key sites for shoreline stabilization, and each of the alternate bids were to add an additional site if funding allowed. Because of the favorable bid, it is recommended that both alternate bids be included in the contract.

The overall budget is as follows:

Base bid	\$215,108.50
Alternate bid 1	36,720.00
Alternate bid 2	<u>11,475.00</u>
Total project cost	\$263,303.50

A Section 319 grant will reimburse \$118,790.40 of the project funding, leaving \$144,513.10 to be funded by the Water Capital Fund.

MINORITY PARTICIPATION GOALS:

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% of the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

G & H Marine elected not to use any subcontractors. Use of subcontractors is not required. As there was no opportunity for subcontracting, the bid is consistent with the City's MBE ordinance.

SCHEDULE:

Work on this project is expected to occur in December 2023, weather and water levels permitting. If necessary, the shoreline stabilization will be deferred to the April/May 2024 time frame.

LEGAL REVIEW: The project plans and specifications were reviewed by the Legal Department on September 13, 2023.

PRIOR COUNCIL ACTION:

The adopted 2023 Capital Improvements Plan includes an allocation of \$1,647,192 from Fund 81, Water Capital Fund, for Watershed Management. Of this amount, a \$700,000 city investment was planned for construction of high priority erosion control practices within the watershed, such as shoreline stabilization. Individual projects, including this one, are eligible for a cost share under the Section 319 Grant Program.

This project will implement some of the key recommendations contained in a Section 319 grant in the approved Decatur Source Water Protection Plan.

POTENTIAL OBJECTIONS: There are no known objections to this resolution or bid award.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director and Robert Weil, Assistant City Engineer (Water Utility). Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Water Capital Fund at \$144,513.10 which is supported by water fees. A Section 319 grant of \$118,790.40 will also contribute to the project.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with G & H Marine Inc. for the Lake Decatur Shoreline Stabilization Project, City Project 2023-21	Resolution Letter
Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH G & H MARINE INC. FOR LAKE DECATUR
SHORELINE STABILIZATION PROJECT
CITY PROJECT 2023-21**

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

Section 1. That the tabulation of bids received for City Project 2023-21, Lake Decatur Shoreline Stabilization, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of G & H Marine Inc., in the amount of \$215,108.50 for the base bid plus \$36,720.00 for Alternate Bid A plus \$11,475.00 for Alternate Bid B be, and it is hereby accepted, and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and G & H Marine., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$263,303.50.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 6th day of November 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PROJECT MANUAL

LAKE DECATUR SHORELINE STABILIZATION

CITY PROJECT 2023-21

September 2023

a project of the



City of Decatur, Illinois Public Works Department

1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

LAKE DECATUR SHORELINE STABILIZATION

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle

Ed Culp

David Horn

Dennis R. Cooper

Lisa Gregory

Patrick McDaniel

City Officials

Scot Wrighton

City Manager

Jon Kindseth

Deputy City Manager

Wendy Morthland

Corporation Counsel

Kim Althoff

City Clerk

Ruby James

Chief Financial Officer/Treasurer

Matthew Newell

Public Works Director

Paul Caswell

City Engineer

**LAKE DECATUR SHORELINE STABILIZATION
CITY PROJECT 2023-21**

PROJECT MANUAL INDEX

ADVERTISEMENT FOR BIDS	4
INFORMATION FOR BIDDERS.....	7
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS	11
BID FORM	16
NON-COLLUSION AFFIDAVIT.....	29
CONTRACT	32
GENERAL CONDITIONS	37
GC-1 CERTIFICATE OF INSURANCE	37
GC-2 CLEAN UP.....	38
GC-3 CONSTRUCTION STAKING.....	38
GC-4 CONTRACT WARRANTY	39
GC-5 CONTRACTOR AVAILABILITY	39
GC-6 COORDINATION.....	39
GC-7 DUST CONTROL	40
GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES.....	40
GC-9 FAIR EMPLOYMENT PRACTICES	40
GC-10 INDEMNIFICATION	40
GC-11 INSPECTION	40
GC-12 LANE CLOSURE PERMITS.....	41
GC-13 LIQUIDATED DAMAGES	41
GC-14 LOCATION OF UTILITIES	42
GC-15 MEASUREMENT AND PAYMENT	42
GC-16 METHOD OF PAYMENT	42
GC-17 NO PARKING SIGNS	43
GC-18 PERMITS	43
GC-19 DOCUMENTATION OF EXISTING CONDITIONS.....	43
GC-20 MINORITY PARTICIPATION GOALS REPORTING.....	43
GC-21 PROJECT MAINTENANCE	43
GC-22 ROYALTIES, PATENTS AND COPYRIGHTS	44
GC-23 SAFETY	44
GC-24 SCHEDULE NOTIFICATION	44
GC-25 TAXES	44
GC-26 TRENCH AND EXCAVATION SAFETY	44
GC-27 USE OF FIRE HYDRANTS	45
GC-28 TERMINATION FOR PUBLIC CONVENIENCE.....	45
GC-29 ONLINE PROJECT DOCUMENTATION AND ADMINISTRATION.....	46
SPECIAL CONDITIONS.....	47
SC-1 PREVAILING WAGE RATES.....	47
SC-2 FAIR EMPLOYMENT PRACTICES.....	53
SC-3 MINORITY PARTICIPATION WORKSHEET.....	54
SPECIAL PROVISIONS.....	56

**END OF
PROJECT MANUAL INDEX**

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***OCTOBER 18, 2023, 10:00 A.M.*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

LAKE DECATUR SHORELINE STABILIZATION

CITY PROJECT 2023-21

The proposed project herein specified and described includes the following work:

Placement of approximately 2,060.1 tons of stone riprap along sections of Lake Decatur Shoreline, including brush removal and filter fabric.

INSTRUCTIONS TO BIDDERS:

1. ***A PRE-BID MEETING*** will be held by **CONFERENCE CALL ONLY** on **October 4, 2023 at 10:00 a.m.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturbblue.com
Plans & Portals
Public Projects
DFS Public Plan Room**

**City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturl.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturbblue.com /Plans & Portals /Public

Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

(1) ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

(2) ***Eighteen (18) Percent (%)*** of the total hours worked should be performed by minority workers.

All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

September 20, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

**END OF
ADVERTISEMENT FOR BIDS**

INFORMATION FOR BIDDERS

For Construction of: ***LAKE DECATUR SHORELINE STABILIZATION***

City Project No.: ***2023-21***

Owner: City of Decatur, Illinois

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.
5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform themselves fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing e-mailed to capitalprojects@decaturil.gov and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, the addenda will be posted on Decatur Blue Prints website at www.Decaturblue.com and notification will be e-mailed to all project plan holders, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project.

The City of Decatur maintains City project information on the City's web site at www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 - 1. **Ten (10) Percent (%)** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **Ten (10) Percent (%)** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **Eighteen (18) Percent (%)** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a bonus. The amount of the bonus will be calculated as 2% of the final contract amount, with the bonus not to exceed a maximum of \$50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation will be provided through **reporting forms submitted monthly to the City of Decatur.**
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

END OF INFORMATION FOR BIDDERS

BID FORM

For Construction of: ***LAKE DECATUR SHORELINE STABILIZATION***

City Project No.: ***2023-21***

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

RETURN WITH BID

DATE October 11, 2023

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

37-1392983

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

G+H Marine Inc.

(SEAL)

By:

Vice-President

Business Address &
E-mail Addresses

2194 S. Imboden Ct, Decatur IL 62521

ghmarine@aol.com

Names of Officers

Valerie Doran

President

Valerie Doran

Secretary

Valerie Doran

Treasurer

Attest:

Valerie Doran

Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
Lake Decatur Shoreline Stabilization
CITY PROJECT 2023-21

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	STONE RIPRAP IN SEGMENTS 2 THROUGH 6	Ton	2,060.1	\$ 85.00	\$ 175,108.50
2	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	40,000	40,000
TOTAL BASE BID					\$ 215,108.50

TOTAL BASE BID IN WORDS

Two hundred fifteen thousand one hundred
eight and 50/100 dollar.

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items. with the base bid work at the owner's sole discretion.

ALTERNATE BID 1

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	PLACEMENT OF FILTER FABRIC AND RIP RAP IN SEGMENT 1	Ton	432.0	\$ 85.00	\$ 36,720.00
TOTAL ALTERNATE BID 1					\$ 36,720.00

TOTAL ALTERNATE BID 1 IN WORDS

Thirty six thousand seven hundred
twenty dollar.

RETURN WITH BID

ALTERNATE BID 2

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	PLACEMENT OF FILTER FABRIC AND RIP RAP IN SEGMENT 7	Ton	135.0	\$ 85.00	\$ 11,475.00
TOTAL ALTERNATE BID 2					\$ 11,475.00

TOTAL ALTERNATE BID 2 IN WORDS Eleven thousand four hundred
seventy five dolla



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	10/11/23	Project Title:	Lake Decatur Shoreline Stabilization
Total Contract Value:	\$263,303.50	Project Number:	2023-21

Section I: Prime Contractor Information

Prime Contractor: G+H Marine Inc.

Address: 2194 S. Imboden Ct.
Decatur, IL 62521

Phone: 217-423-6684

Contact Person: Valerie Doran

Email: ghmarine@aol.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
None				
Totals				

• If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

• If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

• If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

• If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

Valerie Doran President.
Signature of Prime Contractor

10/11/23
Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	10/11/23	Project Title:	Lake Decatur Shoreline Stabilization
		Project Number:	2023-21

Prime Contractor: G + H Marine Inc.
 Address: 2194 S. Imboden Ct.
Decatur, IL 62521
 Phone: 217-423-6684
 Contact Person: Valerie Doran
 Email: ghmarine@aol.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☒	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☒	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Valerie Doran President
Signature of Prime Contractor

10/11/23
Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

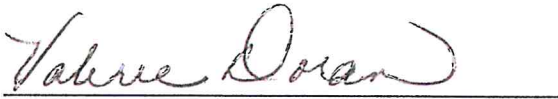
Public Works Director

Date

G & H Marine Inc will not be using any subcontractors on this project. All work will be completed by our existing staff.

All material will be purchased from 3 Sisters Logistics, LLC. They are the only company in the area that can provide the quantities needed to complete the project in a timely manner.

G & H Marine Inc and 3 Sisters Logistics LLC are both female owned and operated companies with more than 51% of the shares being owned by women.

A handwritten signature in dark ink, appearing to read "Valerie Owan", is written over a horizontal line.

President/Owner

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois

COUNTY OF Macon

Valerie Doran, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of G+H Marine Inc, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

Valerie Doran

President

Title

Subscribed and sworn to before me this 11th day of October, 2023.

(SEAL)



Dawn Leiner

Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

RETURN WITH BID

**CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT**

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“the Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors’ and subcontractors’ bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker’s name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____

Date: 10/11/23

City of Decatur, Illinois

M+H Marine Inc
by Valerie Doren, President
Contractor

END OF BID FORM



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:		To Name:	
Address:		Address:	
Phone:		Phone:	
Status:	☐ MBE	☐ Non-MBE	Status: ☐ MBE ☐ Non-MBE
		Contract Amount:	
Will the scope of work change?	☐ Yes	☐ No	

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

**RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER**

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE) Information

Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	Date

Minority Business Enterprise Signature	Print
Title	Date



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 6th day of November, 2023, by and between the City of Decatur, Illinois, hereinafter called "Owner", and G & H Marine Inc. hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**Lake Decatur Shoreline Stabilization, City Project 2023-21**", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is May 31, 2024.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond	Standard Specifications
Addenda 1 dated September 26, 2023	Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

G & H Marine Inc.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT BOND

Project **Lake Decatur Shoreline Stabilization**

Project Number **2023-21**

We, G & H Marine Inc.

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,
as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Two Hundred Sixty -Three Thousand, Three Hundred Three Dollars and 50/100

_____ Dollars (\$263,303.50), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

G & H Marine Inc. _____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 6th day of November, A.D. 2023

Attest:

Kim Althoff, City Clerk

City Council

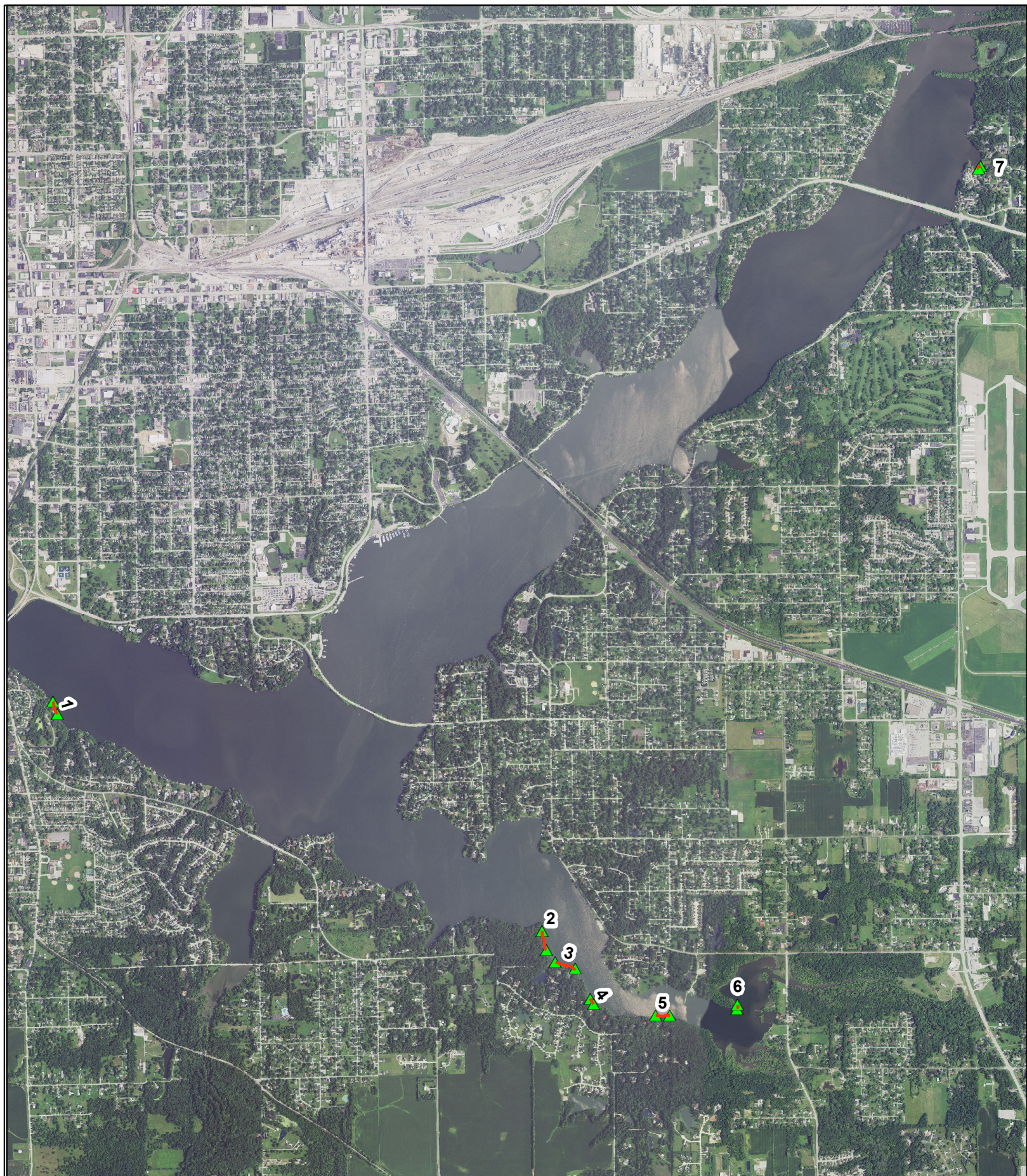
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

Project Name: Lake Decatur Shoreline Stabilization Project Number: 2023-21 Bid Date: 10/18/2023 Time: 10:00 a.m. Fund: Water Capital Fund Organization Code: 81808122 Object Code: 423700				Engineer's Estimate City Engineering Division		G & H MARINE INC. 2194 S. IMBODEN CT. DECATUR, IL 62521 CONTACT PERSON VALERIE DORAN 217 423 6684 ghmarine@aol.com		ENTLER EXCAVATING 519 N. SUNNYSIDE RD. DECATUR, IL 62522 CONTACT PERSON STUART ENTLER 217 428 1865 Karenentlerex@gmail.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	STONE RIPRAP IN SEGMENTS 2 THROUGH 6	2,060.1	TON	\$130.00	\$267,813.00	\$85.00	\$175,108.50	\$230.00	\$473,823.00
2	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
7	ALTERNATE BID 1								
8	PLACEMENT OF FILTER FABRIC AND RIP REAP IN SEGMENT 1	432.0	TON	\$130.00	\$56,160.00	\$85.00	\$36,720.00	\$230.00	\$99,360.00
12	ALTERNATE BID 2								
13	PLACEMENT OF FILTER FABRIC AND RIP REAP IN SEGMENT 7	135.0	TON	\$130.00	\$17,550.00	\$85.00	\$11,475.00	\$230.00	\$31,050.00
TOTAL BASE BID (AS CORRECTED)					\$307,813.00		\$215,108.50		\$513,823.00
Percent Over Under ENGINEER'S ESTIMATE							-30.1%		66.9%
TOTAL ALTERNATE A BID (AS CORRECTED)					\$56,160.00		\$36,720.00		\$99,360.00
Percent Over Under ENGINEER'S ESTIMATE							-34.6%		76.9%
TOTAL ALTERNATE B BID (AS CORRECTED)					\$17,550.00		\$11,475.00		\$31,050.00
Percent Over Under ENGINEER'S ESTIMATE							-34.6%		76.9%
TOTAL BIDS (AS CORRECTED)					\$381,523.00		\$263,303.50		\$644,233.0
Percent Over Under ENGINEER'S ESTIMATE							-31.0%		68.9%


 Robert C. Weil, Assistant City Engineer

10/24/23
 Date



- Breakwater Rip-Rap
- End Point

Lake Decatur Shoreline Stabilization Overview

0 0.2 0.4 0.8 1.2 1.6 Miles

PCS: NAD 1983 2011 StatePlane Illinois East FIPS 1201 Ft US



Northwater Consulting
960 Jackson St STE F
Springfield, IL 62704
217-725-3181

Police Department

DATE: 9/1/2023

MEMO: 23-55

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: 2023 Byrne Justice Assistance Grant (JAG)

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the council approve the certifications and assurances for acceptance of the 2023 Byrne Justice Assistance Grant (JAG) funds to address Guns and Violent Crime.

BACKGROUND:

The Decatur Police Department applied for up to \$42,876 in JAG Grant funding for the enforcement of laws associated with violent crimes and weapon offenses. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% (\$32,157) and the Sheriff's Department is to receive 25% (\$10,719) of the funds. It is a requirement of the grant that the City Council approve the certifications and assurances for acceptance of the funds, if awarded.

The Decatur Police Department will be the administrator of the grant, thus all requests for reimbursement, including those requested by MCSO, are submitted by DPD. The City of Decatur will then receive all of the reimbursement funds, including those requested by MCSO. The City of Decatur then disburses the requested funds to MCSO.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past.

PRIOR COUNCIL ACTION: R2022-138

STAFF REFERENCE: Shane Brandel, 217-424-2745, sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
Certification and Assurances	Backup Material
Grant Application	Backup Material
JAG Program Description	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING THE CERTIFICATIONS AND ASSURANCES OF THE
2023 BYRNE JUSTICE ASSISTANCE GRANT**

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

Section 1. That the certifications and assurances presented to the City Council for acceptance of the 2023 Byrne JAG grant funds 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 sign, seal, and attest said certifications and assurances for acceptance of the 2023 JAG grant.

PRESENTED, PASSED, APPROVED, AND RECORDED this 6th day of November
2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
2023 Anti-Gun and Violent Crime Jag Grant	10/1/23	10/1/27
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
42876.0	0.0	0.0
Total Estimated Funding		
42876.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

--

Type of Applicant 3: Select Applicant Type:

--

Other (specify):

— —

Application Submitter Contact Information

**Application POC Prefix
Name**

Mrs.

**Application POC First
Name**

Janice

**Application POC Middle
Name**

M

**Application POC Last
Name**

Frankovich

**Application POC Suffix
Name**

— —

**Organizational
Affiliation**

— —

Title

Crime Analyst

Email ID

jfrankovich@decaturil.gov

Phone Number

217-424-2723

Fax Number[217-542-3535](tel:217-542-3535)**ORINumber**

— —

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? ★

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

	Name Form SF424_4_0-V4.0.pdf	Date Added 8/23/23
	Name Form SFLLL_2_0-V2.0.pdf	Date Added 8/23/23
	Name GrantApplication.xml	Date Added 8/23/23

Authorized Representative

Authorized Representative Information

Prefix Name

Mrs.

First Name	Middle Name	Last Name	Suffix Name
Janice	—	Frankovich	—

Title

Community Liaison Officer

Verify Legal Name, Doing Business As, and Legal Address

Legal Name**Doing Business As**

CITY OF DECATUR

UEI

HCL3MP6L8XV5

Legal Address**Street 1**

1 GARY K ANDERSON PLZ

Street 2**City**

DECATUR

State

IL

Zip/Postal Code

62523

Congressional District

13

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Janice Frankovich

Certification Date / Time

08/24/2023 05:43 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract



Operation Stop the Gun and Violent Crimes 2023

JAG funding will allow the City of Decatur, Illinois to deploy more police officers to the streets in the areas where the highest number of violent crimes and gun violence are being committed. Officers will become more efficient and effective in identifying areas of increased criminal activity. Decatur Police Officers will review police reports, Crime Stoppers tips, and collect information from the department's crime analysts, undercover drug unit and narcotics Detectives and reference ongoing investigations. Personnel will utilize this information to target the "hot spots" in Decatur where gun violence and other violent crimes are most predominate. Decatur Police officers will work proactive overtime hire backs in the form of anti-gun and gang suppression units, bike patrols, foot patrols, increased numbers of motorized patrols, and saturate the areas where the highest number of crimes are being committed. Patrols will give officers the opportunity to interact with citizens, the basis of community policing, to gather their input as to why they believe violent crimes are being committed and why individuals are selecting their neighborhoods for criminal activity as well as develop specific information known to the residents of the community. Macon County, Illinois will be using their subrecipient JAG Funds to assist the Decatur Police Department by providing deputies to increase officer coverage in areas with high gun and violent crimes. The project goal will be to ensure the citizens in these high crime areas have a heightened sense of safety in their communities and to target and arrest those involved with gun violence and other violent crimes.

Project Identifiers: Overtime, Firearms, Violent Crimes, and Gangs

Proposal Narrative



Name

[2023 JAG Grant
Macon County
Sheriff Narrative](#)

Category

Proposal
Narrative

Created by

Janice Frankovich

Application Number

Date Added

08/24/2



Page 260 of 412

[O-BA-2023-171790.pdf](#)

— —

023

**Name**

[2023 Jag Grant Narrative Decatur IL Police Department O-BA-2023-171790.pdf](#)

Category

Proposal
Narrative

Created by

Janice Frankovich

Application Number

— —

Date Added

08/24/2023

**Budget and Associated Documentation****Budget Summary****Budget / Financial Attachments****Budget Worksheet and Budget Narrative****Name**

[2023 Jag Budget Decatur Police Department.pdf](#)

Category

Budget
Worksheet and
Budget Narrative
(attachment)

Created by

Janice Frankovich

Application Number

— —

Date Added

08/24/2023

**Indirect Cost Rate Agreement**

No documents have been uploaded for Indirect Cost Rate Agreement

Financial Management Questionnaire (Including applicant disclosure of high-risk status)**Name**

[2023 financial capability.](#)

Category

Financial
Management
and System of
Internal Controls

Created by

Janice Frankovich

Application Number

— —

Date Added

08/24/2023



Questionnaire
(including

applicant
disclosure of
high-risk status)

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

Year 1	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Construction	\$0.00
SubAwards	\$0.00
Procurement	\$0.00
Contracts	\$0.00
Other Costs	\$0.00
Total	\$0.00
Direct	

Costs

Indirect Costs	\$0.00
Total Project Costs	\$0.00

Total Project Cost Breakdown

	Total	Percentage
Federal Funds	\$0.00	0.00%
Match Amount	\$0.00	0.00%
Program Income Amount	\$0.00	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE _____ MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

Additional Application Components

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities

	Name Form SFLLL 2 0-V2.0.pdf	Category LobbyingActivitiesDisclosure	Created by — —	Application Number — —
--	--	---	--------------------------	--------------------------------------

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights

will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations,

any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Signed

SignerID

ifrankovich@dcaturil.gov

Signing Date / Time

8/23/23 8:51 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

**U.S. DEPARTMENT OF JUSTICE**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing

or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530; Page 270 of 412

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see

<https://cops.usdoj.gov/SafePolicingEO> .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING

PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ✨

Certified

SignerID

jfrankovich@decaturil.gov

Signing Date / Time

8/23/23 8:51 PM

Other Disclosures and Assurances**Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)**

	Name	Category	Created by	Application Number	Date Added	
	Applicant Disclosure of Duplication in Cost Items O-BJA-2023-171790.pdf	Disclosures and Assurances	Janice Frankovich	r — —	08/24/2023	

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or

otherwise.

Please Acknowledge ⭐

Signed

SignerID

jfrankovich@decaturil.gov

Signing Date / Time

8/24/23 4:23 PM

Other

	Name	Category	Created by	Applic ation Numbe r	Date Added	
	2023 Sub- Recipient Monitoring O-BJA- 2023-171790.pdf	Other Attachments	Janice Frankovich	— —	08/24/2 023	

Certified

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

OMB No. 1121-0329
Expires 12/31/2023



BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171790

Solicitation Release Date: June 30, 2023 12:00 PM ET

Application Grants.gov Deadline: August 30, 2023 8:59 PM ET

Application JustGrants Deadline: August 31, 2023 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting state, local, and tribal jurisdictions' efforts to prevent or reduce crime and violence and to improve the fair administration of the justice system.

This solicitation incorporates guidance provided in the [OJP Grant Application Resource Guide](#) which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
C-BJA-2023-00105-PROD	Category 2–Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2023 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Eligible allocations under the JAG Program are posted annually on the [JAG web page](#). See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday–Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation

close date.

Submission Information

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a **Disclosure of Lobbying Activities (SF-LLL)** form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 and an SF-LLL in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and federal holidays.

OJP encourages applicants to review, the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov, JustGrants systems.

Contents

Overview	1
Contact Information	2
Program Description	6
Overview	6
Specific Information	6
Goals, Objectives, and Deliverables	19
Evidence-Based Programs	19
Information Regarding Potential Evaluation of Programs and Activities	19
Federal Award Information	20
General Guidance for Federal Award	20
Awards, Amounts and Durations	21
Type of Award	21
Financial Management and System Controls	21
Budget Information	21
Cost Sharing or Matching Requirement	21
Pre-agreement Costs (also known as Pre-award Costs)	22
Prior Approval, Planning, and Reporting of Conference/Meeting/ Training Costs	22
Costs Associated with Language Assistance (if applicable)	22
Availability of Funds	22
Eligibility Information	22
Application and Submission Information	22
Content of Application Submission	22
Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov	23
Standard Applicant Information (JustGrants 424 and General Agency Information)	23
Proposal Abstract	23
Proposal Narrative	24
Budget and Associated Documentation	26
Budget Worksheet and Budget Narrative (attachment)	26
Indirect Cost Rate Agreement (if applicable)	26
Financial Management and System of Internal Controls	26
Questionnaire (including applicant disclosure of high-risk status)	26
Disclosure of Process Related to Executive Compensation	26
Additional Application Components	27

Research and Evaluation Independence and Integrity Statement	27
Memorandum of Understanding (if applicable)	27
Certifications and Assurances by the Chief Executive of the Applicant Government	27
Disclosure and Assurances	27
Disclosure of Lobbying Activities	28
DOJ Certified Standard Assurances	28
Applicant Disclosure of Duplication in Cost Items	28
DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing	28
Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)	28
How to Apply	28
Submission Dates and Time	29
Application Review Information	31
Review Process	31
Federal Award Administration Information	32
Federal Award Notices	32
Administrative, National Policy, and Other Legal Requirements	32
Information Technology (IT) Security Clauses	32
General Information about Post-Federal Award Reporting Requirements	32
Federal Awarding Agency Contact(s)	33
Other Information	33
Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)	33
Provide Feedback to OJP	34
Application Checklist	35
Standard Solicitation Resources	37

Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states).

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

Statutory Authority: The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award

amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#) and click on their respective state and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2023 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.

2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include advancing justice system reform efforts, advancing racial equity and support for underserved communities, preventing and combating hate crimes, crime and violence reduction strategies, and community violence intervention (CVI) approaches. BJA encourages recipients of FY 2023 JAG funds to consider coordination with federal law enforcement agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Advancing Justice System Reform Efforts

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial bias and injustice and overly harsh sentences have swelled correctional populations which not only exacerbates distrust in the justice system, but also destabilizes the wellbeing of communities. To build strong, safe, and healthy communities, it is critical to address the underlying,

entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions must carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

Consistent with President Biden's [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety, and the [Safer America Plan](#), DOJ is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build community trust, alternatives to incarceration, community supervision reforms, support for mental health and substance use treatment services, community-driven programs and partnerships, and enhancing pretrial processes. Efforts to continue to address the backlog of court cases created during the pandemic would fall in this category. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Racial Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, DOJ is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, and to remove barriers to ensure equal opportunity for people of color and for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities.

BJA encourages JAG recipients to utilize funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety and efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, and indigent defense services. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to

provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Preventing and Combating Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language or concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the [U.S. Bureau of Justice Statistics' National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2021 and 2022, there were several attacks on houses of worship, threats against Historically Black Colleges and Universities, and increased attacks on Asian Americans. Though many jurisdictions are facing significant increases in hate crimes and hate incidents, [a recent research study and survey from the National Institute of Justice \(NIJ\)](#) indicates that many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

In September 2022, Attorney General Merrick Garland [announced that all 94 U.S. Attorneys' offices](#) would be implementing the United Against Hate Program and emphasized that eliminating hate and bias-motivated crimes is one of DOJ's top priorities, and combating hate crimes and promoting trust and accountability in law enforcement was one of the Department's priority goals for fiscal year 2023. BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, improve data collection and reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur.

This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at: [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Crime and Violence Reduction Strategies

The Biden–Harris Administration and DOJ have made crime and violence reduction a top priority. In May 2022, President Biden signed [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which states, “since early 2020, communities around the country have faced rising rates of violent crime, requiring law enforcement engagement at a time when law enforcement agencies are already confronting challenges of staffing shortages and low morale.” According to an analysis of 27 cities conducted by the Council on Criminal Justice, the number of homicides in 2022 declined 4 percent over 2021, yet the homicide rate remained 34 percent higher than 2019 levels. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund](#) indicate that as of December 31, 2022, 226 federal, state, tribal, and local law enforcement officers died in the line of duty in 2022. Line-of-duty-related deaths continue to be a top concern. Sixty-four law enforcement officers were killed feloniously by firearms in 2022, which is an increase over the historical number of deaths by gunfire seen in the prior decade (2010–2020 saw an average of 53).

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention, bolster the security of at-risk places of worship such as synagogues, churches, and mosques, provide

security for prosecutors and elections, enhanced community policing and crime prevention, enforcement of commonsense gun laws, and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Community Based Violence Intervention (CVI) Approaches

In April 2021, the [Biden–Harris Administration announced historic investments in CVI](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. On February 16, 2023, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that DOJ's approach to disrupting violent crime is: "centered on our partnerships – both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our approach is centered on building public trust. We know that we cannot do our jobs effectively without the trust of the communities we serve. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines – all toward one goal: the goal of making our communities safer."

BJA encourages JAG recipients to invest JAG funds to tailor programs to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies typically focus on high-risk individuals and gang and gun violence as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically provided to them such as behavioral health support, employment access, housing advocacy, and family support. More information on CVI strategies is available through [BJA's National Training and Technical Assistance Center \(NTTAC\)](#) and on BJA's website at: <https://bja.ojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to partner with organizations with existing CVI strategies to support and enhance those programs, which may include organizations funded under OJP's Community Based Violence Intervention and Prevention Initiative (CVIPI). To identify and learn

more about existing CVIPI grantees, review [OJP's CVIPI web page](#) and FY 2022 CVIPI award information. In addition, jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Additional Uses of JAG Funds

JAG funds awarded under this FY 2023 solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce, with a focus on gender and racial diversity.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Promote data sharing and sex offender monitoring.

Additionally, JAG funds awarded under this FY 2023 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

Limitations on the Use of JAG funds

Administrative Costs — Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting — JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds — Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG — The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements

A unit of local government that applies for and receives an FY 2023 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs) — ERPOs must include, at a minimum—

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in

federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive and procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.

4. Penalties for abuse of the program.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2023 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2023 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG - Body-Worn Camera \(BWC\) Policy Certification](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award

recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://cjitec.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2023 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG - Body Armor Mandatory Wear Policy Certification](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed

subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP webpage](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Death in Custody Reporting Act (DCRA) — The Death in Custody Reporting Act of 2013 (Public Law 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). To comply with DCRA, JAG State Administering Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies and submitting the data to BJA. Units of local government are strongly encouraged to cooperate with DCRA data collection efforts within their state.

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2023 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirements.

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity & Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders, and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2023 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2023 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1

violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years” (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI’s NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2023 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS — FBI](#).

Goals, Objectives, and Deliverables

Goals

In general, the FY 2023 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice and civil proceedings.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

A unit of local government that receives an FY 2023 JAG award will be required to produce various types of reports including quarterly performance reports in BJA’s Performance Measurement Tool (PMT), quarterly financial reports in JustGrants, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the Application and Submission Information section.

Evidence-Based Programs

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information and applicable documentation to be included in the application, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

General Guidance for Federal Award

Anticipated number of awards BJA expects to make:1296

Anticipated maximum dollar amount for each award: \$4,660,745

Period of performance start date: October 1, 2022

Period of performance duration: 24 - 48 months

Anticipated Total amount to be awarded under solicitation: \$102,778,619

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1— Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
	Category				

C-BJA-2023-00105-PROD	2–Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48
-----------------------	---	-----	------------	---------------------	----

Awards, Amounts and Durations

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY23 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Application and Submission Information

Content of Application Submission

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.” the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A brief Proposal Abstract (no more than 100 words), which concisely describes the intended use of JAG funds, must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of _____ will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of _____ will use JAG funds to hire credible messengers as part of a community based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of _____ and _____ will use JAG funds for technology improvements and equipment. Specifically, the county of _____ will use JAG funds to replace its records management system in order to transition to NIBRS, and the city of _____ will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2023 JAG funds, the subaward process (if applicable, including disparities) and

timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measure information is included as a notification that award recipients will be required to submit performance data as part of each award's reporting requirements. Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this

review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semi-annual performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

If applicable, the applicant will upload their indirect cost rate agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and upload it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Memorandum of Understanding (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

OJP will not deny an application for an FY 2023 award if the recipient does not submit a properly executed MOU by the application deadline, but the award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits the properly executed MOU.

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled “Other Program Requirements.” The most up-to-date certification form can be found at: <https://bja.ojp.gov/doc/fy-23-local-jag-ce-certification.pdf>.

Disclosure and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. Once the applicant submits in Grants.gov, this information will pre-pend into JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards, or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) additional information.

How to Apply

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step

process via Grants.gov and JustGrants.

Step 1: After registering with SAM, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

Step 2: The applicant must then submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8/24/2023 8:59 PM, ET.

The **full application** must be submitted in JustGrants by 8/31/2023 8:59 PM, ET.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient

time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application

OJP will only consider a request to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason, applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the [SAM Help Desk \(Federal Service Desk\)](#), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and Federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the

- error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue or that does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant may review and comment on any information about its organization that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant entity.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30th. See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports - Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1 — Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), and contact information for Grants.gov and JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Formula Program - Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference the [OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov:

- Acquire or renew your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Select the correct Competition ID
- Access the funding opportunity and application package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2023 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bjaojp.gov/program/jag/fy-2023-allocations>.

Review Eligibility Requirement: Review the Eligibility section on the cover page and

Eligibility Information section in the solicitation.

Application Step 1

Submit the **SF-424** and **SF-LLL** in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**
- Submit Intergovernmental Review (if applicable)

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- a submission receipt
- a validation receipt
- a grantor agency retrieval receipt
- an agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

Application Step 2

Submit the following information in JustGrants

Application Components

- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application](#)

- [Resource Guide](#))
- Memorandum of Understanding (if applicable)
- [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Review, Certify and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received:

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [OJP Grant Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

[Virtual Q&A Sessions](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

Police Department

DATE: 9/1/2023

MEMO: 23-56

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Intergovernmental Agreement with Macon County for disbursement of JAG Grant funds.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the council approve the 2023 intergovernmental agreement for acceptance and distribution of JAG funds to address violent crime.

BACKGROUND:

The Decatur Police Department applied for up to \$42,876 in JAG Grant funding for the enforcement of laws associated with violent crimes and weapon offenses. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% and the Sheriff's Department is to receive 25% of the funds.

The Decatur Police Department will be the administrator of the grant, thus all requests for reimbursement, including those requested by MCSO, are submitted by DPD. The City of Decatur will then receive all of the reimbursement funds, including those requested by MCSO.

The City of Decatur then disburses the requested funds to MCSO. As such, an intergovernmental agreement between the City of Decatur and Macon County is being requested and presented.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past and the intergovernmental agreement between the two entities has been part of the administration of the grant.

PRIOR COUNCIL ACTION: R2022-139

STAFF REFERENCE: Shane Brandel, Chief of Police, 217-424-2745,
sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
-------------	------

Resolution Letter
Interagency Agreement

Resolution Letter
Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF MACON AND THE CITY OF DECATUR
FOR DISTRIBUTION OF 2023 BYRNE JUSTICE ASSISTANCE GRANT**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the County of Macon regarding disbursement of JAG grant funds 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 sign, seal, and attest said Intergovernmental Agreement between the City of Decatur and County of Macon.

PRESENTED, PASSED, APPROVED, AND RECORDED this 6th day of November
2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MACON

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 18th day of September, 2023, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY up to ten-thousand seven hundred nineteen dollars (\$10,719) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of up to \$10,719 of JAG funds.

Section 2.

The City agrees to use \$32,157 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By: _____

Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk

City Clerk

DATE: 10/31/2023

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 Greg Florian 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 his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Greg Florian

Public Building Commission

9/30/2028

DATED this 6th day of November 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
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 6th day of November 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 6th day of November 2023.

Julie Moore Wolfe, Mayor

Public Works

DATE: 10/27/2023

MEMO: 2023-105

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2216 Lilac Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2216 Lilac Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2216 Lilac Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2216 LILAC DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Andrea and Tony Stewart, requesting that there be annexed to the City territory described as:

LOT FIVE (5) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300,
PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-202-006

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Andrea Stewart

Tony Stewart

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2216 Lilac Drive, and legally described as follows:

LOT FIVE (5) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-202-006

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>[Signature]</u>	<u>Andrea Stewart</u>	<u>2216 Lilac Dr. Decatur, IL</u>
<u>[Signature]</u>	<u>Tony Stewart</u>	<u>2216 Lilac Dr. Decatur, IL</u>

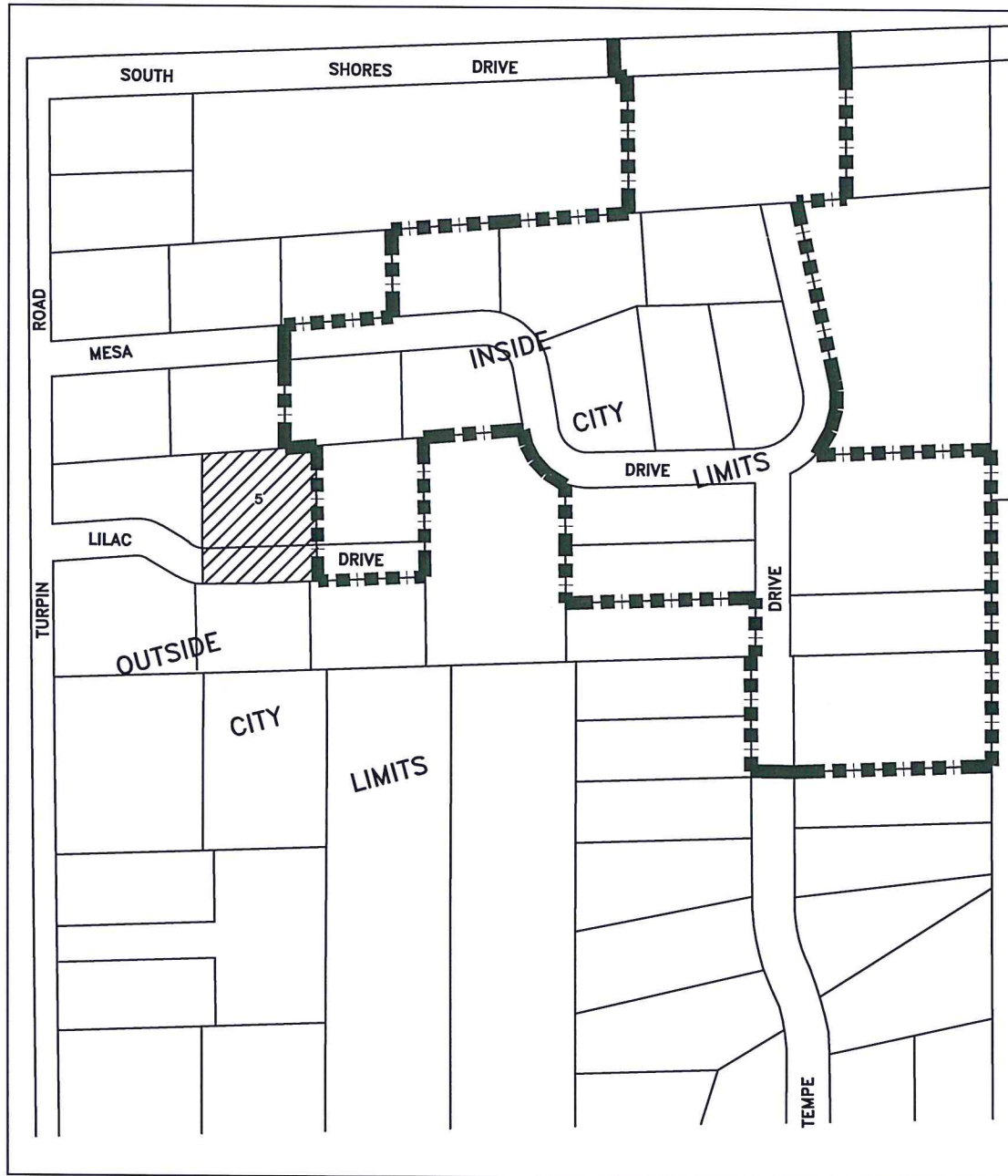
Signed and sworn to before me this 23rd day of October, 2023

[Signature]

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2216 LILAC DRIVE



indicates territory annexed



indicates existing corporate limits

0.458± acres

AREA 0.00072± sq. miles

160± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 324 of 412

Public Works

DATE: 10/27/2023

MEMO: 2023-106

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2229 Mesa Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2229 Mesa Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2229 Mesa Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2229 MESA DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Mary S. Holsapple and Steven A. Holsapple, requesting that there be annexed to the City territory described as:

LOT NINE (9) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300
PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 17-12-36-202-002

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Mary Holsapple

Steven Holsapple

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2229 Mesa Drive, and legally described as follows:

LOT NINE (9) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-202-002

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

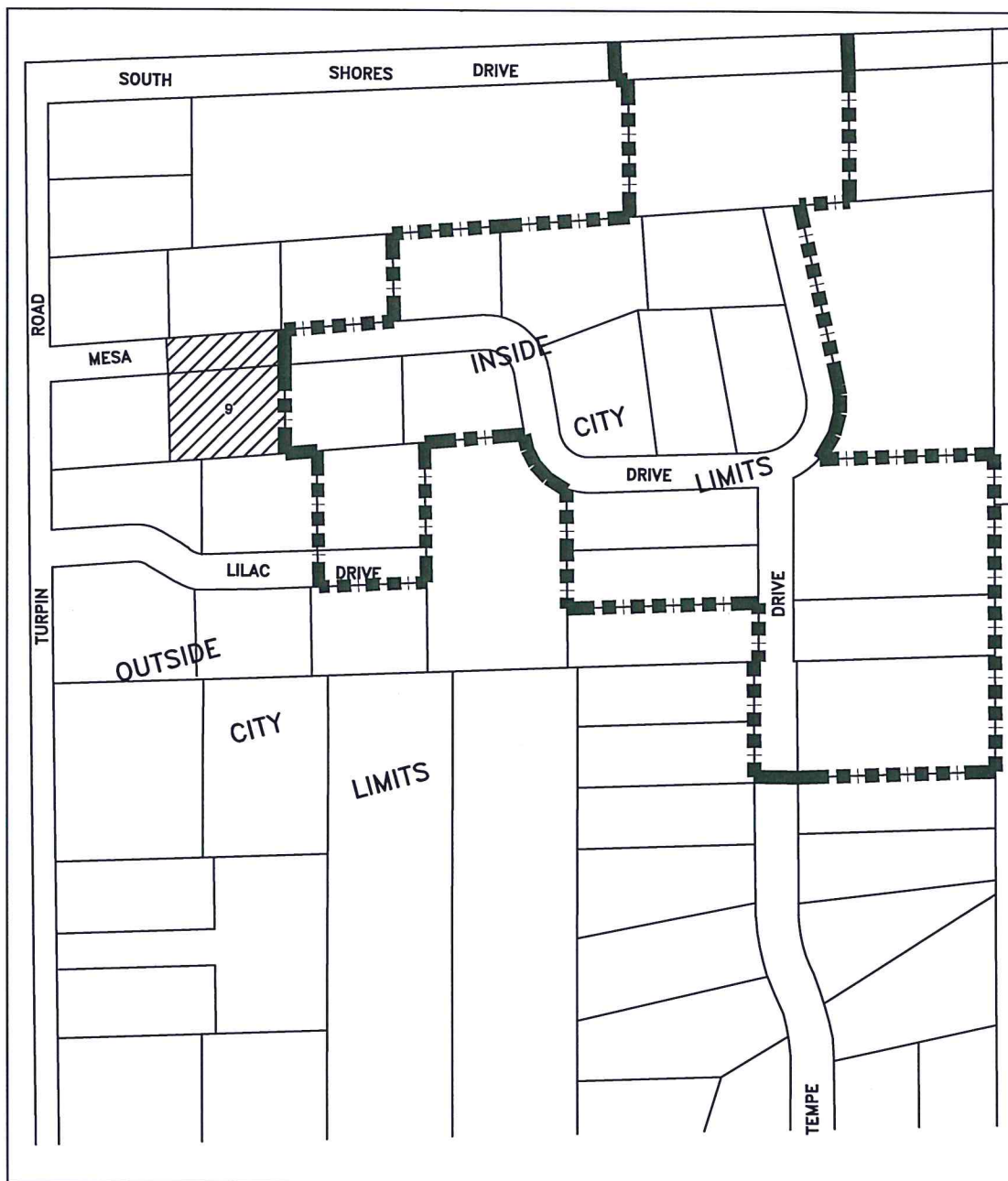
<u>Mary S Holsapple</u>	<u>Mary S Holsapple</u>	<u>2229 MESA DR DECATUR IL</u>
<u>Steven A Holsapple</u>	<u>STEVEN A HOLSAPPLE</u>	<u>2229 MESA DR DECATUR IL</u>

Signed and sworn to before me this 10th day of October, 2023



Felicia A. Evans
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2229 MESA DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

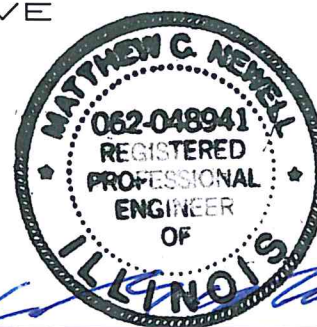
AREA 0.00072± sq. miles

160± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



10-26-23

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

ORDINANCE NO: _____

DATE: _____ Page 329 of 412

Public Works

DATE: 10/27/2023

MEMO: 2023-107

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –1836 South Shores Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 1836 South Shores Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1836 South Shores Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1836 SOUTH SHORES DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Don M. Cisco III and Bethany N. Cisco, requesting that there be annexed to the City territory described as:

LOT 1 OF PINE GROVE ADDITION, AMENDED ON FINAL PLAT, AS PER PLAT RECORDED IN BOOK 5000, PAGE 190, AND AMENDED IN BOOK 4458 ON PAGE 635, OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-25-377-020

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)_____

Don M Cisco III, Bethany N Cisco

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1836 South Shores Drive, and legally described as follows:

LOT 1 OF PINE GROVE ADDITION, AMENDED ON FINAL PLAT, AS PER PLAT RECORDED IN BOOK 5000, PAGE 190, AND AMENDED IN BOOK 4458 ON PAGE 635, OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-25-377-020

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>Don M Cisco III</u>	<u>Don Cisco III</u>	<u>1836 S Shores Dr, Decatur, IL</u>
<u>Bethany Cisco</u>	<u>Bethany Cisco</u>	<u>1836 S. Shores Dr. Decatur IL</u>

Signed and sworn to before me this 12th day of October, 2023



Tara R Bachstein
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1836 SOUTH SHORES DRIVE



indicates territory annexed



indicates existing corporate limits

1.52± acres

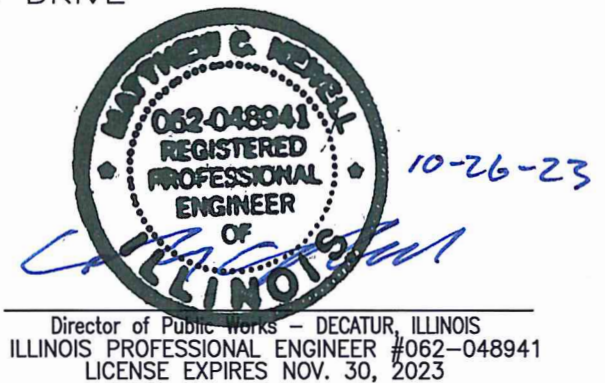
AREA 0.0024± sq. miles

78± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 334 of 412

Public Works

DATE: 10/27/2023

MEMO: 2023-108

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –3054 Tempe Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3054 Tempe Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3054 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3054 TEMPE DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Jason and Samantha Cummings, requesting that there be annexed to the City territory described as:

LOT TWELVE (12) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-204-007

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Jason Cummings

Samantha Cummings

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3054 Tempe Drive, and legally described as follows:

LOT TWELVE (12) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-007

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

J C

Jason Cummings

3054 Tempe Dr Decatur IL

Samantha Cummings

Samantha Cummings

3054 Tempe Dr, Decatur, IL

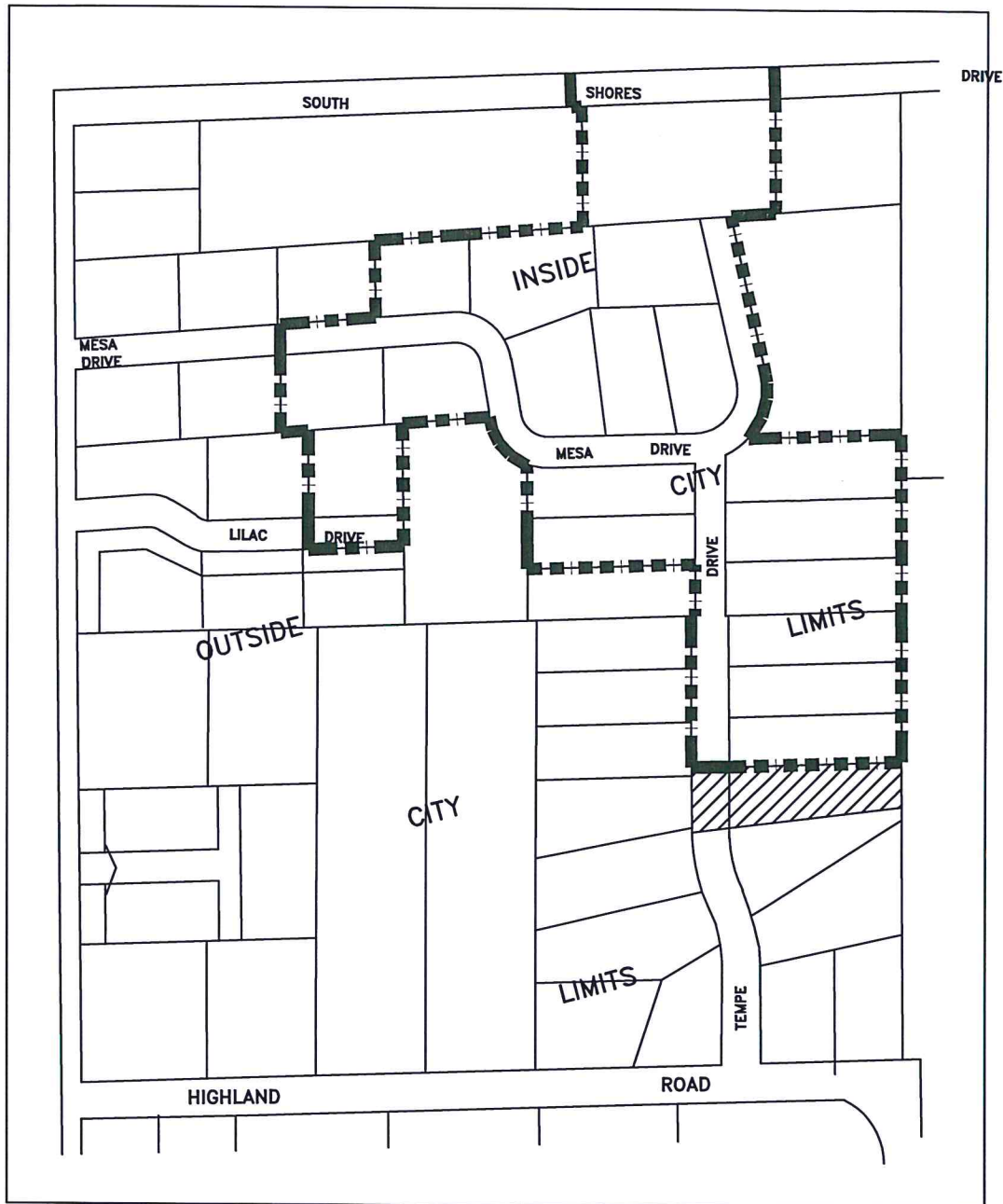
Signed and sworn to before me this 28 day of September, 2023

Lillie D. Barker

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3054 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

0.52± acres

AREA 0.00081± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



10-26-23

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 339 of 412

Financial Management

DATE: 11/6/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Ordinance Amending City Code Chapter 50 Licenses

SUMMARY RECOMMENDATION:

City Administration recommends Council approval of the attached Ordinance Amendment to update City Code Chapter 50 to charge for background checks for each type of license requiring a background check for a fee not to exceed \$50.00 per person or per vehicle required for the license requested.

BACKGROUND:

On October 2, 2023, City Council approved Ordinance 2023-65 updating Chapter 50 to charge for background checks having a fee not to exceed \$50.00. The intention was to charge for each background check that is required for the license, per person or per vehicle as the ordinance requires. Background checks are required for many of the licenses issued by the City of Decatur and the City is seeking to be reimbursed for this cost.

Any fees associated with background checks for licensing applications would be charged to the individual(s) applying for the license application through an amendment to the Chapter 50 City Code.

POTENTIAL OBJECTIONS: No known objection.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby F. James, City Treasurer & Chief Financial Officer

BUDGET/TIME IMPLICATIONS:

Individuals seeking the license would be responsible for paying the background check fees associated with the obtaining the license.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 50 Licenses	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 50-
-LICENSES-**

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

Section 1. That Chapter 50 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 6, so that Section 6 as so modified and amended, shall provide as follows:

6. **FEES.** When application for an annual license is made after the beginning of the license period, the fee shall not be prorated, unless otherwise provided in this Code. When an application is not approved and an applicant has not engaged or shall not have attempted to engage in the business sought to be licensed, the fee paid shall be refunded. All licenses requiring background checks shall have a fee not to exceed \$50.00 per person and per vehicle added to their license fee.

Section 2. That the City Clerk be, and 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 ADOPTED this 6th day of November, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 50

LICENSES

6. **FEES.** When application for an annual license is made after the beginning of the license period, the fee shall not be prorated, unless otherwise provided in this Code. When an application is not approved and an applicant has not engaged or shall not have attempted to engage in the business sought to be licensed, the fee paid shall be refunded. All licenses requiring background checks shall have a fee not to exceed \$50.00 per person and per vehicle added to their license fee.

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. 23-15

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 6, 2023

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 ten (10) 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

1027 W. Cerro Gordo

1375 N. Church

1837 N. Church

827 N. Edward

835 N. Edward

1310 Oak Dr.

880 W. Packard

1354 E. Whitmer

1012 E. William

1431 E. Wood

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 best 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 6th day of November, 2023.

Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo November 6, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

Cerro Gordo, 1027 W. This property was posted Unfit for Human Habitation in June 2023. Property with multiple violations including: broken doors and windows; damaged and missing gutters; hole in roof; interior surfaces (walls, falls, ceilings) damaged; accumulation of garbage inside; lands around exterior not maintained.

Church, 1375 N. This property was posted as Unfit for Human Habitation in August 2022. House has several interior and exterior violations that need to be brought to minimum code.

Church, 1837 N. This property was posted as Unfit for Human Habitation in October 2023. House has numerous exterior and interior violations that need to be brought to minimum code.

Edward, 827 N. This property was posted as Unfit for Human Habitation in December 2022. House has numerous exterior and interior violations that need to be brought to minimum code.

Edward, 835 N. This property was posted as Unfit for Human Habitation in December 2022. Property with the following violations: broken/boarded windows; peeling and chipping paint; soffit/fascia hanging in rear; garage door and garage in disrepair.

Oak Dr., 1310. This property was posted as Unfit for Human Habitation in January 2023. House has been deemed unfit due to no water service, holes in roof, back of house is sitting wide open exposed to the elements, missing siding, front porch is falling in on itself, inside is filled with rubbish and looks like it has been stripped of plumbing and some electrical, missing and broken windows, basement has suffered significant water damage, ceiling is falling in in multiple places.

Packard, 880 W. This property was posted as Unfit for Human Habitation in March 2022. House has several interior and exterior violations that need to be brought to minimum code.

Whitmer, 1354 E. This property was posted as Unfit for Human Habitation in July 2023. House has several interior and exterior violations that need to be brought to minimum code.

William, 1012 E. This property was posted Unfit for Human Habitation in February 2023. House has been deemed unfit due to no water service. House sits in a severe state of dilapidation and lack of maintenance. Front porch is missing boards and roof of porch is falling in. Side railings are not secure and rotted. Missing paint around windows and fascia. Broken windows, boarded up windows and doors. Accessory structure has missing boards and roof. Roof on house is bubbled and warped in areas. Some foundation missing bricks. Back portion of porch is falling down. Inside is full of trash and debris.

Wood, 1431 E. This property was posted Unfit for Human Habitation in June 2022. House has several interior and exterior violations that need to be brought to minimum code.

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 539 W. Decatur St.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-16

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 6, 2023

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant buildings with S. Shafer Excavating at 629 W. Prairie Ave, and 1353 E. William St., and Steve’s Trucking at 539 W. Decatur.

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

BACKGROUND: The buildings at 629 W. Prairie, 1353 E. William, and 539 W. Decatur were put out for demolition bid and crossed the threshold for council approval. These properties were put out for demolition bid along with twelve (12) other properties, which did not cross the threshold for council approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, 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 539 W. DECATUR ST**

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 539 W. Decatur St., 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 \$48,499.00 for 539 W. Decatur St. 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 \$48,499.00.

PRESENTED and ADOPTED this 6th day of November 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 539 W. Decatur 10/31/2023 Time: 9:00 a.m.		Steve's Trucking Decatur, IL	JRH Services Decatur, IL	Hutchins Excavating Decatur, IL No Bid	S. Shafer Excavating Pontoon Beach, IL No Bid
	Description	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$48,499.00	\$60,908.00	\$0.00	\$0.00
	Asbestos	\$0.00	\$0.00	\$0.00	\$0.00
	Plumbing	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$48,499.00	\$60,908.00	\$0.00	\$0.00

SUBJECT: Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 629 W. Prairie Ave.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH S.
SHAHER EXCAVATING FOR THE DEMOLITION OF 629 W. PRAIRIE AVE**

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 629 W. Prairie Ave, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of S. Shafer Excavating in the amount of \$29,900.00 for 629 W. Prairie 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 S. Shafer Excavating for their total bid price of \$29,900.00.

PRESENTED and ADOPTED this 6th day of November 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 629 W. Prairie Ave.		S. Shafer Excavating	Steve's Trucking	JRH Services	Hutchins Excavating
10/31/2023		Pontoon Beach, IL	Decatur, IL	Decatur, IL	Decatur, IL
Time: 9:00 a.m.				No Bid	No Bid
	Description	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$26,200.00	\$97,950.00	\$0.00	\$0.00
	Asbestos	\$2,000.00	\$0.00	\$0.00	\$0.00
	Plumbing	\$1,700.00	\$0.00	\$0.00	\$0.00
TOTAL		\$29,900.00	\$97,950.00	\$0.00	\$0.00

SUBJECT: Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 1353 E. William St.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH S.
SHAHER EXCAVATING FOR THE DEMOLITION OF 1353 E. WILLIAM ST**

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 1353 E. William St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of S. Shafer Excavating in the amount of \$27,900.00 for 1353 E. William St. 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 S. Shafer Excavating for their total bid price of \$27,900.00.

PRESENTED and ADOPTED this 6th day of November 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 1353 E. William St.		S. Shafer Excavating	Steve's Trucking	JRH Services	Hutchins Excavating
10/31/2023		Pontoon Beach, IL	Decatur, IL	Decatur, IL	Decatur, IL
Time: 9:00 a.m.					No Bid
	Description	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$26,200.00	\$29,585.00	\$33,150.00	\$0.00
	Asbestos	\$0.00	\$0.00	\$0.00	\$0.00
	Plumbing	\$1,700.00	\$0.00	\$0.00	\$0.00
TOTAL		\$27,900.00	\$29,585.00	\$33,150.00	\$0.00

City Clerk

DATE: 11/2/2023

MEMO:

TO: Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Renewal of Environmental Systems Research Institute, Inc., (ESRI) Enterprise Agreement-for Geographic Information System (GIS) Software

SUMMARY RECOMMENDATION:

ESRI provides GIS software for the city of Decatur and more than 80% of local government GIS users across the country. GIS supports multiple city functions, reports, data collection, mapping and more. The proposed contract continues the services and resources the city has had in the past.

It is recommended that the contract be approved. One-third of the contract cost will be budgeted in each of the next 3 years.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Renewal Quote	Backup Material

Executive Department

DATE: November 6, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Seth Stark, Chief Data Officer, Executive Department

SUBJECT: Resolution authorizing a renewal of a 3-year Enterprise Agreement with ESRI, Inc. including product support for the Geographic Information System (GIS) function for the City of Decatur.

SUMMARY RECOMMENDATION: Staff recommends City Council approve the attached Resolution authorizing payment of \$187,125.00 from multiple funding sources. Although this is a large expense, it is for a three-year ESRI Small Municipal and County Government Enterprise License from ESRI, Inc. to continue to support the City's GIS system. By renewing a three-year contract, staff estimates an annual savings of 5-7% over a year-to-year contract, as the cost for a small government enterprise agreement with ESRI, Inc is anticipated to increase 5-7% per year.

BACKGROUND: GIS is an integral part of the City's data management solutions. Many different departments within the City, as well as the general public, use the City's GIS for data inquiries and job-related duties including property inspections, neighborhood revitalization, grant fund justification and expenditure tracking, economic development, street conditions tracking, and public transportation route analysis, among others. The City has been using GIS software and support from ESRI, Inc since 2004. This purchase will support the City's expanding use and application of GIS.

PRIOR COUNCIL ACTION: Original ESRI purchase in 2004 and annual software maintenance until 2020. City entered into the small government enterprise agreement with ESRI in 2020 under a similar 3-year agreement.

POTENTIAL OBJECTIONS: None Anticipated

STAFF REFERENCE: Jon Kindseth, Deputy City Manager or Seth Stark, Chief Data Officer

BUDGET/TIME IMPLICATIONS: The cost of this 3-year agreement will be spread across multiple funds and departments as many City departments use the data and tools covered under this contract renewal.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE RENEWAL OF
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)
ENTERPRISE AGREEMENT- FOR GEOGRAPHIC INFORMATION SYSTEM (GIS)
SOFTWARE**

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

Section 1. That the renewal proposal presented to the Council attached here as an Exhibit from Environmental Systems Research Institute, Inc (ESRI) for maintenance support for the Small Government Enterprise Agreement Annual Subscription, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized execute the agreement and to make the necessary payment to ESRI in an amount not to exceed \$187,125.00 on behalf of the City of Decatur for maintenance support for the GIS software and support.

PRESENTED AND ADOPTED this 6th day of November 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-502416

Date: August 2, 2023

Customer # 26839 Contract #

City of Decatur
MIS Dept
1 Gary K Anderson Plz
Decatur, IL 62523-1005

ATTENTION: Seth Stark
PHONE: (217) 450-2218
EMAIL: sstark@decaturil.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/2/2023 To: 10/31/2023

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 1	\$5,675.00	\$5,675.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 2	\$5,675.00	\$5,675.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 3	\$5,675.00	\$5,675.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Joe Araiza

Email:

jaraiza@esri.com

Phone:

312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Page 361 of 412

ARAIAZJ

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/2/2023 To: 10/31/2023*

Quotation # Q-502416

Date: August 2, 2023

Customer # 26839 Contract #

City of Decatur
MIS Dept
1 Gary K Anderson Plz
Decatur, IL 62523-1005

ATTENTION: Seth Stark
PHONE: (217) 450-2218
EMAIL: sstark@decaturil.gov

Subtotal:	\$187,125.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$187,125.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Joe Araiza

Email:

jaraiza@esri.com

Phone:

312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Page 362 of 412

ARAIAZAJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing for ArcGIS Enterprise
 50 ArcGIS Location Sharing for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Financial Management

DATE: 11/6/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Trustees of the Decatur Fire Pension Plan

SUBJECT: Municipal Compliance Report Fire Pension Plan

SUMMARY RECOMMENDATION: The Pension Board certifies to the City Council on the condition of the Pension Plan at the end of its most recently completed fiscal year.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:

Milliman, Inc.
Department of Insurance

BUDGET/TIME IMPLICATIONS: The fire pension board reports their recommended minimum pension contribution to include in the next year's budget and tax levy.

ATTACHMENTS:

Description	Type
Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2022	Backup Material



CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA
62523

DECATUR, ILLINOIS

November 6, 2023

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, 2022

In accordance with State of Illinois Statute 40 ILCS 5/4-134 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 6, 2023.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ruby James", is written over a horizontal line.

Ruby James
City Treasurer & Chief Financial Officer

cc: Scot Wrighton, City Manager
Kimberly Althoff, City Clerk
Justin Krause, Decatur Firefighter Pension Board
Jeremy 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, 2022**

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)	<u>\$ 86,797,100</u>
Actuarial Value of Assets (see item 8 for explanation)	<u>\$ 103,960,266</u>

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)	<u>\$ 936,980</u>
Estimated Receipts - All Other Sources (Valuation)	
Investment Earnings	<u>N/A</u>
Municipal Contributions (Valuation)	<u>\$ 7,384,525</u>

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 (2024 Projection)	<u>\$ 9,452,939</u>
(b) Annual Requirement of the Fund as Determined by: (2023 Projection)	
Illinois Firefighters' Pension Investment Fund	
- Report Dated September 5, 2023	<u>\$ 4,945,234</u>
Private Actuary - Report Dated September 21, 2023 (2024 Projection)	
(Entry Age Normal - Level Percentage of Payroll)	<u>\$ 7,384,525</u>
Private Actuary - Report Dated September 21, 2023 (PA096-1495)	<u>\$ 6,868,756</u>
(2024 Projection)	
(c) Annual Requirement of the Fund as Determined by:	
Illinois Firefighters' Pension Investment Fund	<u>N/A</u>
Private Actuary - Report Dated September 21, 2023	<u>N/A</u>

**CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2022**

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 (2022)	Preceding Fiscal Year (2021)
Net Income Received from Investment of Assets (City Trial Balance)	\$ (15,216,651)	\$ 10,737,944
Assumed Investment Return Illinois Firefighters' Pension Investment Fund - Report Dated September 5, 2023	7.125%	6.50%
Private Actuary - Report Dated September 21, 2023	6.625%	6.625%
Actual Investment Return	(14.76)%	11.32%

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

Number of Active Members (as of 12/31/22)	104
---	-----

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 2023)	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	82	\$ 6,469,579
(ii) Disability Pension	26	\$ 1,652,027
(iii) Survivors and Child Benefits	32	\$ 1,443,102

**CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2022**

7. The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Firefighters' Pension Investment Fund - Report Dated September 5, 2023	65.2%	63.0%
Private Actuary - Report Dated September 21, 2023	56.2%	55.8%

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability: (as of 12/31/22)	
Illinois Firefighters' Pension Investment Fund - Report Dated September 5, 2023	\$ 51,979,583
Private Actuary - Report Dated September 21, 2023	\$ 81,159,003

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

**CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN**

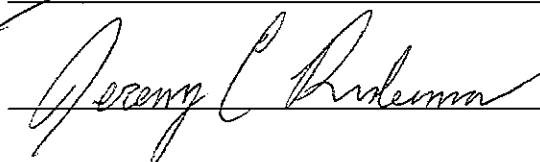
**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2022**

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.



President



Secretary

Dated: 11-1-23



INVESTMENT POLICY

Adopted by the FPIF Board of Trustees:

June 17, 2022

Table of Contents

I.	About.....	2
II.	Purpose of the Investment Policy.....	2
III.	Investment Objectives	2
IV.	Investment Philosophy	2
	A. Strategic Asset Allocation	3
	B. Performance Monitoring	3
V.	Risk Management.....	4
VI.	Other.....	5
	A. Statutory Requirements	5
	B. Diversity.....	5
	C. Procurement.....	5
	D. Corporate Governance	5
	E. Transition Management.....	6
	F. Reporting; Additional Information.....	6

I. About

The Illinois Firefighters' Pension Investment Fund ("FPIF"), including its Board of Trustees (the "Board") and staff members (the "Staff"), is responsible for managing, investing, and reinvesting the assets of the Participating Pension Funds created pursuant to Article 4 of the Illinois Pension Code (40 ILCS 5/4 *et seq.*) as set forth in Article 5/22C of the Illinois 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.

II. 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.

III. 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 Illinois 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.

IV. 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.

A. Strategic Asset Allocation

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 (5) 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.

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.

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.

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.

Asset Allocation	Interim Asset Allocation (%)	Long-Term Asset Allocation (%)	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

B. Performance Monitoring

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.

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.

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.

If performance or other matters dictate, investment managers may be added or removed from the Board’s Watch List at the Board’s discretion.

Each investment manager will provide performance reports and other updates related to its portfolio. Such reports should contain, at minimum: (i) performance versus the applicable benchmark(s), (ii) recent investments or commitments, and (iii) material organizational matters affecting such managers.

V. Risk Management

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.

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.

VI. Other

A. 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.

B. Diversity

FPIF's Diversity Policy seeks to increase access and opportunities for managers, brokers, and vendors 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 to FPIF's Diversity Policy.

C. 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.

D. 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 (the "Proxy Voting 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

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.

E. 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 ("legacy portfolio") and into another portfolio of marketable securities ("target portfolio"), 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.

F. 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.

Financial Management

DATE: 11/6/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Trustees of the Decatur Police Pension Plan

SUBJECT:
Municipal Compliance Report Police Pension Plan

SUMMARY RECOMMENDATION: The Police Pension Board certifies to the City Council on the condition of the Pension Plan at the end of its most recently completed fiscal year.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES:

Milliman, Inc.
Department of Insurance

BUDGET/TIME IMPLICATIONS: The recommendation from the Police Pension Board is used to create the tax levy and budget for the City's next calendar year.

ATTACHMENTS:

Description	Type
Informational Memorandum Communicating the Condition of the Police Pension Fund for the Year Ended December 31, 2022	Backup Material



CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA
62523

DECATUR, ILLINOIS

November 6, 2023

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, 2022

In accordance with State of Illinois Statute 40 ILCS 5/3-143 effective 08/14/2018, 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 6, 2023.

Regards,

A handwritten signature in blue ink, which appears to read "Ruby James".

Ruby James
City Treasurer & Chief Financial Officer

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, 2022**

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)	<u>\$ 122,227,332</u>
Actuarial Value of Assets (see item 8 for explanation)	<u>\$ 140,634,442</u>

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)	<u>\$ 1,229,608</u>
Estimated Receipts - All Other Sources (Valuation)	<u>N/A</u>
Investment Earnings	
Municipal Contributions (Valuation)	<u>\$ 7,071,056</u>

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 (2024 Projection)	<u>\$ 10,747,502</u>
(b) Annual Requirement of the Fund as Determined by: (2023 Projection)	
Illinois Police Officers' Pension Investment Fund	
- Report Dated August 28, 2023	<u>\$ 7,266,715</u>
Private Actuary - Report Dated September 21, 2023 (2024 Projection)	
(Entry Age Normal - Level Percent of Payroll)	<u>\$ 7,071,056</u>
Private Actuary - Report Dated September 21, 2023 (PA096-1495)	
(2024 Projection)	<u>\$ 6,769,724</u>

**CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2022**

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 (2022)	Preceding Fiscal Year (2021)
Net Income (Loss) Received from Investment of Assets (City Trial Balance)	\$ (16,715,742)	\$ 16,823,284
Assumed Investment Return Illinois Police Officers' Pension Investment Fund - Report Dated August 28, 2023	6.80%	6.50%
Private Actuary - Report Dated September 21, 2023	7.125%	7.125%
Actual Investment Return	(11.84)%	13.24%

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

Number of Active Members (as of 12/31/22)	133
---	-----

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 2023)	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	129	\$ 8,903,214
(ii) Disability Pension	7	\$ 315,450
(iii) Survivors and Child Benefits	37	\$ 1,390,837

**CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2022**

7. The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Police Officers' Pension Investment Fund - Report Dated August 28, 2023	62.5%	62.0%
Private Actuary - Report Dated September 21, 2023	63.0%	64.4%

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability: (as of 12/31/22)	
Illinois Police Officers' Pension Investment Fund - Report Dated August 28, 2023	\$ 80,026,442
Private Actuary - Report Dated September 21, 2023	\$ 82,451,112

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.

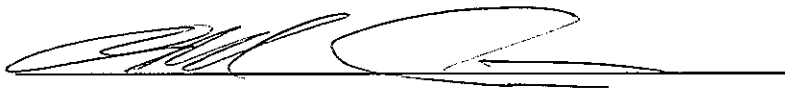
Investment Policy - See Attached

**CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2022**

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



Secretary

Dated: 11/1/2023

**ILLINOIS POLICE OFFICERS'
PENSION INVESTMENT FUND**

**INVESTMENT POLICY
STATEMENT**

Policy Number: PP-2021-08

Adopted December 17, 2021

Last Revised April 14, 2023

TABLE OF CONTENTS

I.	BACKGROUND AND PURPOSE	1
II.	INVESTMENT OBJECTIVES	1
III.	INVESTMENT PHILOSOPHY	1
IV.	ROLES AND RESPONSIBILITIES	2
A.	<i>FIDUCIARY RESPONSIBILITY</i>	2
B.	<i>THE BOARD OF TRUSTEES</i>	3
C.	<i>CHIEF INVESTMENT OFFICER</i>	3
D.	<i>INVESTMENT CONSULTANT</i>	4
E.	<i>CUSTODIAN</i>	4
F.	<i>INVESTMENT ADVISORS/MANAGERS</i>	5
G.	<i>SECURITIES LENDING PROVIDER</i>	6
V.	INVESTMENT STRUCTURE	6
A.	<i>ASSET CATEGORIES AND CLASSES</i>	6
B.	<i>ASSET ALLOCATION</i>	6
C.	<i>INVESTMENT MANAGER STRUCTURE</i>	7
D.	<i>REBALANCING POLICY</i>	7
E.	<i>TRANSITION MANAGEMENT</i>	7
F.	<i>PERFORMANCE BENCHMARKS</i>	8
VI.	INVESTMENT MANAGER SELECTION, MONITORING, AND EVALUATION	8
A.	<i>INVESTMENT MANAGER SELECTION</i>	8
B.	<i>MANAGER MONITORING AND EVALUATION</i>	8
VII.	PROXY VOTING POLICY	9
VIII.	POLICIES INCORPORATED BY REFERENCE	9
IX.	POLICY ADOPTION	10
	Appendix A1 – ASSET CLASS DESCRIPTIONS	11
A.	<i>Growth Assets</i>	11
B.	<i>Income Assets</i>	12
C.	<i>Inflation Protection (Real Assets)</i>	12

<i>D. Risk Mitigation</i>	13
Appendix A2 – ASSET ALLOCATION	14
Appendix A3 – PERFORMANCE BENCHMARKS	15
Appendix B1 – MWDBE INVESTMENT MANAGER UTILIZATION POLICY	16
<i>A. Definitions</i>	17
<i>B. Emerging Manager Goals</i>	17
<i>C. MWDBE Manager Goals</i>	17
<i>F. Review Requirement</i>	18
Appendix B2 – MINORITY BROKER-DEALER POLICY	19
<i>A. Definitions</i>	19
<i>B. Goal</i>	19
<i>C. Best Execution Required</i>	19
<i>D. Manager Reporting</i>	19
<i>E. Review Requirement</i>	19
Appendix B3 – FIDUCIARY DIVERSITY POLICY	20
Appendix B4 – BUSINESSES DIVERSITY POLICY	20
Appendix B5 – ECONOMIC OPPORTUNITY	20
Appendix B6 – SUSTAINABLE INVESTING	21

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 PHILOSOPHY

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 across different asset classes, regions and risk factors reduces risk and increases risk-adjusted returns over the long-term.
 - c. Leverage can be an effective tool to enhance diversification and control risk.

- d. Uncompensated risk should be minimized.
- e. Generating positive investment returns 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 RESPONSIBILITY

- 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), the members of which are fiduciaries to the Fund, 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 a fiduciary to the Fund and 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 is a fiduciary to the Fund and 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 cost and uncompensated risk.
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 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

AR-2022-01 Valuation and Cost Rule

PP-2022-01 Cash Management Policy

IX. POLICY ADOPTION

The Investment Policy was originally adopted by the IPOPIF Board of Trustees on December 17, 2021. The dates of subsequent review and adoption shall be recorded below.

October 14, 2022 – reviewed and adopted

February 2, 2023 – reviewed and adopted

April 14, 2023 – updated short-term asset allocation

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 of public equities as stocks can be traded daily. Illiquidity is a key risk factor for private equity.
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 developed market equities 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 companies** historically experiencing higher returns and volatility. Active management has fared better in the small company environment, where information is typically evaluated by 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:
 - a. Income assets are subject to 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.
 - b. Income assets are also 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.

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, and other specialty property types, as well as 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** 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 Target Allocation
	Target Allocation	Rebalancing Range			
Asset Classes		Band	Lower	Upper	
Growth	58.0%	10.0%	53.0%	63.0%	65.0%
US Large	23.0%	4.0%	21.0%	25.0%	23.0%
US Small	5.0%	2.0%	4.0%	6.0%	5.0%
International Developed	18.0%	4.0%	16.0%	20.0%	18.0%
International Developed Small	5.0%	2.0%	4.0%	6.0%	5.0%
Emerging Markets	7.0%	2.0%	6.0%	8.0%	7.0%
Private Equity (Direct)	0.0%	N/A	N/A	N/A	7.0%
Income	16.0%	4.0%	14.0%	18.0%	14.0%
Bank Loans	0.0%	N/A	N/A	N/A	3.0%
High Yield Corp. Credit	10.0%	2.0%	9.0%	11.0%	3.0%
Emerging Market Debt	6.0%	2.0%	5.0%	7.0%	3.0%
Private Credit	0.0%	N/A	N/A	N/A	5.0%
Inflation Protection	9.0%	4.0%	7.0%	11.0%	11.0%
US TIPS	3.0%	2.0%	2.0%	4.0%	3.0%
REITs	4.0%	2.0%	3.0%	5.0%	0.0%
Real Estate/Infrastructure	2.0%	N/A	N/A	N/A	8.0%
Risk Mitigation	17.0%	8.0%	13.0%	21.0%	10.0%
Cash	1.0%	2.0%	0.0%	2.0%	1.0%
Short-Term Gov't/Credit	13.0%	4.0%	11.0%	15.0%	3.0%
US Treasury	0.0%	N/A	N/A	N/A	3.0%
Core Fixed Income	3.0%	2.0%	2.0%	4.0%	0.0%
Core Plus Fixed Income	0.0%	N/A	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.

Policy Benchmark – Short-Term Allocation

Asset Class	Policy Benchmark	Weight
Cash	91 day T-Bills	1.0%
Short-Term Bonds	Bloomberg US Gov/Credit 1-3 year	13.0%
Core Bonds	Bloomberg US Aggregate	3.0%
US TIPS	Bloomberg US TIPS 0-5 Years	3.0%
US Treasury	Bloomberg US Treasury 7-10 Years	0.0% ¹
Bank Loans	Credit Suisse Leveraged Loan	0.0% ¹
High Yield Debt	Bloomberg US Corporate High Yield	10.0%
Emerging Markets Debt	JPM EMBI Global Diversified	6.0%
Private Credit	Actual Returns	0.0% ¹
US Large Cap Equity	Russell 1000	23.0%
US Small Cap Equity	Russell 2000	5.0%
Developed Int'l Equity	MSCI World ex-US Net ²	18.0%
Developed Int'l Small Cap Equity	MSCI World ex-US Small Cap Net ²	5.0%
Emerging Markets Equity	MSCI Emerging Markets Net ²	7.0%
Private Equity	Actual Returns	0.0% ¹
REITs	Wilshire US REIT	4.0%
Core Real Estate	NFI-ODCE equal-weight	2.0%
Private Real Estate / Infrastructure	Actual Returns	0.0% ¹
Total		100.0%

¹US Treasury, Bank Loans, and Private Markets Investments each have long-term allocation weights and are included in the Policy Benchmark table for reference.

² Net: Total Net Return including dividends and net of withholding taxes

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%

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 other evidence, including certification by another state or a city.

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 B1 of 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.

Appendix B6 – SUSTAINABLE INVESTING

Pursuant to Sections 1-113.6 and 1-113.17 of the Illinois Pension Code, in evaluating investment decisions, the Fund will consider material, relevant, and decision-useful sustainability factors, within the bounds of financial and fiduciary prudence, as provided for under the Illinois Sustainable Investing Act, 30 ILCS 238/1, *et seq.*, which include but are not limited to:

- Corporate governance and leadership factors, such as the independence of boards and auditors, the expertise and competence of corporate boards and executives, systemic risk management practices, executive compensation structures, transparency and reporting, leadership diversity, regulatory and legal compliance, shareholder rights, and ethical conduct.
- Environmental factors that may have an adverse or positive financial impact on investment performance, such as greenhouse gas emissions, air quality, energy management, water and wastewater management, waste and hazardous materials management, and ecological impacts.
- Social capital factors that impact relationships with key outside parties, such as customers, local communities, the public, and the government, which may impact investment performance. Social capital factors include human rights, customer welfare, customer privacy, data security, access and affordability, selling practices and product labeling, community reinvestment, and community relations.
- Human capital factors that recognize that the workforce is an important asset to delivering long-term value, including factors such as labor practices, responsible contractor and responsible bidder policies, employee health and safety, employee engagement, diversity and inclusion, and incentives and compensation.
- Business model and innovation factors that reflect an ability to plan and forecast opportunities and risks, and whether a company can create long-term shareholder value, including factors such as supply chain management, materials sourcing and efficiency, business model resilience, product design and life cycle management, and physical impacts of climate change.

The Board of Trustees shall review this Policy annually.