



Monday, November 1, 2021
5:30 PM
City Council Chambers

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 8, 2021 Goal Setting Session

Approval of Minutes of October 18, 2021 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 2022
2. Resolution Authorizing the City Manager or Designee to Purchase Traffic Control Materials or Services for Detoured Traffic During the Improvement of Brush College Road Over Fairies Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33
3. Resolution to Appropriate Rebuild Illinois Funds for the Replacement of the Meadowlark Bridge over the Caterpillar Ditch by the Municipality Under the Illinois Highway Code Section No. 20-00002-00-BR City Project 2020-02
4. Resolution Authorizing Amendment No. 2 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan City Project 2019-38
5. Resolution Authorizing the Execution of an Agreement for the Workforce Development Systems Assessment, Strategy and Implementation Project
6. Resolution Authorizing the Execution of Agreements for Demolition of Four (4) Vacant Buildings with Parkland Environmental Group, Inc. for 1449 N. Church, 239 N. East, 1228 E. Leafland and 1768 E. Main

7. Resolution Authorizing Action Regarding Unsafe Structures
8. Resolution Authorizing City Manager to Enter Into a Professional Services Agreement with Blank, Wesselink, Cook & Associates, Inc. for Design and Construction Oversight Services for Transit Facilities HVAC Replacement Project
9. Resolution Authorizing the Expenditure of Funds to Purchase and Expand Data Storage for the Police Department Body Worn Camera Project from Presidio Networked Solutions Group
10. Resolution Approving Appointment - Police Pension Fund Board of Trustees

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section 2 (c) (2) collective negotiating matters between the public body and its employees or their representatives and Section 2 (c) (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

VIII. Adjournment

SUBJECT: Approval of Minutes of October 8, 2021 Goal Setting Session

ATTACHMENTS:

Description

Type

Council Minutes of October 8, 2021

Backup Material

CITY COUNCIL MINUTES

Friday, October 8, 2021

On Friday, October 8, 2021, the City Council of the City of Decatur, Illinois, met for a Goal Setting Retreat at 8:00 a.m., at the Decatur Club, 158 West Prairie Avenue, Decatur, Illinois.

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

City Manager Scot Wrighton and Facilitator, Mr. Mark Peterson with GovHR attended the meeting as well.

Mayor Moore Wolfe commenced the goal setting retreat with opening remarks.

Mr. Peterson continued with the discussion outline and overview of the goal setting process.

Council discussed current priority goals and suggested modifications to the goal objectives.

Council took a break from 10:00 a.m. to 10:15 a.m.

Council continued their discussion with proposed new priority goals and the determination of final priority goals.

At the conclusion of the discussion, Mayor Moore Wolfe made a motion to recess to lunch at 12:15 p.m.

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

Council members Chuck Kuhle, Ed Culp, Bill Faber, Lisa Gregory and David Horn exited before lunch began.

With no quorum, the meeting was effectively adjourned at 12:35 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of October 18, 2021 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of October 18, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, October 18, 2021

On Monday, October 18, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Jim Taylor, Sandra Lindberg and Abeer Motan.

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

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the October 4, 2021, Regular 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 David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

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

R2021-190 Resolution Authorizing Accepting the 2021-2022 Step Grant Awarded to the Decatur Police Department by the Illinois Department of Transportation, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Interim Police Chief Shane Brandel gave a brief overview of the Resolution and answered questions from Council regarding uses for the grant.

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

R2021-191 Resolution Authorizing Installation of Eighteen (18) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency

Vehicle Preemption Systems, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Interim Police Chief Shane Brandel gave a brief overview of the Resolution.

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

R2021-192 Resolution Authorizing Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave a brief overview of the Resolution and answered questions from Council regarding the availability of the results from the first year.

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

R2021-193 Resolution Authorizing Crop Share Lease with Steve Bell for Exterior of the Oakley Sediment Basin, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the following two farm lease Resolutions.

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

R2021-194 Resolution Authorizing Cash Rent Farm Lease with Craig Hill for Dewitt County Water Wellfield, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton answered questions from Council regarding whether alternate uses for the land have been explored.

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

Mayor Moore Wolfe called for Consent Calendar Items A. through C. and asked if any Council wished to remove an item from the Consent Agenda. No Council member wished to remove an item from the Consent Calendar. The Clerk read items A. through C.:

Item A. R2021-195 Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority)

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

Item C. R2021-196 Resolution Regarding Halloween Trick or Treat Hours

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

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

Council held a discussion regarding the decision by Council in 2019 to opt out of allowing recreational sales of cannabis and whether to bring this item back for a vote at an upcoming Council meeting. The consensus of Council indicated that they did not want to bring this item back to Council for consideration.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:25 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 10/14/2021

MEMO: Finance Department

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2022

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Resolution	Resolution Letter
BCBS ASO Proposal	Backup Material

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: October 14, 2021

TO: Honorable Mayor Moore Wolfe
City Council

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

SUBJECT: Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar 2022

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, 2022 to December 31, 2022.

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 2021	Proposed 2022	% Change
Illinois access fee	1.57%	1.57%	0.0%
Administration fee	\$ 59.90	\$ 59.60	(0.5)%
Rx rebate credit	(\$ 95.10)	(\$ 70.47)	(25.9)%
Medical rebate credit	\$ 0.00	\$ (2.50)	---%
Additional services	\$ 2.52	\$ 2.52	0.0%
Net administration fee	(\$ 32.68)	(\$ 10.85)	---%
Stop loss	\$ 111.04	\$ 124.33	12.0%
Fixed cost per month	\$ 80.45	\$ 116.50	44.8%
Projected cost	\$ 526,000	\$ 753,000	43.0%

The proposed 2022 fixed cost fees quoted by BlueCross BlueShield have increased in the aggregate versus the current 2021 fixed cost fees.

The Rx rebate credit reduction is the result of plan incurrence of a lower preponderance of higher priced Rx prescriptions, resulting in the decreased credit. This translates to a lower predicted Rx prescription claim expense.

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

The aggregate increase in projected fixed cost expense is the result of the increased experience of excessive healthcare claims surpassing the annual stop loss level.

Healthcare expenses of the city have increased in 2021 primarily due to the after effect of the pandemic, where in 2020 with the close-down of non-emergent medical services, certain non-emergent medical procedures were deferred. This has translated to an increase in such services in 2021.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

First Mid Bank / JL Hubbard Insurance and Bonds, Rick Semonis, Broker and Advisor to the City for Employee Benefit matters

STAFF REFERENCES:

Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Included in the budget to be presented to Council for deliberation and approval.

RESOLUTION NO. R2021 - _____

**RESOLUTION AUTHORIZING AGREEMENT WITH
BLUECROSS BLUESHIELD OF ILLINOIS
FOR ADMINISTRATION
OF THE CITY GROUP HEALTH BENEFIT PLAN
FOR CALENDAR YEAR 2022**

**NOW THEREFORE, 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 & Director of Finance / Risk Management to execute renewal on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED THIS 1st day of November 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

City Of Decatur

ASO Projection
for the period
January 1, 2022 - December 31, 2022

1/1/2022 ASO Medical Renewal

Presented by:

Holly Little

Proprietary and Confidential Information of BCBSIL

Not for use or disclosure outside BCBSIL, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSIL.

Accepted by: City of Decatur, Illinois

Date: November 1, 2021

City Office of Risk Management



BlueCross BlueShield
of Illinois

City Of Decatur

ASO Projection
January 1, 2022 - December 31, 2022
1/1/2022 ASO Medical Renewal

Affordable Care Act (ACA) Disclaimer

If your existing group health plan or group health insurance coverage (each "plan") was in effect on March 23, 2010, it may be a "grandfathered health plan" as that term is "defined in the Affordable Care Act and related regulations."

Federal regulations have been published regarding the maintenance and loss of grandfathered health plan status. We encourage you to confer with your own legal counsel to determine what benefit changes or other events may cause the loss of grandfathered health plan status and to evaluate the benefit options that are most suitable for you.

The following proposed benefit programs are not considered "grandfathered health plans".

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City Of Decatur

ASO Projection
for the period
January 1, 2022 - December 31, 2022
1/1/2022 ASO Medical Renewal

FEE COMPARISON (BY PRODUCT)

Renewal	Current	PPO Renewal	Change	
Projected Enrollment	545	539	-1.1%	
Single		183		
Family		356		
Illinois Access Fee	1.57%	1.57%	0.0%	
Administration Fee**	\$59.90	\$59.60	-0.5%	
Prescription Drug Rebate Credit	(\$95.10)	(\$70.47)	-25.9%	
Medical Rebate Credit	\$0.00	(\$2.50)	--	
Additional Services PCPM Fees	\$2.52	\$2.52	0.0%	
Net Administration Fee PCPM	(\$32.68)	(\$10.85)		
Individual Stop Loss \$200,000 Deductible	\$111.04	\$128.61	15.80%	\$124.33
Aggregate Stop Loss 125% Attachment Factor	\$13,698	\$17,037		
Total Fixed Costs PCPM	\$80.45	\$120.39	49.6%	
Projected Average Claim Value PCPM	\$1,377.71	\$1,549.52	12.5%	
Projected Aggregate Claim Factor PCPM	\$1,722.14	\$1,936.90	12.5%	
Total Projected Costs PCPM	\$1,458.16	\$1,669.91	14.5%	

**If a third party stoploss carrier is selected, a Third-Party Stop Loss Carrier fee of \$0.50 pcpm will apply.*

***Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.*

BCBSIL is actively developing new solutions and processes to help you comply with the Transparency in Coverage Rule and the Consolidated Appropriations Act, including the No Surprises Act. We are developing these solutions so you can adapt to these new laws and to demonstrate our commitment to you and our members. As your recent renewal noted, our services and fees may change based on new laws or regulations that are enacted or may become effective. While our analysis related to the implementation of the legislation is still under evaluation, we anticipate these new laws and rules will impose some associated costs on your plan. We expect to have information about specific pricing later this summer and we will communicate as soon as we can.

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City Of Decatur
ASO Projection
January 1, 2022 - December 31, 2022
1/1/2022 ASO Medical Renewal

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSIL also reserves the right to change the administrative fees it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

The total annual Stop Loss premiums and ACV factors are based upon the total projected enrollment and contract distribution as indicated on this exhibit. Significant changes in the above stated enrollment and contract distribution will require a review and adjustment of the fees and factors.

This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

The Individual Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

The Aggregate Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

Paid Claims subject to Aggregate Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

HCSC reserves the right to adjust the Aggregate Claim Liability if one or more of the following occurs within the coverage period:

- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

The Minimum Aggregate Point of Attachment was calculated as 90% of the Aggregate Claim Liability per contract per month multiplied by the projected cumulative contracts for the period.

Aggregate Stop Loss premium is payable annually and is due by the first day of the policy period.

Individual Stop Loss premiums are payable on the first day of each month.

Any amount in excess of the Individual Stop Loss deductible will not be included in the Aggregate Stop Loss Settlement.

HCSC's pharmacy benefit manager, PRIME Therapeutics (PBM), holds rebate contracts with pharmaceutical manufacturers. Unless otherwise agreed by the parties, HCSC may, in some circumstances, provide the Employer with a Rebate Credit, but such Rebate Credit may not equal the entire amount of the rebates provided to HCSC by the PBM.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit under the pharmacy benefit.

HCSC's current estimate of the rebates it will receive from the PBM, for drugs covered under the pharmacy benefit, for the employer's covered members, is approximately \$33.53 per script.

The PEPM Medical Rebate Credit is subject to change as HCSC will review the PEPM credit offer for each subsequent renewal.

The Administrative charge includes a network access fee for employees residing in HCSC service areas (IL, MT, OK, NM, TX). Claims incurred outside HCSC service areas through the BlueCard program may be assessed a BlueCard access fee of no more than 3.79% of the discount applied, not to exceed \$2,000 per claim. An estimate of this access fee is included in our projected claim figures.

Proprietary and Confidential Information of BCBSIL
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companies and third-party representatives, except with written permission of BCBSIL.

City Of Decatur

ASO Projection
January 1, 2022 - December 31, 2022
1/1/2022 ASO Medical Renewal

CONDITIONS AND CAVEATS

This quote is contingent upon the account signing new contract documents in a timely manner. If not signed, then HCSC may withdraw and/or revise the quote.

Pharmacy Rebate Credit includes estimate of rebates for all categories of drugs, including specialty drugs, based on our book of business.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Lock-In requirements for all stop loss proposals and renewals as follows:

-Stop Loss quotes/renewals released 10 or more months prior to effective date:

- All such offers are illustrative and cannot be locked in. See note below.

-Stop Loss quotes/renewals released 4 to 9 months prior to effective date:

- Can be locked in (via written acceptance) up to 45 calendar days after quote is released.
- After 45 calendar days without written acceptance, those offers become illustrative. See note below.

-Stop Loss quotes/renewals released within 3 months prior to effective date:

- Can be locked in at any time prior to effective date. (Stop Loss cannot be purchased after the policy period begins.)

Note: For quotes/renewals that are illustrative or otherwise not locked in, HCSC will require/review updated claim data which is within 120 days of the quoted effective date. A revised and final stop loss quote/renewal will be issued at that time.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSIL retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Monthly claim funding.

Quote includes Advanced Payment Review (APR) Savings Program, where HCSC retains 25% of claims savings as payment for claims review services rendered. The client retains the remainder of savings. Prepay Service Line Reviews (SLRs) cannot be performed on claims incurred through IL providers.

This quote assumes Prime Therapeutics (PBM) Basic drug list and Traditional Select network.

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companies and third-party representatives, except with written permission of BCBSIL.

Public Works

DATE: 10/20/2021

MEMO: 2021-80

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing the City Manager or Designee to Purchase Traffic Control Materials or Services for Detoured Traffic During the Improvement of Brush College Road Over Faries Parkway and the Norfolk Southern Railroad Tracks. City Project 2009-33

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the City Manager or designee to purchase traffic control materials or services to regulate or manage detoured traffic during the Brush College Grade Separation project. The authorization is not to exceed \$100,000 in Local Motor Fuel Tax funds and will expire December 31, 2024.

BACKGROUND:

ADM will be significantly impacted during the Brush College Road Grade Separation project and the City has worked closely with them during the planning and design process. Although actual construction times will not be known until a contractor is on board and has provided a schedule for construction, Brush College Road south of Faries Parkway is expected to be closed much of 2022. The closure north of Faries Parkway will possibly occur in late 2022, through 2023 and into 2024. The overall project is estimated to last about 30 months.

Over the years, the City has closed Brush College Road south of Faries Parkway for various construction and maintenance projects without significantly impacting area traffic enough to require temporary traffic signals and other special traffic control. Public Works staff has been reviewing detour routes with ADM and they have provided the City with traffic data which is being used to review the route. Much of ADM's grain truck traffic will use 22nd Street at various times which will significantly increase traffic at 21st/Garfield and 23rd/Garfield which serve as the access ramps for 22nd Street.

The Public Works Department is reviewing options for possible temporary traffic signal installation at one or both of the two Garfield intersections. Other traffic issues may arise during the work that need to be resolved quickly. The proposed authorization is aimed at providing needed flexibility in securing the necessary services or materials to quickly respond to traffic needs during the project. Local MFT funding

is proposed as its use does not require detailed designs, review times, complex bidding processes or State and Federal authorizations.

Project Update

- 1. The Legal Department has agreed with the Norfolk Southern on the language for a Construction and Maintenance Agreement. It is planned that this agreement will be brought before the Council in November in order to make a planned January 2022 project letting.
- 2. The Illinois Commerce Commission has issued a draft order which is still under review by the railroads. Once all items are approved, the Commission will set a hearing date for the final order. Once the Commission issues the final order, it will be presented to the City Council.
- 3. The Governor signed Quick Take authority for the City to acquire the 3 remaining properties needed for the project. This has been filed with the court and a hearing is schedule in November.
- 4. It is expected that a Joint Agreement with IDOT will be brought before the City Council in November to approve the project funding for the bidding to proceed toward a January 2022 letting.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:
SCHEDULE: DESIGN AND CONSTRUCTION:

Construction is planned to begin in 2022.

Budget Impact: It is proposed to use Local Motor Fuel Tax funding to provide the maximum flexibility in purchasing traffic control materials and services if and when needed. This work will not be on the project corridor so will not be eligible for State or Federal reimbursement. Funding is proposed at \$100,000.

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

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement for the Installation of Temporary Traffic Control During the Improvement of Brush College Road City Project 2009-33	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT FOR THE INSTALLATION OF
TEMPORARY TRAFFIC CONTROL DURING THE IMPROVEMENT OF BRUSH
COLLEGE ROAD
CITY PROJECT 2009-33**

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

Section 1. That the City Manager, or authorized designee, is authorized to enter into an agreement for traffic control materials and services as deemed necessary to regulate and manage the detour of traffic during the Brush College Road Grade Separation Project;

Section 2. That there is hereby authorized the expenditure of not to exceed \$100,000 of Local Motor Fuel Tax funds for the purpose of the temporary installation of traffic control.

Section 3. That this authorization will expire December 31, 2024.

PRESENTED and ADOPTED this 1st day of November 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

APPENDIX A

PRIOR COUNCIL ACTION:

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

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

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

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

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

Public Works

DATE: 10/26/2021

MEMO: 2021-82

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

**Resolution to Appropriate Rebuild Illinois Funds for the Replacement of the Meadowlark Bridge over the Caterpillar Ditch by the Municipality under the Illinois Highway Code.
City Project 2020-02 Section No. 20-00002-00-BR**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to appropriating \$410,000 in Rebuild Illinois (RBI) funds to replace Meadowlark Bridge over the Caterpillar Ditch, City Project 2020-02.

BACKGROUND:

Rebuild Illinois Funding

On June 28, 2019, Governor Pritzker signed the REBUILD ILLINOIS Capital Plan to fund transportation projects and improvements. Funds from this plan have been allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City is to receive 6 tranches of \$836,123.22 each over a three year period which began in 2020. In all, the City should receive \$5,016,739.32 in Rebuild Illinois Bond Funds to use on bondable transportation related projects in the City. All projects need to be authorized by July 1, 2025.

During the Capital Plan discussion with the City Council held on November 16, 2020, the following projects were recommended to be paid with Rebuild Illinois funds:

Project	Estimated Cost	Project Status
Center Street Bridge Replacement	\$330,000	Currently under construction
Country Club – Remove and replace pavement on the north section of Country Club Road and Airport Road.	\$1,800,000	Currently under Construction

Meadowlark Bridge Replacement	\$410,000	Current Project
Garfield over 22nd St. Bridge Improvement	\$1,200,000	Set to begin design work early 2022
Grove Road Bridge Replacement	\$1,400,000	Set to begin design work early 2022
RBI Fund Running Total	\$5,140,000	
Maximum Funding Available	\$5,016,739.32	

As with State Motor Fuel Tax Funds, the City is required to adopt a resolution specifying the allocation of RBI funds to their intended projects. IDOT must receive an appropriation resolution from the City before they will approve the project for bidding.

Meadowlark Bridge Replacement

The Meadowlark Bridge over the Caterpillar Ditch was constructed in 1962 with precast prestressed concrete deck beams. Routine inspections have tracked the steady decline of the bridge's condition but in 2019 the City discovered additional deterioration requiring removal of all vehicle loads from the east edge of the bridge. A subsequent inspection in 2021 the City found additional deterioration that reduced the bridge to one lane. Attachment A provides a photo log from the 2021 inspection.

In March of 2020, the City entered into a professional services agreement with Clark Dietz to provide final design services for the replacement of the bridge using Rebuild Illinois (RBI) Funds. The use of RBI Funds requires the City to meet the requirements of the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax Funds. Within the requirements, an environmental review by IDOT staff is preformed prior to approval for bid. The City requested the review in October of 2020, expecting to be completed early spring of 2021, but due to IDOT staff availability and increase number of projects withing the state, the environmental review was not approved until October of 2021.

This resolution appropriates \$410,000 for the replacement of the Meadowlark Bridge with a box culvert. The new box culvert will not be required to be on the national bridge inventory list. The work will include the replacement of the pavement, rip rap, connection of the existing storm sewer system to the new box culvert, and restoration.

The replacement will require full closure of Meadowlark at the Caterpillar Ditch. It is anticipated for the closure to last 60 days once the work starts in spring. The neighborhood impact is expected to be minimal as the north and south sections of the neighborhood both have two ingress/egress points.

The project will not affect the occasional flooding issues seen in the Meadowlark Subdivision which is discussed in the 2009 Stormwater Master Plan. The Meadowlark Bridge is not a hydraulic restriction that increases or decreases the flooding.

PRIOR COUNCIL ACTION:

June 20, 2016 – The City Council was given a memorandum detailing the condition and status of the

City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges that were known to City staff as having structural concerns. The following bridges were identified, including the Meadowlark Bridge over Caterpillar Ditch.

- Mound Road / Spring Creek (East) Bridge (Deck Replaced 2018)

- Mound Road / Spring Creek (West) Bridge (Deck Replaced 2019)

- Mound Road / Spring Creek (Middle) Bridge (Deck Replaced 2019)

- Center Street / Stevens Creek Bridge (Bridge Replacement is nearing completion)

- Meadowlark Bridge (A Bridge Replacement Design Services agreement was awarded to Clark Dietz)

- Taylor Road Bridge (Bridge Replaced in 2020)

- Grove Road Bridge (City staff is negotiating a scope of services for this bridge improvement)

- Garfield Avenue Bridge / Illinois Central Railroad Yard

- Garfield Avenue / 22nd Street Bridge (City staff is negotiating a scope of services for this bridge improvement)

- Country Club / Lake Decatur Bridge

October 11, 2019 – The City Council was provided a memorandum detailing the updated condition of the Meadowlark Bridge, requiring the removal of vehicular traffic from the east side of the bridge.

March 20, 2020 – City Council approved Resolution R2020-48, authorizing a professional Engineering Services to perform final design of the Meadowlark Bridge Replacement.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Clark Dietz, Inc.

LEGAL REVIEW: Legal review of State Fund appropriations is not required.

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

BUDGET/TIME IMPLICATIONS:

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

SCHEDULE:

The project will be advertised on October 27, 2021, with bids opened on November 18, 2021. The contract is expected to be presented for award on December 6, 2021, Council meeting.

ATTACHMENTS:

Description	Type
Resolution To Appropriate Rebuild Illinois Funds For The Replacement Of The Meadowlark Bridge Over The Caterpillar Ditch By The Municipality Under The Illinois Highway Code City Project 2020-02 Section No. 20-00002-00-BR	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE REBUILD ILLINOIS FUNDS
FOR THE REPLACEMENT OF THE MEADOWLARK BRIDGE OVER THE
CATERPILLAR DITCH BY THE MUNICIPALITY UNDER THE ILLINOIS
HIGHWAY CODE
CITY PROJECT 2020-02
SECTION NO. 20-00002-00-BR**

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

Section 1. That there is hereby appropriated the sum of \$410,000.00 of Rebuild Illinois funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the Meadowlark Bridge Replacement Project, are eligible for Rebuild Illinois funds and shall be designated as Section 20-00002-00-BR.

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

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 1st day of November 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

20-00002-00-BR

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Decatur

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Meadowlark Bridge	058-6022		Near Whippoorwill	Caterpillar Ditch

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Removal of the Meadowlark Bridge and replacement with a double 9'x8' box culvert

2. That there is hereby appropriated the sum of Four Hundred and Ten Thousand Dollars and 00/100

Dollars (\$410,000.00) for the improvement of

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

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

I, Kim Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on November 1, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--

Public Works

DATE: 10/25/2021

MEMO: 2021-81

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing Amendment No. 2 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan City Project 2019-38.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to Amendment No. 2 for Professional Engineering Services Agreement with Northwater Consulting for Phase 3 of the Lake Decatur Watershed Management Plan for a cost not to exceed \$465,183.47.

BACKGROUND:

The Lake Decatur Watershed Management Plan (Plan) is one component of the City Council's Priority Goal #6. The planning and implementation of a comprehensive strategy for a large watershed the size of Lake Decatur's takes a significant amount of time and resources. There are numerous steps to complete in order to determine future actions, including whether multiyear watershed improvement funding grants are awarded, and when each grant's funds actually become available. This unpredictability makes it advisable to continue the Plan as originally outlined in 4+ phases over 5+ years with flexible tasks. Phase 2 is nearly complete.

Since Northwater Consulting was hired in February 2020, major tasks that have been accomplished include:

1. Stakeholder Engagement & Audit – Formally engaged with stakeholders to initiate the watershed planning process and begin executing the project on-the-ground. Over 70 private and public partners have either committed financially or pledged to support the USDA Regional Conservation Partnership Program (RCPP) grant application described below. A selection of partners have made investments in the watershed without RCPP funds.
2. Data Mining & Initial Watershed Characterization – Determined a preliminary understanding of the watershed and identified important data gaps.
3. Monitoring Strategy & Plan – Designed a monitoring plan to estimate the input of sediment and

nitrogen into Lake Decatur.

4. Monitoring Setup & Commissioning – This task is 95% complete. The cost can be used as a dollar for dollar cost share match for watershed improvement grant applications.
5. Regular Monitoring – Trained City staff on lake monitoring. Five months of monitoring, data management and analysis have been completed. Conducted five months of baseline “edge-of-field” monitoring at DeWitt wellfield site. Installed bank pins at Lake Decatur Bluffs eroding ditch site and measured twice. Oversaw and managed Illinois State Water Survey and others to conduct regular weekly monitoring throughout the watershed.
6. Nine Element Watershed Plan and Section 319 Application for Bluffs Watershed – This task is 99% complete and the recommendations are being included in a 2021 IEPA Section 319 Nonpoint Source Pollution Control (Section 319) grant application under Northwater’s Phase 2 amendment. Nine Element Plans are highly detailed and mandatory to apply for state and federal watershed improvement grant funding. The plan is available for City Council members to review. It is currently under review by watershed stakeholders and the IEPA.
7. Grant Applications – Prepared three watershed improvement grant applications. A 2020 Section 319 grant application was submitted with the potential for up to \$150,000 in state funding. It is anticipated that the City will be awarded this grant. A 2020 RCPP grant application was also submitted however the City did not receive a grant award. The RCPP grant application is being improved and resubmitted in late 2021. A 2021 Section 319 grant is being submitted under Phase 2 and is noted above.
8. Five Year Strategy – Developed a near term strategy for the City and relevant watershed partners. This was presented to the City Council in May. A copy is attached for reference.
9. City Property Assessment and Planning – Assisted with Oakley dredged sediment storage basin management, assessment of City controlled properties for water quality improvements, and developed draft guidelines and by-laws for lakeshore properties and potential transactions of same.

Major ongoing tasks include:

1. Application for a 2021 RCPP grant with the potential for up to \$10,000,000 in federal funding and application for a 2021 Section 319 grant. If awarded, the RCPP will provide substantial conservation practice funding for agricultural land in the watershed, beginning in the Lake Decatur Bluffs watershed and moving upstream in accordance with watershed plan sequencing described in the Long-Term Strategy. Section 319 funds are used to offset Nine Element planning costs and cover recommended structural practices. Typically, this grant program will fund projects ineligible under programs such as the RCPP. The City expects to receive Section 319 funds applied for in 2020.
2. Advancement of Special Projects and Initiatives – Services for water quality improvement items that may or may not qualify for grant leveraging/funding opportunities and directly benefit the City.
3. Advancement of significant infrastructure projects - Services to engage partners, permitting agencies, and funding sources to install a series of large water treatment practices. This includes anchored floating wetlands in the lake, large-scale wetland development on City-owned property adjacent to the lake and re-connecting streams to their natural floodplains.
4. Monitoring Program – Continue water quality and sediment monitoring in the Lake Decatur watershed and the lake itself and develop and maintain a robust database.
5. General Consulting – As needed during the next 12 months.

Attachment 1 is a map identifying sites targeted for water quality improvements in the 2020 Section 319

grant application.

Attachment 2 is a map identifying sites targeted for water quality improvements in the 2021 Section 319 grant application.

Attachment 3 is a map identifying high priority sites targeted for water quality improvements on City owned property and are within the Lake Decatur Bluffs Nine Element plan. These practices can begin in a short timeframe with grant funding (if available) or City Water Capital funds.

Attachment 4 is a map showing annual sediment loading to Lake Decatur. Areas of high loading (colored red, orange and yellow) are currently being targeted for improvements.

Last year \$187,726 was expended by the City for these services. This year to date \$246,250 has been expended by the City on these services. It is proposed that up to \$465,183.47 be expended in 2022.

Proposed 2022 Tasks - Watershed Management Plan Phase 3

Due to Northwater's high quality work on Phases 1 and 2, and their ability to maximize the amount of potential watershed improvement grant funding, City staff recommends that Northwater be authorized to proceed with the Phase 3 tasks described below.

1. Nine Element Watershed Plan Update for Friends Creek Watershed – Complete the update. Nine Element Plans are highly detailed and mandatory to apply for state and federal watershed improvement grant funding.
2. If feasible, apply for another Section 319 implementation grant in 2022 for the Lake Decatur Bluffs, Wildcat Creek or Sand Creek Watershed.
3. Complete a majority of the Nine Element Watershed Plans for Wildcat Creek, Willow Branch and Sand Creek.
4. Grant Applications and Management for RCPP and Section 319 grants.
5. Watershed Coordination and Plan Implementation – Provide guidance to the Macon Co. Soil & Water Conservation District, conduct targeted landowner and partner outreach and engagement, and advance Best Management Practices (BMPs) on City-owned land.
6. Special Project Advancement – For Phase 1 and Phase 2 identified special projects and initiatives.
7. BMP Engineering and Design – Provide these services to implement Section 319 grants and other engineering services as needed.
8. Watershed Monitoring Program – Continue water quality and sediment monitoring in the Lake Decatur watershed and the lake itself. The proposed agreement with the University of Illinois is a significant part of this monitoring effort.
9. Lake Sedimentation and Bathymetry Program – Lake-wide bathymetry survey for post-dredging baseline to monitor sediment accumulation. Provide bathymetry map for research and public use.
10. Policy Ordinance Planning and Support - Assist with Oakley dredged sediment storage basin management, City controlled properties for water quality improvements, and support developing guidelines and by-laws for lakeshore properties.
11. General Consulting – As needed during the next 12 months.

Watershed Management Plan Phase 3 Budget

The Phase 3 budget is on the last page of the attached Resolution for a cost not to exceed \$465,183.47 which includes \$98,298.80 for the lake bathymetry survey.

It is anticipated that an IEPA Section 319 grant may be awarded to the City this year resulting in an estimated Phase 3 net cost of \$390,183.47 to the City. Whether or not the City receives Section 319 or RCPP grants, the proposed FY 2022 Water Capital budget includes \$300,000 for implementing Northwater’s watershed improvement recommendations.

LEGAL REVIEW:

This project’s documents were submitted to the Legal Department for review on October 5, 2021.

PRIOR COUNCIL ACTION:

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

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

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

POTENTIAL OBJECTIONS: None Foreseen

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

These expenditures will be paid from the Water Capital budget. This phase (Phase 3) of the project will take approximately 12 months to complete. Future phases, if authorized by the City Council, will take approximately 12 months each to complete.

ATTACHMENTS:

Description	Type
Resolution Authorizing Amendment No. 2 for Professional Engineering services Agreement With Northwater Consulting For Lake Decatur Watershed Management Plan City Project 2019-38	Resolution Letter
Lake Decatur Watershed Plan And Initiative	Backup Material

Map 1
Map 2
Map 3
Map 4

Backup Material
Backup Material
Backup Material
Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT NO. 2 FOR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH
NORTHWATER CONSULTING FOR LAKE DECATUR WATERSHED
MANAGEMENT PLAN CITY PROJECT 2019-38**

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

Section 1. That Amendment No. 2 presented to the Council herewith as Exhibit A and made part of hereof, between Northwater Consulting and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Amendment No. 2 between the City of Decatur, Illinois and Northwater Consulting for a cost not to exceed \$465,183.47.

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

PRESENTED AND ADOPTED this 1st day of November 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



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

EXHIBIT A Amendment

Date: 11/1/2021

Request No. 2 ☐ Final

Consulting

Engineer: Northwater Consulting

Address: 960 Clocktower Dr., Suite F

Springfield IL 62704

Lake Decatur Watershed Management Plan

City Project 2019-38

I recommend that an ☒ addition of \$465,183.47 be made to the above contract.
☐ deduction

I recommend that an extension of 365 days be made to the above contract completion date.

The revised completion date is now 9/30/2022.

Amount of original contract \$ 190,442.98

Amount of previous amendments \$ 299,463.22

Amount of current amendment \$ 465,183.47

Amount of adjusted/final contract \$ 955,089.67

☒ addition

Total net ☐ deduction to date \$ 764,646.69 which is 401.51 % of Contract Price

State fully the nature and reason for the amendment To implement Lake Decatur Watershed Management Plan Phase 3.

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

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

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

Recommended _____
Public Works Director

Date

Approved _____
Mayor

Date

Attested _____
City Clerk

Date



Phase III

Lake Decatur Watershed Management Plan

- DRAFT -

SCOPE OF SERVICES & BUDGET

Northwater Consulting

September 7, 2021

Exhibit A.1

PHASE III – Watershed Initiative Development

Phase III Period: October 1, 2021 through September 2022 (12-months)

Task Summary	Description
Task 3.1. Nine Element¹ Watershed Plan Friends Creek Update ¹Nine minimum elements for planning are defined by the Environmental Protection Agency that make the plan eligible for grant funds	• Complete watershed plan update to include implementation component and modeling only. • If determined feasible, apply for section 319 implementation grant for Bluffs, Wildcat, or Sand Creek subwatershed.
Task 3.2. Nine Element ¹ Watershed Plans Wildcat Creek, Willow Branch, and Sand Creek	• Complete 9-element subwatershed plan(s). One plan will be completed for Sand Creek and one for both Wildcat Creek and Willow Branch.
Task 3.3. Grant Applications & Management (RCPP and Illinois EPA)	• Complete the process of coordinating with partners and submitting RCPP grant application. • Should the RCPP grant be awarded, lead the negotiations and further development of the scope of work. • Finalize the grant agreement and notice to proceed. • Assist City staff with Section 319 grant management and reporting.
Task 3.4. Watershed Coordination & Plan Implementation	• Provide guidance to Macon County SWCD and forward modified cost-share program. • Conduct one-on-one landowner outreach and engagement. • Advance BMPs on City-owned land as identified in Bluffs plan.
Task 3.5. Special Project Advancement	• Phase I and II identified special projects and initiatives that warrant special attention and advancement due to the potentially significant water quality benefits and RCPP leveraging opportunities. • Further advance: specialty crops and development of Oakley sediment dewatering basin, conservation

Task Summary	Description
	practices on City-owned farmland, carbon and water quality trading pilot, and anchored, floating wetlands.
Task 3.6. BMP Engineering & Design	• Survey, design and engineering of practices described in the 2020 Section 319 application – forested gully stabilization and stair-step wetlands. • Other engineering services on an as-needed basis.
Task 3.7. Watershed Monitoring Program	• Continue coordination with the Illinois State Water Survey (ISWS) regarding monitoring at three stations (Sangamon at Cisco bridge, Long Creek, Friends Creek). • Commence automatic monitoring station at Cisco Bridge in partnership with NGRREC. Support NGRREC as needed. • Storm-event sampling at three stations and continued baseline monitoring of proposed BMP sites. • Design and implement a database system for monitoring datasets
Task 3.8. Lake Sedimentation & Bathymetry Program	• Lake-wide bathymetric survey using acoustic Doppler technology. Serves as post-dredge baseline to monitor sediment accumulation moving forward. • Produce Lake Decatur bathymetry map for City and public use.
Task 3.9. Policy Ordinance Planning & Support	• Continued support in assessment, planning and management of the dewatering basin. • Assessment of city-controlled properties and development of a plan to capitalize on opportunities to improve water quality. • Support the City in developing guidelines and by-laws for lakeshore property transactions.
Task 3.10. General Consulting	• Budget for general consulting for out of scope services or support that may be requested.

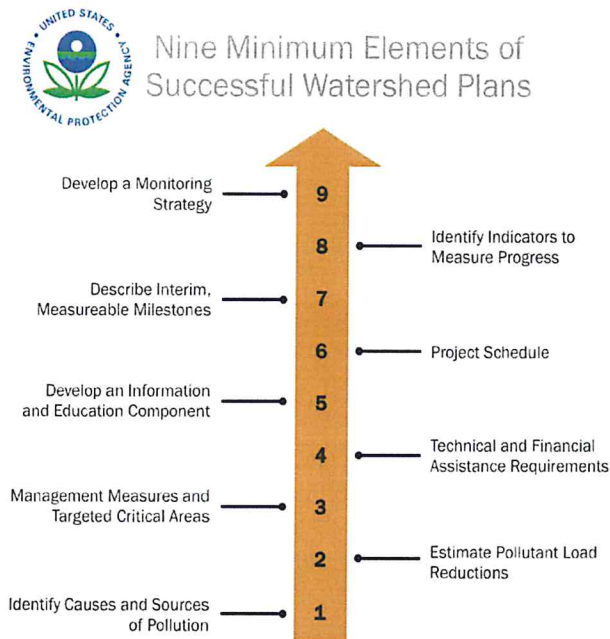


Figure 1 - Nine Minimum Elements Required by Illinois EPA

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

Task 3.1: Nine Element Watershed Plan – Friends Creek Update

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

Task 3.2: Nine Element Watershed Plan – Wildcat Creek/Willow Branch & Sand Creek

Two nine-element watershed plans will be initiated during phase III and completed in phase IV based on the subwatershed plan sequencing defined in the LTS. Approximately 50% of these plans will be completed in phase III. A portion of the funding for this effort will be received through the Illinois EPA Section 319 program.

- Sand Creek
- Wildcat Creek – Sangamon River and Willow Branch.

This task will include the following activities:

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

Task 3.3: Grant Applications & Management (319 & RCPP)

Northwater anticipates an enhanced RCPP application and program totaling approximately \$25M dollars of combined federal dollars and partner contributions. There is a 50-50 match requirement, so approximately \$15M of partner and City contributions will allow for \$10M of federal funding. This task will include grant management and oversight of the RCPP and awarded Section 319 funds and submittal of additional applications under Phase III if necessary.

USDA-RCPP

An application was submitted in 2020 and was not awarded. Considering feedback from agency reviewers, Northwater will restructure the previous application re-submit in 2021. The USDA is believed to begin accepting applications in mid-September 2021 with a due date of mid to late November. A Phase III budget allocation will be used to finalize and submit the application in late 2021. If awarded, negotiations with the USDA will be required in June/July 2021 and also fall under Phase III.

Activities will include:

1. Finalize RCPP application and re-submit on behalf of the City.
2. Partner coordination.
3. Develop partner and contribution tracking methods and procedures.
4. Secure final partner contribution commitments upon RCPP award notification.
5. Negotiate final RCPP agreement in coordination with the City.

Illinois EPA Section 319

The application submitted in 2020 is anticipated to begin in the fall of 2021. If awarded, this 2-year grant will cover subwatershed planning as described in Section 3.1 and 3.2, and on-the-ground implementation. Northwater will assist City staff in conducting grant management. This will include:

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

Northwater will prepare and submit on behalf of the City, a Section 319 grant application in August of 2022 if deemed appropriate. Parameters of this application will be developed based on outcomes of Task 3.4.

Task 3.4: Watershed Coordination & Plan Implementation

Northwater will work with the Macon County SWCD, City and others to implement the recently completed Bluffs subwatershed plan and enhance/expand the existing City-funded cost-share program. This will include:

1. Provide guidance and training to SWCD staff.
2. Conduct strategic one-on-one landowner outreach to forward the RCPP and other critical practices on private property identified in the plan.
3. Work with partners to advance projects prioritized on City-owned property. This includes wetlands, re-connecting streams to their floodplains, prairie restoration, and urban BMPs.
4. Oversee Macon County SWCD contract and align staff resources with RCPP and other watershed activities.
 - a. Restructure current cost-share program to align with 5-year strategy and RCPP. This will include parameters for BMP maintenance, filter strips and drainage water control structures. A fiscal agent model for distributing funds will be explored.
 - b. Restructure current education and outreach efforts to align with the 5-year strategy and RCPP.

Task 3.5: Special Project Advancement

During Phase II, special projects and initiatives were advanced with a goal to generate significant water quality benefits to the lake and watershed with the ability to leverage other state and federal funds. These projects included:

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

c. Marketing and outreach initiatives (i.e. locally sourced products).

This task includes further advancement of these project opportunities through coordinating with the City, stakeholders, landowners, regulators, and the private sector. Northwater will advance feasibility analyses, develop final costs and initiate the necessary funding proposal(s) for the floating wetlands.

Northwater will continue to work with partners to establish the carbon and water quality trading pilot, complete one year of field trials and monitoring at the well field site, work with the City and farmland manager to incorporate conservation practices into future lease agreements on City-owned property, and forward drainage, multi-use and organic farming projects at the Oakley Sediment Basin.

Task 3.6: BMP Engineering & Design

Engineering and design is required under Phase III to support project implementation under the 2020 Section 319 grant, for special projects described in Task 3.5, and to support any needs that may arise from work performed under Task 3.4. Northwater will complete or sub-contract the necessary survey and design for the following:

1. Forested gully stabilization – 2020 Section 319 grant.
2. Stair-step wetlands on Macon County Conservation District properties – 2020 Section 319 grant.

Additional engineering support is included on an as needed basis and may include:

1. Floating treatment wetlands.

Task 3.7: Watershed Monitoring Program

The monitoring program includes:

1. Database
 - A relational database system will be designed setup to store and manage all monitoring data. Data will be maintained in a relational MS Access database using the SiteFX data model developed by EarthFX Inc. The system has quality assurance / quality control integration and streamlines data organization, documentation, and validation. A disciplined management procedure will make it cost and time efficient to utilize data for analysis, decision-making, management, and reporting.
 - Managing and maintaining the database will be an on-going and important part of the monitoring program.

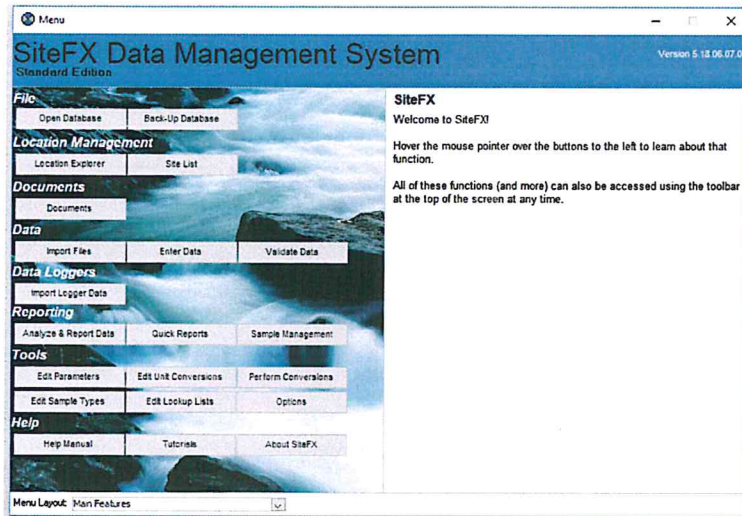


Figure 2 - Screenshot of the SiteFX Data Management System

2. Discrete Monitoring

- Water quality monitoring will continue in partnership with ISWS approximately bi-weekly at the three stations established in late 2019. Locations include, (i) Sangamon River IL 32, (ii) Friends Creek and (iii) Big/Long Creek. Storm-event sampling will target 2-3 storm events during phase III. The City is setup to perform laboratory analysis on the storm-event samples. The ISWS lab analyzes the bi-weekly samples.

3. Continuous Monitoring

- Phase III will include the final commissioning and commencement of the automatic monitoring station on the Sangamon River at the IL 32 bridge. This is planned in partnership with National Great Rivers Research and Education Center (NGRREC) and includes river flow/stage, nitrate, turbidity, temperature/conductivity, dissolved oxygen and dissolved organic matter. The monitoring sensors, telemetry and solar power system was purchased under phase II and installation is planned in October 2021.
- BMP Monitoring sites
 - DeWitt Well Field – Baseline monitoring to characterize stormwater and drainage tile flows and sediment and nutrient concentrations.
 - Bluffs Ravine (BMP102) – Baseline monitoring of bank erosion will continue, as well as collection of stormwater samples for sediment and nutrient analysis when feasible.
- On behalf of the City, Northwater will coordinate with NGRREC in the maintenance and operation of the system to minimize downtime. Data will be regularly checked with QA/QC procedures to make sure the station and sensors are in in working order and data quality is satisfactory.

Task 3.8: Lake Sedimentation and Bathymetry Program

Considering the recent \$92M investment in dredging, lake bathymetry and sediment accumulation monitoring is important to track the loss of lake storage capacity both spatially and temporally. It also serves as a means to estimate sediment yields and track progress towards reducing loading. It will also be a valuable resource for the City and community to have access to an updated and accurate map of the lake.

The lake bathymetry and sediment accumulation monitoring strategy were developed during Phase II and the monitoring will commence in Phase III. The plan is to perform baseline lake-wide mapping in Phase III and establish between 6 and 11 formal cross-sections for monitoring every 2-3 years in subsequent phases.

Lake-wide Bathymetric Baseline Mapping

Northwater will perform the survey planning, execution, data post-processing, and production map(s) for internal and external use. It is estimated that the field survey will take between 5 and 8 weeks, depending on lake conditions.

Survey will be performed using a motorized boat equipped with a XYLEM Sontek M9 Acoustic Doppler Profiler and GPS receiver. The M9 can profile bathymetry up to 40 m depth with 0.001 m depth resolution. HYPACK hydrological surveying software will be used to plan the survey to optimize results in key areas of interest and cross sections for follow-up monitoring. HYPACK will also be utilized to post-process the data and develop bathymetry profiles. When future monitoring is performed, the software can be utilized to calculate changes in lake storage (sediment accumulation). Lake level transducers will be installed during the entire duration of the survey to record accurate lake levels, this is important to properly correct the survey data for changing lake levels throughout the duration the survey period. High resolution and accurate surveying is necessary to monitor sediment accumulation.

Upon completion of the survey and the data processing, Northwater will produce a professional lake bathymetry map, and establish the baseline conditions to enable efficient continued monitoring of lake bathymetry and sediment accumulation.

Task 3.9: Policy & Ordinance Support

Development, modifications and alterations along the shoreline of Lake Decatur and the contributing waterways impacts water quality, infrastructure, and the efficacy to cost-effectively manage and maintain the lake as a drinking water supply and recreational resource. This task continues from Phase II to support the City as needed related to policy and ordinance initiatives relevant to enhancing and protecting the lake and water resources. Specific tasks and activities are not defined but may include:

- Policy and ordinance reviews.
- Recommendations and proposed language for ordinances, policies etc.
- Strategies and recommendations to integrate the Bluffs watershed plan into policies and ordinances.

Task 3.10: General Consulting

Due to the diverse range of tasks and activities in Phase III, a general consulting task is included to efficiently support the City as needed in case out of scope engineering or environmental consulting is requested.

Exhibit A

A.1 – Phase III Budget

Exhibit A.1

Lake Decatur Watershed Management Phase III: October 2021 - September 2022

	Principal	Sr. Engineer / Scientist	Engineer / Scientist II	Environmental Scientist / GIS Analyst I	Environmental Technician / GIS Analyst
Hours					
Task 3.1: Nine Element Plan - Friend's Creek Update	220	40	40	280	440
Task 3.2: Nine Element Plan - Wildcat Creek & Sand Creek	175	25	28	210	290
Task 3.3: Grant Applications & Management	205	5	5	5	0
Task 3.4: Watershed Coordination & Plan Implementation	195	0	0	0	0
Task 3.5: Special Project Advancement	100	25	0	5	0
Task 3.6: BMP Engineering & Design	35	100	5	0	0
Task 3.7: Watershed Monitoring Program	110	30	80	40	190
Task 3.8: Lake Sedimentation & Bathymetry Program	90	155	0	300	300
Task 3.9: Policy & Ordinance Support	50	18	0	45	0
Task 3.10: General Consulting	45	24	0	12	0

Direct Labor					
Task 3.1: Nine Element Plan - Friend's Creek Update	\$12,163.80	\$1,740.00	\$1,488.00	\$7,593.60	\$7,106.00
Task 3.2: Nine Element Plan - Wildcat Creek & Sand Creek	\$9,675.75	\$1,087.50	\$1,041.60	\$5,695.20	\$4,683.50
Task 3.3: Grant Applications & Management	\$11,334.45	\$217.50	\$186.00	\$135.60	\$0.00
Task 3.4: Watershed Coordination & Plan Implementation	\$10,781.55	\$0.00	\$0.00	\$0.00	\$0.00
Task 3.5: Special Project Advancement	\$5,529.00	\$1,087.50	\$0.00	\$135.60	\$0.00
Task 3.6: BMP Engineering & Design	\$1,935.15	\$4,350.00	\$186.00	\$0.00	\$0.00
Task 3.7: Watershed Monitoring Program	\$6,081.90	\$1,305.00	\$2,976.00	\$1,084.80	\$3,068.50
Task 3.8: Lake Sedimentation & Bathymetry Program	\$4,976.10	\$6,742.50	\$0.00	\$8,136.00	\$4,845.00
Task 3.9: Policy & Ordinance Support	\$2,764.50	\$783.00	\$0.00	\$1,220.40	\$0.00
Task 3.10: General Consulting	\$2,488.05	\$1,044.00	\$0.00	\$325.44	\$0.00
Subcontractors					
Task 3.1: Nine Element Plan - Friend's Creek Update	\$2,200.00	\$0.00	\$0.00	\$0.00	\$2,420.00
Task 3.2: Nine Element Plan - Wildcat Creek & Sand Creek	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,520.00
Task 3.3: Grant Applications & Management	\$750.00	\$0.00	\$0.00	\$0.00	\$825.00
Task 3.4: Watershed Coordination & Plan Implementation	\$820.00	\$0.00	\$0.00	\$0.00	\$902.00
Task 3.5: Special Project Advancement	\$820.00	\$0.00	\$0.00	\$0.00	\$902.00
Task 3.6: BMP Engineering & Design	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,200.00
Task 3.7: Watershed Monitoring Program	\$19,500.00	\$0.00	\$0.00	\$0.00	\$1,950.00
Task 3.8: Lake Sedimentation & Bathymetry Program	\$16,500.00	\$5,500.00	\$0.00	\$0.00	\$21,450.00
Task 3.9: Policy & Ordinance Support	\$400.00	\$0.00	\$0.00	\$0.00	\$440.00
Task 3.10: General Consulting	\$310.00	\$0.00	\$0.00	\$0.00	\$341.00

Phase III Total	Direct Labor	Estimated Labor	DC & Supplies/Equipment	Estimated Cost
Task 3.1: Nine Element Plan - Friend's Creek Update	\$30,091.40	\$90,274.20	\$2,420.00	\$92,694.20
Task 3.2: Nine Element Plan - Wildcat Creek & Sand Creek	\$22,183.55	\$66,550.65	\$3,520.00	\$70,070.65
Task 3.3: Grant Applications & Management	\$1,873.55	\$35,620.65	\$825.00	\$36,445.65
Task 3.4: Watershed Coordination & Plan Implementation	\$10,781.55	\$32,344.65	\$902.00	\$33,246.65
Task 3.5: Special Project Advancement	\$6,752.10	\$20,256.30	\$902.00	\$21,158.30
Task 3.6: BMP Engineering & Design	\$6,471.15	\$19,413.45	\$2,200.00	\$21,613.45
Task 3.7: Watershed Monitoring Program	\$14,516.20	\$43,548.60	\$21,450.00	\$64,998.60
Task 3.8: Lake Sedimentation & Bathymetry Program	\$24,699.80	\$74,098.80	\$24,200.00	\$98,298.80
Task 3.9: Policy & Ordinance Support	\$4,767.90	\$14,303.70	\$440.00	\$14,743.70
Task 3.10: General Consulting	\$3,857.49	\$11,572.47	\$341.00	\$11,913.47

Phase III Total	\$465,183.47
Estimated Illinois EPA 319 Grant Contribution	(\$75,000.00)
Estimated Total Phase III City Cost	\$390,183.47

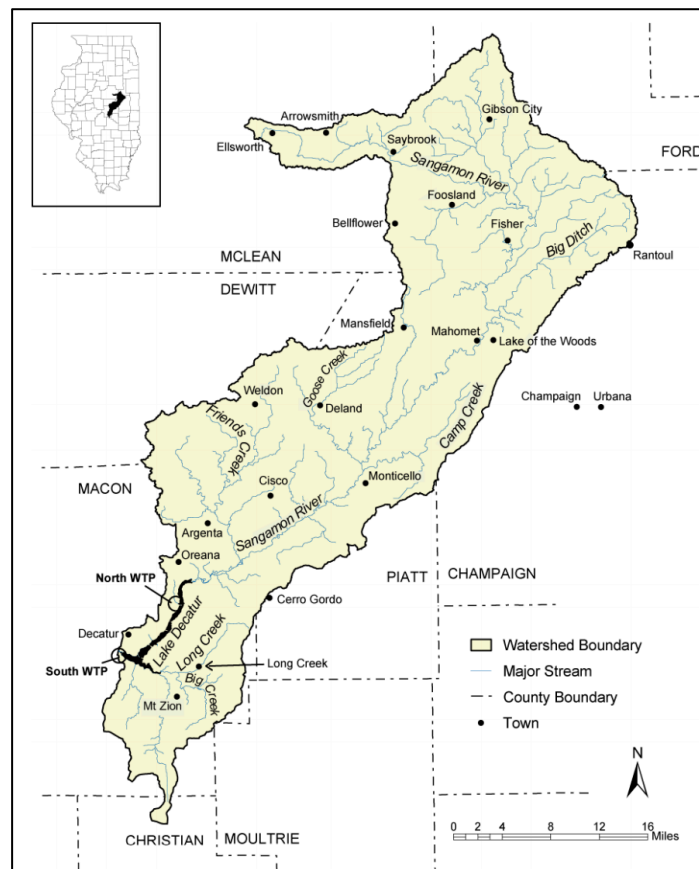
Lake Decatur Watershed Management Plan & Initiative

Long-Term Strategy

April 30, 2021

Prepared for: City of Decatur, Illinois

Prepared by: Northwater Consulting



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Cover page: Lake Decatur watershed boundary (source: ISWS)

Executive Summary

This Long-Term Strategy (LTS) guides planning and management for the Lake Decatur watershed with the objective to reduce sediment and nutrients entering the lake. On an annual basis, approximately \$1M of sediment (based on dredging costs) enters the lake. According to the Illinois State Water Survey (ISWS), 15% of the watershed area nearest the lake contributes approximately 50% of the sediment. The ISWS estimates that over 13M lbs/year of nitrate loading occurs in the watershed, causing a periodic exceedance in drinking water standards, requiring approximately \$200,000 in annual treatment cost. Figure 1 illustrates the estimated proportion of sediment and nitrate sources to Lake Decatur.

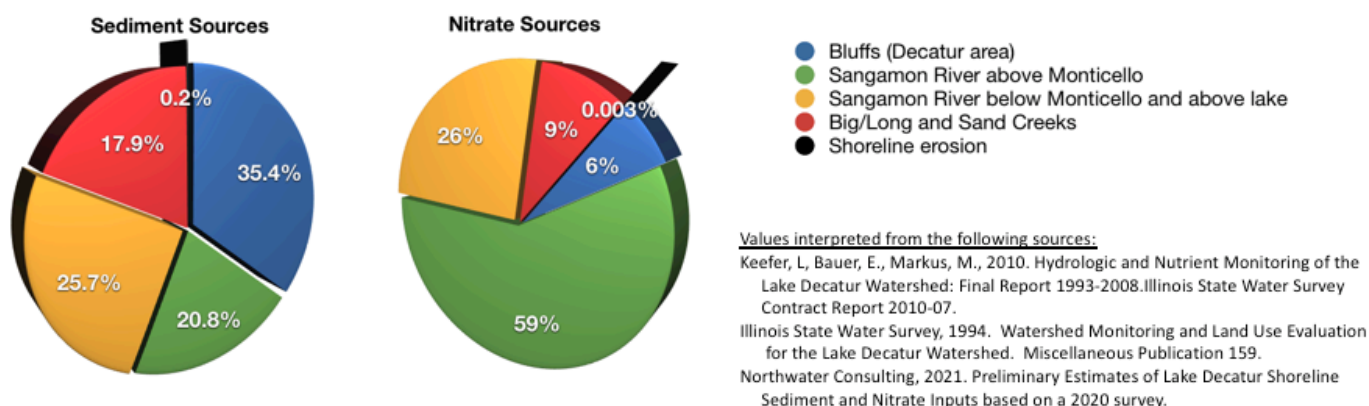


Figure 1 – Sources of Sediment and Nitrate in the Lake Decatur Watershed

This LTS details an approach to: (i) establish a consistent structure and messaging, (ii) build strong partnerships, and (iii) enable a constant flow of financial resources to achieve water quality objectives. The strategy is based upon four foundations of watershed planning:

1. Leadership and coordination.
2. Leveraging of opportunities.
3. Subwatershed plan sequencing.
4. Impactful launch and continuity.

Successful execution of this LTS will lead to reductions in sediment and nutrient loading to the lake; perhaps increasing the life of the existing dredging investment by 25 to 50 years and reducing or eliminating nitrate treatment costs.

A minimum investment of **\$20M** will achieve significant results over the next six years, a majority of this funding can be secured from grant programs. Assuming grant awards, a minimum City investment of **\$4M** will be required over the six years, most of which is already committed. Without grant subsidies, a minimum City investment of **\$20M** would be necessary, along with extended timelines and increased staffing commitments. City-led commitment and investment to secure grants is important.

This LTS assumes that consultants will continue to perform key tasks. Nonetheless, the City must assume two primary responsibilities for successful execution of the LTS. The two key responsibilities are:

1. Serve as the executive and strategic watershed program leader in a figurehead and directional-level role for the watershed program.
2. Existing City staff positions may need to be reprioritized to align with the LTS and watershed program as it evolves.
 - a. This is particularly relevant to management of the City's lake assets and adjoining properties. Several initiatives and projects are proposed to leverage City properties will require involvement of City management, even if the projects are led by consultants. Filling these roles is possible with reprioritization of existing staff, however, the City may need to eventually consider strategic hire(s).

1 Introduction

This Long-Term Strategy (LTS) guides planning and management for the Lake Decatur with the objective to reduce sediment and nutrients entering the lake.

The recent dredging program removed approximately 10,700,000 cubic-yards of sediment at a cost of \$92M. On an annual basis, over \$1M of sediment (based on dredging costs) enters the lake. According to the Illinois State Water Survey (ISWS), 15% of the watershed area nearest the lake contributes approximately 50% of the sediment. The ISWS estimates over 13M lbs/year of nitrate loading to the watershed, approximately 60% from upstream of Monticello. Nitrate loading to the lake per unit area is higher in proximity to the lake and decreases as drainage area increases. Nitrate loading causes the lake to periodically exceed drinking water standards, requiring approximately \$200,000 in annual treatment costs.

This LTS represents a guiding vision for the lake and watershed and is focused on two goals:

1. Achieve measurable reductions in sediment loading from a baseline to maximize the life of dredging investments.
2. Achieve measurable reductions in nitrate loading and reduce exceedances of the 10 mg/L drinking water standard.

Based on results from watershed surveys, stakeholder outreach, and capacity evaluations performed from April through October 2020, the LTS details an approach to: (i) establish a consistent structure and messaging, (ii) build strong partnerships, and (iii) enable a constant flow of financial resources to achieve water quality objectives.

The strategy is based upon four foundations of watershed planning:

1. Leadership and coordination.
2. Leveraging of opportunities.
3. Subwatershed plan sequencing.
4. Impactful launch and continuity.

Section 2 summarizes results from interviewing and engaging watershed stakeholders. Section 3 includes the inter-workings of the strategy. Sections 4 and 5 outline the United States Department of Agriculture Regional Conservation Partnership Program (USDA-RCPP) and Illinois EPA (Environmental Protection Agency) Clean Water Act Section 319 grants that will enable an impactful launch. Section 6 includes a chronogram and budget. Section 7 outlines immediate action items.

1.1 Foundations of the Long-Term Strategy

Substantial opportunities exist to leverage partner resources that will result in measurable improvements to lake water quality and protect and extend the recent \$92M dredging project.

1. **Leadership & Coordination:** Centralized leadership and coordination is critical to drive the program.
 - a. The City of Decatur is the logical entity to assume an active leadership role and serve as a central coordinator for long-term watershed planning and management.
 - b. Take advantage of partner and stakeholder strengths and enable them. Primary partners, other governmental jurisdictions and consultants (e.g., SWCDs and watershed consultant(s)) can provide the City with capacity and expertise to achieve long-term results.

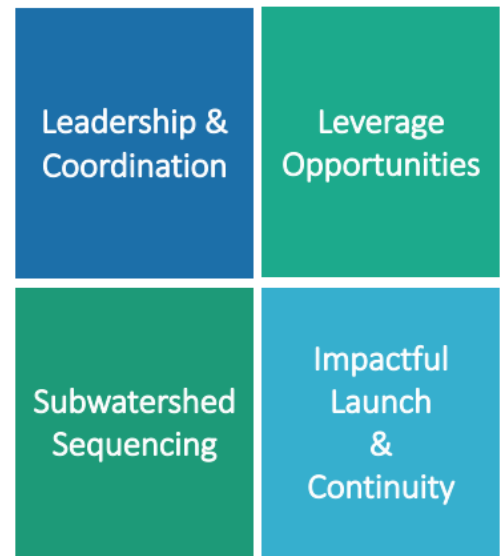


Figure 2 , Four Strategy Foundations

2. **Leverage Opportunities:** Establish a foundation to bridge and leverage the many organizations and diverse activities that are currently underway.
 - a. For example, nearly \$10M of spending is planned for the watershed over the next five years from a range of stakeholders. This \$10M can be prioritized and leveraged to receive matching funds (e.g., federal funding through the USDA-RCPP).
 - b. Numerous stakeholders have complementary missions and objectives, and most operate independently. Harnessing and aligning efforts will yield substantial benefits and reduce redundancies.
3. **Subwatershed Sequencing:** Sequencing plans at a subwatershed scale rather than deploying a single plan for the entire 592,665-acre watershed is important. As subwatershed plans are completed, they can be synthesized into a cohesive plan encompassing the entire Lake Decatur watershed.
 - a. Criteria for sequencing include: proximity to the lake, nutrient and sediment yields, and opportunity for greatest lake impacts.
 - b. Subwatershed scale plans are necessary to secure implementation funding, especially through the Illinois EPA.
 - c. A synthesized and cohesive plan will continue to grow as subwatershed plans are completed. These plans hold the site-level detail and specifics needed to guide cost-effective implementation.
4. **Impactful Launch and Continuity:** Success requires early engagement, success stories, sustained actions, frequent communication, and consistent resources. The watershed program is not grant-dependent, however, securing outside funding will result in greater positive impacts in a shorter period, and reduce the financial commitment of the City. External funding will accelerate actions. For example, an award of a USDA-RCPP grant and Illinois EPA Section 319 grant in 2021/2022 would supplement resources and enable both an impactful launch and continuity with past investments.

1.2 Prospectus

Cost considerations, benefits, and outcomes are outlined based on successful execution of the LTS.

1. City cost considerations and financial benefits

- a. **\$4M City expenditures.** This includes planned expenditures related to watershed activities (six years allocated to Macon County SWCD and watershed consultant) and not inclusive of City staff expenditure. Some City expenditures may be offset by revenue generated from development of special programs (i.e. sediment dewatering basin and existing crop ground). Illinois EPA 319 grants will also help offset watershed consultant costs.
- b. **\$18M financial investments in the watershed.** This reflects state and federal grants that will be pursued.

2. Outcomes

- a. **Reduction in sediment loading to the lake.** This will extend the life of recent dredging efforts and help to maintain capacity during drought periods. At current rates, capacity gained from dredging could be lost in as little as 50 years. Over \$1M per year of sediment currently enters the lake based on recent dredging costs. Future sediment removal will be more expensive and less feasible due to a changing regulatory environment.
- b. **Decrease in use or elimination of nitrate treatment facility operation.** Reducing operational hours of the facility could save the City \$2.5M over 10 years.
- c. **Enhanced partnerships and external investment.** Partnerships are drivers behind the LTS. Partner engagement will lead to financial and technical assistance opportunities and efficiencies in the delivery of conservation throughout the watershed.
- d. **Community resiliency and support.** Lake and watershed efforts include meaningful public engagement. Transparency and regular communication of results are critical elements of the strategy and will enhance community support.

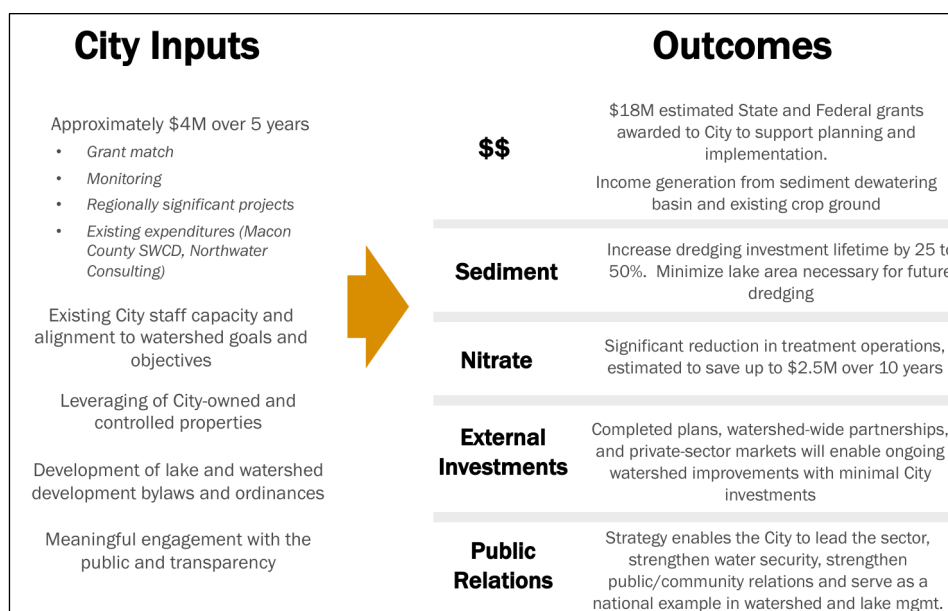


Figure 3 – Preliminary Summary of Five-Year Strategy Inputs and Outcomes

2 Stakeholder Engagement & Capacity

From April through October 2020, over sixty organizations were interviewed and introduced to the City of Decatur’s watershed initiative. Interest and associated stakeholder capacity were assessed to evaluate current activities, workloads and understand financial and staffing resources necessary to scale up efforts throughout the watershed.

A motivated network of partners is available to fill important roles in watershed management. An RCPP application is as an early-stage mechanism to build partnerships, establish common objectives, and secure and implement a federal grant program. It will provide resources and enable strong and sustained partnerships over the next five years and beyond. The initial RCPP application submitted in 2020 was not awarded. The application will be adjusted and resubmitted in the summer of 2021. In the meantime, partners are active, and work proposed in the 2020 application is underway even without federal funding.

Table 1 lists all stakeholders/partners engaged from April through October of 2020. A summary of roles and responsibilities of those supporting an RCPP are included in Section 4.

Table 1 – Inventory of Stakeholders and Partners Engaged

Category	Organization	Category	Organization
Landowners	Private landowners/Farmers (multiple)	Industry / Private Sector	Archer-Daniels-Midland (ADM)
National Government	United States Department of Agriculture		United Prairie LLC
	Natural Resources Conservation Service (NRCS)		Door4 Brewing and Decatur Brew Works
	US Army Corps of Engineers		Riggs Brewing
	United States Geologic Survey (USGS)		Topflight Grain Cooperative
Local Government	Champaign County SWCD		Anvil & Forge Brewing and Distilling
	DeWitt County SWCD		Landlocked Hops
	McLean County SWCD		DIGS Associates
	Piatt County SWCD		Rovey Seed Company
	Ford County SWCD		Anuvia Plant Inspired Products
	Macon County SWCD		Tate & Lyle
	Shelby County SWCD		Land O' Lakes (Truettterra)
	Macon County Conservation District		ManPlan Inc.
	Macon County		Jimmy John's
	City of Decatur		Caterpillar
	City of Monticello		Crop-Tech Consulting
	Decatur Park District		Nutrien
	Decatur Sanitary District		Clarkson Grain Company
Foundation	Land Conservation Foundation		Growmark
	Howard Buffet Foundation		Martin Ecosystems
Media	WAND TV		Regenerative Agriculture Consulting
	Now Decatur (radio)		Growmark FS
Educational	University of Illinois		Covercress Inc.
	Allerton Park		Understanding Ag
	Lewis & Clark Community College		Farm Raise
	The Nature Conservancy		

Category	Organization	Category	Organization
Non-Governmental Organization	Iowa Agricultural Water Alliance		Diggs Associates
	Ecosystem Services Market Consortium (ESMC)		EcoMetrics
	Illinois Lake Management Association	Property Management	First Illinois Ag Group
	Illinois Nutrient Research & Education Council	Trade Organization	Hancock Agricultural Investment Group
	Illinois Sustainable Ag Partnership		Illinois Corn Growers Association
	American Farmland Trust (AFT)		Illinois Farm Bureau
	Agricultural Watershed Institute		Macon County Farm Bureau
	Macon County Women in Ag		Shelby County Farm Bureau
	Sand County Foundation		Ford/Iroquois Farm Bureau
State Government	Illinois Department of Natural Resources		McLean County Farm Bureau
	Illinois State Water Survey		DeWitt County Farm Bureau
	Illinois Environmental Protection Agency		Piatt County Farm Bureau
			Champaign County Farm Bureau
			Illinois Fertilizer & Chemical Association (IFCA)
			Illinois Land Improvement Contractors Association (LICA)

There is significant interest and willingness to engage and participate in planning and management across all sectors throughout the watershed. There are dozens of complementary missions, programs, projects, and activities. The opportunities to align and leverage investments are significant. The value that actionable watershed plans will have in guiding and prioritizing spending will result in more informed and prioritized investments.

“The legs, wheels and momentum are all in place, there just needs to be a driver and some choreography.”

The primary capacity gap is related to leadership and coordination that is necessary to scale up. The role of the private sector and the agricultural industry is also central to achieving success over the long-term. Currently, there is a capacity gap in terms of leadership that can creatively align and bridge businesses/industry. While the level of support and interest is strong, stakeholder engagement must be strategic and impactful. This requires a level of leadership, vision and coordination not currently in place at the scale necessary to advance the LTS.

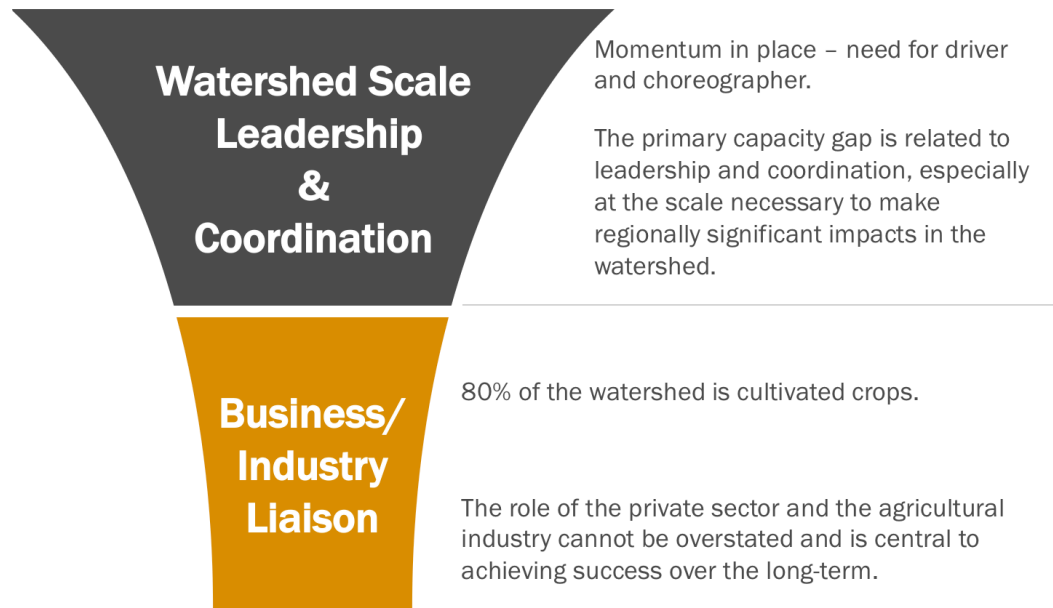


Figure 4 - Primary Capacity Gaps to Achieve Regionally Significant Results

Table 2 outlines the high-level responsibilities necessary to execute the LTS. The first two items are critical responsibilities best suited for the City: (i) serving as the executive watershed program leader, and (ii) adapting asset management to the watershed program as it evolves. Limited capacity currently exists to absorb these responsibilities as they grow, without reprioritizing and/or hiring experienced and qualified staff.

Additional responsibilities outlined in Table 2 relate to the direct management and execution of watershed program activities. Currently, these are shared by watershed consultants and the Macon County SWCD via City contracts. The City can certainly consider filling some of these roles and responsibilities internally with reprioritization of staff and/or strategic hires.

Table 2 - City Responsibilities for Execution of LTS

City Responsibilities	Description	Key Roles	Notes
1 – Executive Leadership	Serve as figurehead and executive level role for the watershed program.	- Grantee for applications and grants - Liaison with City council, Public Works and other City departments - Administer and oversee contracts related to watershed program and projects (e.g., Northwater & SWCD) - Participate in select meetings with stakeholders	Reprioritizing existing and/or securing additional staff. Currently, Keith Alexander and Matt Newell serve in this role. The effort will increase as the program advances.
2 – Asset & Lake Management	Existing City roles reprioritized to align with the LTS and watershed program as it evolves. Likely to require more staff time than what is now invested.	- Regular lake and property management activities - Reinstitute regular lake water quality monitoring – Volunteer Lake Monitoring Program (VLMP) - Lake sediment dewatering basin management	Possible with reprioritizing existing staff and/or securing additional staff.

City Responsibilities	Description	Key Roles	Notes
		- Innovative management and use of City-owned lands to benefit the watershed - DeWitt well field site activities - Involvement in floating treatment wetlands and emerging trading programs	
3 – Active Watershed Program Management	Watershed consultant or new City role(s) to be actively engaged and responsible for coordination, management and watershed outputs and outcomes.	- Oversight and coordination with City staff, SWCDs and partners to implement planning and implementation mandates - Coordinate with City staff on watershed and lake initiatives, such as monitoring - Seek, apply for and administer/manage grants - Build, develop and maintain partnerships with diverse stakeholders - Coordinate and manage initiatives such as development of the Sediment Dewatering Basin, monitoring, residential landowner engagement, and regionally significant projects, etc.	This role is currently served by the watershed consultant.
4 – Production-Level Activities	Watershed consultants, SWCD partners, and/or new City role(s) to perform planning and implementation activities.	Production-level activities such as compiling watershed plans, assessments, identifying project locations, performing GIS analysis, technical components of grant applications/reports, and monitoring	This role is currently served by the watershed consultant and Macon County SWCD.

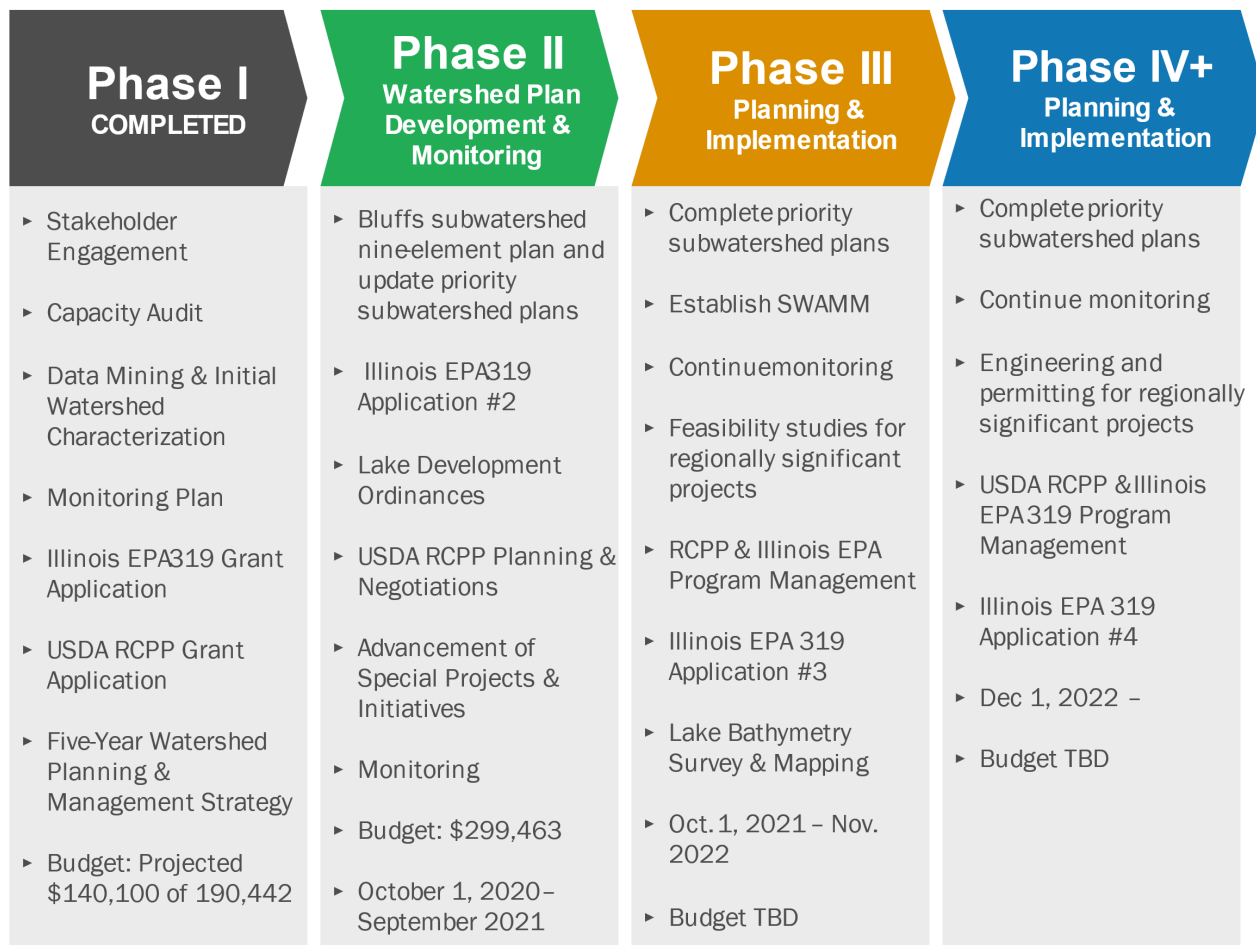
Strategic alignment between the City, SWCDs and watershed consultants can fill responsibilities and achieve significant watershed management goals. This would minimize staffing and management burden and enable engagement, as needed, with qualified experts best positioned to deliver success and results.

The City should continue to: (i) work with specialists to execute the watershed management program and LTS, (ii) provide direction to other key partners, such as the Macon County SWCD, and (iii) maintain alignment to goals outlined in Section 1.

3 Long-Term Planning & Implementation Strategy

3.1 Phased Approach

A phased approach was recommended for watershed planning and management and is consistent with the four LTS foundations. Phase I included developing a five-year strategy, performing a capacity audit, establishment of a monitoring plan, and clearly defining subsequent phases. Figure 5 outlines Phases II through IV encompassing a five-year program. Notable is that after five years, a very well-oiled machine and partnership system will be in place to maintain a consistent stream of funding and impacts.



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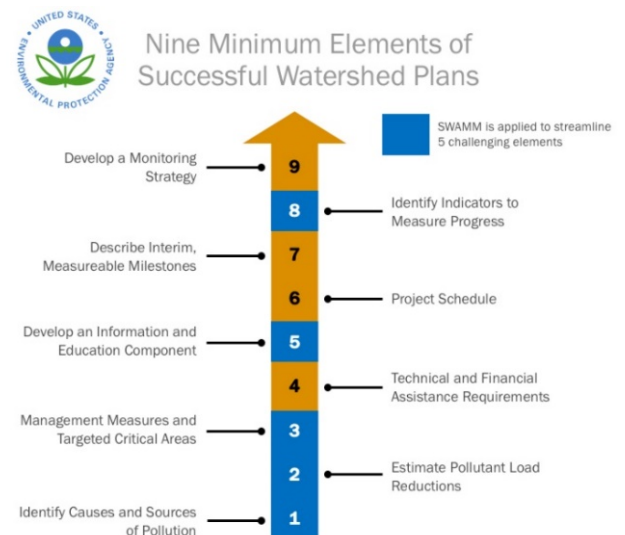
Figure 5 - Phases of Northwater Activities Supporting the Lake Decatur Watershed Program

3.2 Subwatershed Plan Sequencing

One of the four foundations of the LTS is to sequence Illinois EPA nine minimum element subwatershed plans so they can be more specific and guide implementation. As plans are completed, those areas will become eligible for state and federal funding. Grant writing and administration will become an ongoing and annual responsibility over the life of the program.

This sequencing strategy aligns with Illinois EPA priorities, which prioritize smaller geographic areas where planning can be more detailed and lead to action.

The Lake Decatur Bluffs was selected as a priority planning subwatershed. Selection criteria includes: (i) its proximity to



the lake and ISWS literature indicating high sediment delivery and, (ii) public property ownership which enables more shovel-ready project opportunities.

Although the subwatershed plans will be independent, the objective is to synthesize them into a consistent management framework as they become completed, and implementation occurs. An online management portal is recommended to enable cohesion across the larger watershed area (Section 3.5). Table 3 presents all the subwatersheds and the recommended sequencing chronology. Four of the nine subwatersheds will have a plan completed after the first Illinois EPA 319 grant. The remaining will be addressed in subsequent applications based on relative contributions of sediment and nitrogen yield to the lake.

Table 3 - Lake Decatur Subwatersheds Recommended for Plan Sequencing

Subwatersheds	HUC 12s	Initiation Year	Strategy / Notes
Bluffs	Lake Decatur Bluffs	2020	To be completed under Phase II of Northwater Contract
Sand Creek	Sand Creek	2021	Included in IEPA 319 Application #1 (submitted)
Wildcat/Willow	Wildcat Creek	2021	Included in IEPA 319 Application #1 (submitted)
	Willow Branch		
Friends Creek	Friends Creek	2021	Has current plan that needs updating. Updating plan is included in IEPA 319 Application #1 (submitted)
	Shiloh Chapel Friends Creek		
	Friends Creek Ditch		
	Kickapoo Creek		
Middle Upper Sangamon 1	Goose Creek	2022 - 2023	To be included in a future IEPA 319 application(s)
	Madden Creek		
	Camp Creek		
	Spring Lake		
	South Fork Camp Creek		
	Lake of the Woods		
Big Ditch	Big Ditch	2024-2025	Current plan expires in 2024; IEPA 319 grant to help fund plan update.
Big / Long Creek	Big & Long Creek	2024-2025	Current plan expires in 2024; IEPA 319 grant to help fund plan update.
Middle Upper Sangamon 2	Long Tree Creek	2025	To be included in future IEPA 319 application(s)
	Owl Creek	2025	
	Wildcat Slough	2025	
	Hillsbury Slough	2025	
Finley Creek	Finley Creek	2025	To be included in future IEPA 319 application(s)
Upper Sangamon	Dickerson Slough	2026	To be included in future IEPA 319 application(s)
	Corn Valley Creek	2026	
	West Branch Drummer Creek	2026	
	Town of Arrowsmith Sangamon River	2026	

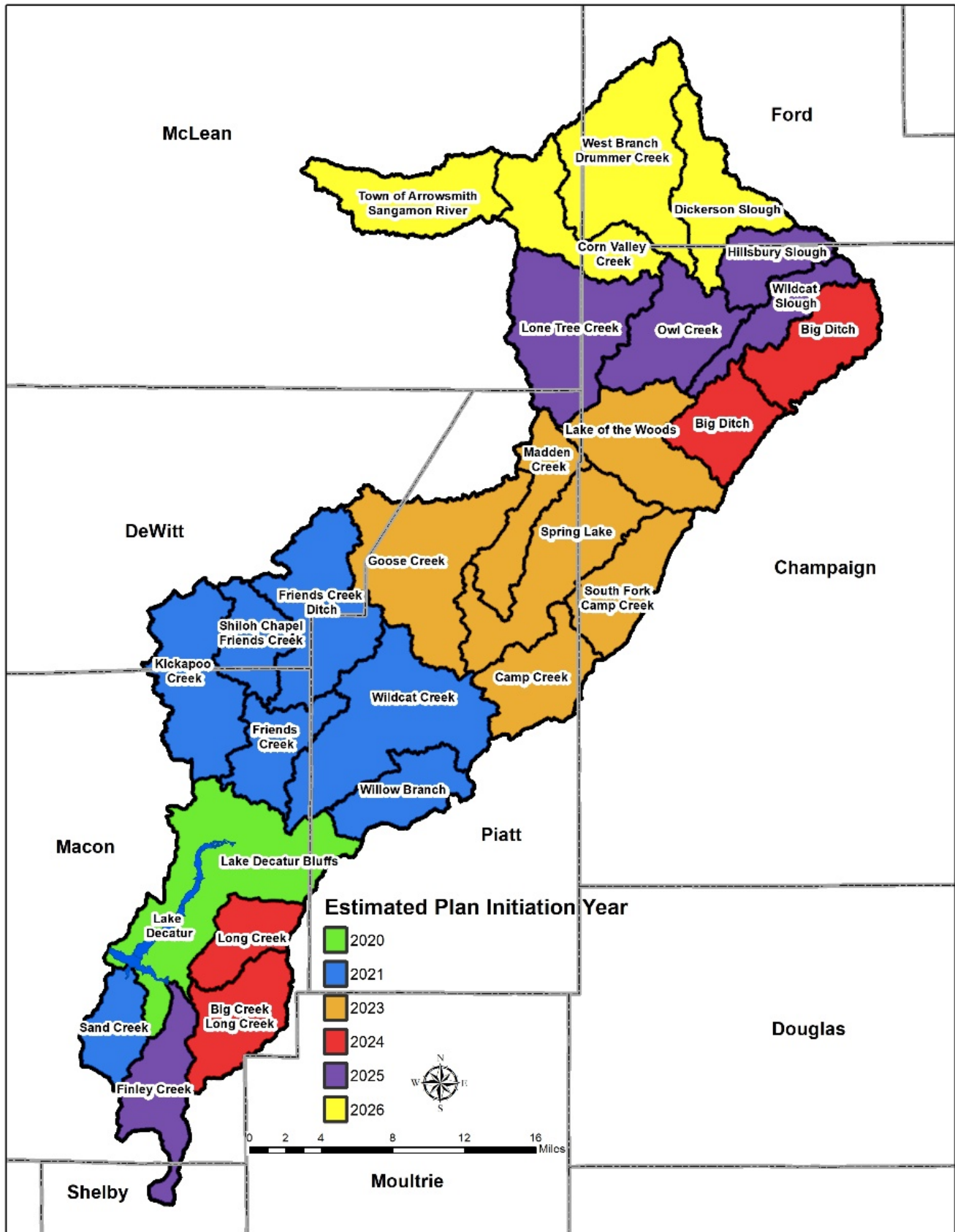


Figure 6 - Preliminary Sequencing Strategy for Subwatershed Planning

3.3 Prioritization of Public Properties

Leveraging opportunities is one of the four LTS foundations, and prioritizing activities on public properties is considered low-hanging fruit. Engaging on public properties also supports another LTS foundation - “Impactful Launch and Continuity.” As the City sets an example on its own property, landowners throughout the watershed will take notice and be much more likely to participate.

Decatur owns ground throughout the watershed including:

1. DeWitt County well field – 106 acres of tillable farmland and 14 acres of non-tillable ground.
2. Macon County tillable acres outside dewatering basin – approximately 30 acres.
3. Oakley sediment dewatering facility – approximately 500 acres (390 interior acres).
4. Various properties adjacent to or near Lake Decatur.

Development, modifications and alterations in the watershed and along the shoreline of Lake Decatur and its contributing waterways impacts water quality, infrastructure, and the efficacy to manage and maintain the system as a drinking water supply and recreational resource in a cost-effective manner.

This LTS recommends that the City take reasonable programmatic actions to update current ordinances and develop new ordinances, bylaws, easements and other restrictions that protect (i) the lake and water resources as they pertain to City-owned properties managed, sold or leased, and (ii) private properties subject to alterations, rezoning, improvements, and permits that require approval.

There are many examples and precedents from other growing municipalities that can be reviewed to support advancing this effort. Some areas that can be considered:

1. Shoreline and stream protection areas, buffers and lake bank stabilization.
2. Perennial, intermittent and ephemeral stream protection within a specified distance of the lake.
3. Highly erodible lands.

Management of properties should optimize return on investment while minimizing impacts. A “triple bottom line” can be adopted to incorporate sediment and nutrient loading into the decision-making framework.

Unique opportunities such can also be evaluated by property managers such as: (i) strategic land acquisitions, and (ii) transfers and conservation easements.

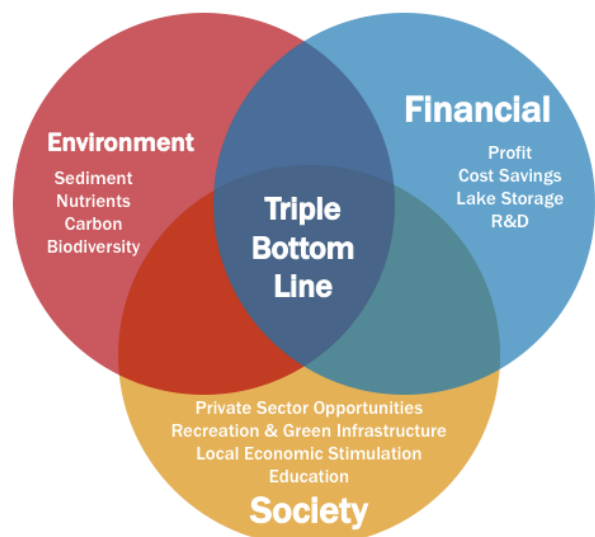


Figure 7 – Triple Bottom Line Approach for Public Property Management

3.4 Regionally Significant Projects

Regionally significant projects fall under two LTS foundations: (i) Leverage Opportunities and (ii) Impactful Launch and Continuity.

3.4.1 Development of Lake Sediment Dewatering Basin

The ~390-acre dewatering basin offers a unique opportunity to generate revenue, enhance community interest, and support the local economy through innovative and profitable farming practices. City expenditures related to the dewatering basin can be leveraged for grants and technical assistance. Some ideas to explore include:

1. Initiate land prep actions to prepare adequately dry areas for agricultural production. Several partners have expressed willingness to provide financial assistance and technical advice.
2. Consider growing organic crops capable of achieving a substantial premium.
3. Explore and consider participation in new and emerging carbon and water quality trading programs.
4. Explore specialty crops to supply local business and promote “locally grown.” These investments will yield financial benefits and a premium over traditional crops, and will engage local businesses and the community.
5. Use net profits to recoup costs associated with preparing and developing the basin. Direct profits can fund watershed projects and expenses, such as Macon County SWCD LTS activities and the City’s cost-share program.



Figure 8 - The Sediment Dewatering Basin in Oakley Township (facing West)

3.4.2 Public Land

The City owns a substantial amount of land within the watershed which presents unique opportunities. For example, tillable agricultural ground can be developed to leverage RCPP funds and maximize a return on investment. The following management and conservation measures are recommended for all tillable acres owned by the City outside of the dewatering basin.

1. Phase in cover crops, reduce tillage and apply initial costs as RCPP match. Demonstrating this commitment to conservation will fall in line with the triple bottom line approach, continue producing crop yields, and reduce nutrient and sediment loading to the lake. The demonstration sites will also garner local landowner support and engagement.
2. Develop nutrient management plans, conduct soil tests and field trials, and transition from fall to spring nitrogen application. More precise nutrient application will reduce input costs, optimize yields, and reduce nitrate loss. This will be a quick and immediate success story and result in substantial nitrogen reductions.

3.4.3 DeWitt Well Field

Practical modifications to the existing well site will yield long-term water quality benefits and generate opportunities for outside investment and positive stakeholder engagement. Recommendations are as follows:

1. Existing swale and basins - direct surface and tile flow to allow for denitrification. The current infrastructure can act as a “treatment wetland” with some retrofitting. During the rainy season, when the swale and basins are not used, they can treat tile flow and surface runoff with some retrofitting.
2. Riparian buffer zones – Install saturated buffers or other practices to treat adjacent surface and tile flow. Partners have expressed interest in providing technical assistance and potential funding.
3. Utilize the site for local education and outreach events, research field trials, and promote as an example of emerging conservation technologies.



Figure 9 - Existing swale (left) and one of the wells (right)

3.4.4 Carbon & Water Quality Trading Pilot

Participation in a carbon and water quality trading pilot program has the potential to provide long-term, market-driven benefits to the City and watershed, especially with the scale of industry in the region. The opportunity exists to generate recurring revenue from operation of City-owned property, as well as future benefits on private land. Sequestering carbon and actions that lead to measurable water quality benefits can be translated into marketable “credits” offered to buyers and, therefore, a return on investment from actions taken as part of the watershed effort. [A positive article on this subject was published in the Herald Review on October 14, 2020.]

1. Engage with trading partner(s) and execute a pilot feasibility program, perhaps to first focus on City-owned property and the sediment dewatering facility.
2. Engage with large corporations, such as Nutrien, ADM, Tate & Lyle, and Caterpillar.
3. Evaluate if the trading market can be developed watershed-wide to incentivize nutrient and sediment reductions in addition to carbon.

3.4.5 Floating Treatment Wetlands

Through preliminary analysis and informal consultations with staff at the Army Corps of Engineers (ACOE), it was determined that a permanent in-lake structure or sediment dam is not likely feasible due to limitations on sizing and the potential upstream hydraulic and flooding impacts. The LTS recommends that the City explore the feasibility of constructing a large system of anchored, floating treatment wetlands (FTWs) at the upper end of Lake Decatur. Based on current information, the best location appears to be immediately downstream of the recently dredged sedimentation trap.

1. FTWs do not raise water elevations or impact upstream areas and regulatory agencies indicate that they would likely achieve swift approval.
2. Recent studies indicate that properly designed FTWs can reduce peak nitrate concentrations by up to 40%.
3. FTWs enable larger proportions of entrained sediment to drop out prior to reaching the main body of the lake. Long-term sediment and nutrient reductions could be significant, as the river delta upstream develops and expands to naturally treat incoming pollutants.
4. The FTWs provide a unique habitat feature that will enhance fisheries and recreational value. A system can be designed to allow boat bypass.
5. Under Phase I, numerous groups have expressed interest in the concept and have pledged to assist with securing funding. FTWs enable a wide range of opportunities and will attract investment and resources for maintenance and management.



Figure 10 - Floating Treatment Wetland Examples (www.martinecosystems.com)

3.5 Watershed Assessment & Management Portal (SWAMM)

A core foundation to the LTS is leadership and coordination, and the use of a web-based platform can serve as an efficient way to align watershed stakeholders and manage activities. Sequenced subwatershed plans can be integrated together in an online system to reduce the complexity of documents and programs across the larger watershed. A centralized system with map data, analysis tools and project tracking will make planning, coordination and implementation more streamlined and effective.

Administration and management responsibilities for the portal would need to be established based on coordination between the City, consultants and stakeholders. The City and watershed program manager would be best suited as the portal “owner,” responsible for its administration and management. Updates and maintenance are included as part of the annual subscription service (software maintenance). The portal system is hosted on secure and backed-up web servers.

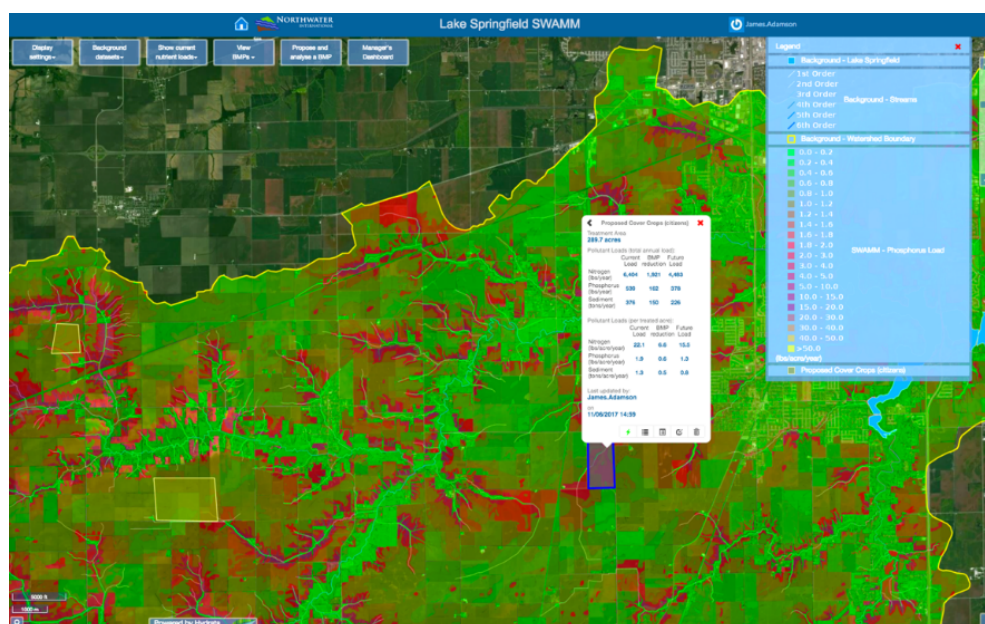


Figure 11 - Screenshot of SWAMM Online Portal

3.6 Grants & Funding

Leveraging City and partner commitments will create a consistent and impactful flow of funding for watershed planning and implementation through various grantors. Applications for two grant programs were submitted in 2020 and are further described individually in Sections 5 and 6. These two initial grants allow transition from planning to implementation rapidly and deliver strong momentum.

1. Regional Conservation Partnership Program (RCPP). \$10M was requested in the initial application for activities through 2026. As it was not awarded, a revised application will be submitted in the summer of 2021 based on feedback from the USDA.
2. Illinois EPA Section 319 Program. Grant applications will be submitted annually to support watershed planning, and strategic BMPs such as lakeshore and ravine stabilization, and regionally significant projects.
3. The Illinois Green Infrastructure Grant program (IGIG) will be explored for urban BMPs and other green infrastructure-related stormwater management projects.
4. Additional state and federal sources and loan programs will be explored for City properties and regionally significant projects.
5. Coordination with educational institutions to secure grants for research that provides additional value and advances the goal of improving water quality.
6. Continued exploration of private/corporate foundation funding in partnership with other organizations to expand initiatives in the lake and watershed. Key priorities identified so far include: Economic Development Corporation of Decatur-Macon County, Ducks Unlimited (RCPP partner), Pheasants Forever (RCPP partner), The Nature Conservancy, Howard Buffet Foundation, McKnight Foundation, the Mosaic Foundation, the Fertilizer Institute, and the Walton Family Foundation.

Section 6.2 outlines an estimated annual budget for activities that will address sediment and nutrient loading to the lake. Grant applications occur annually and are competitive, and not all applications are awarded. Persistence and a clear strategy will ultimately lead to funding opportunities. Continuity in seeking grants and leveraging partnerships will lessen the financial requirements that need to be made by the City.

3.7 Roles & Responsibilities

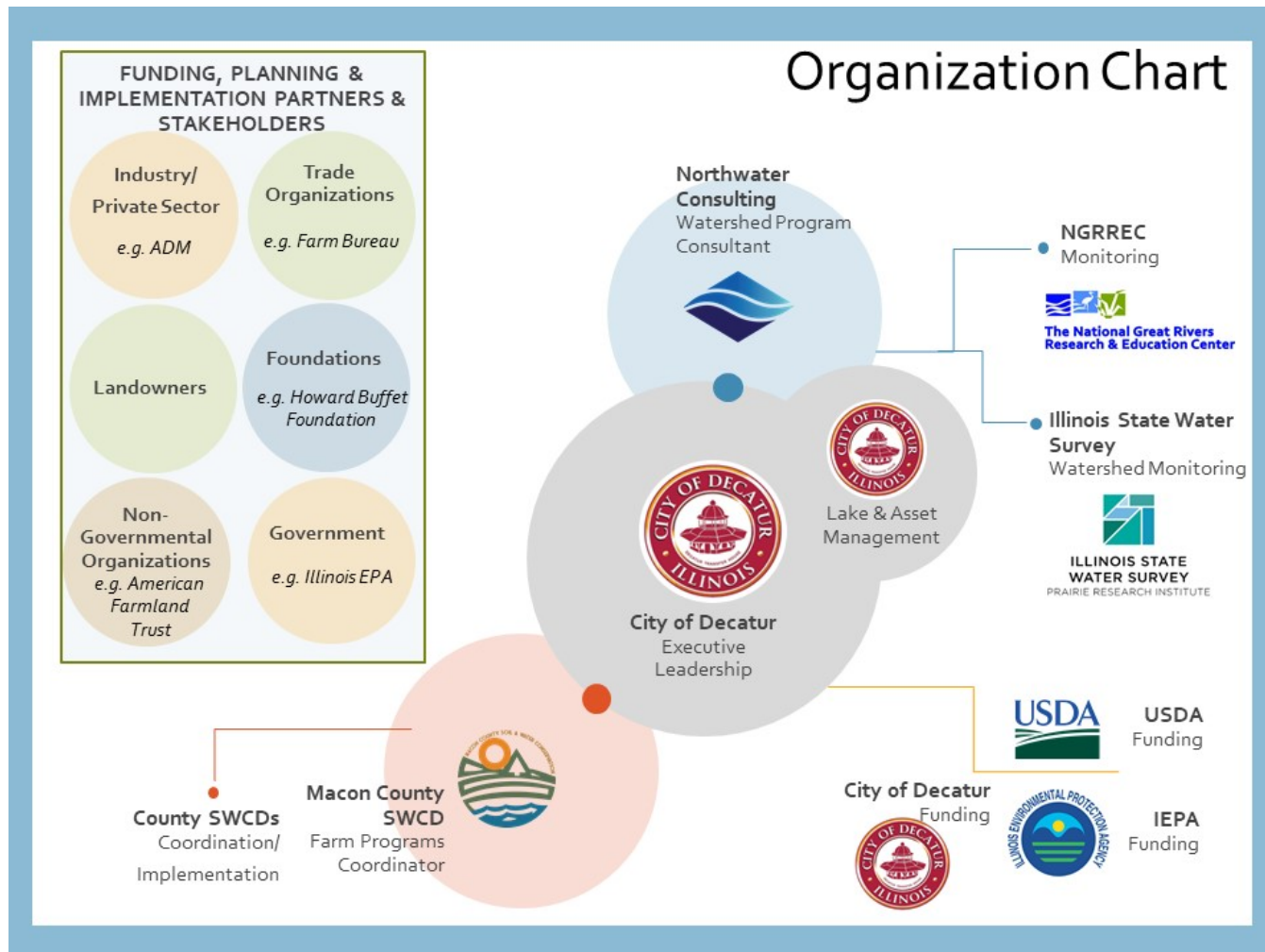


Figure 12 – Planning-level Organizational Chart for Long-Term Strategy

3.7.1 City of Decatur

1. Watershed Scale Executive Leadership

Based on Section 2, a key and necessary responsibility is to adopt the formal “executive leadership” role. This role has been very well served so far, however, the effort necessary will increase significantly as the program advances. The City may need to reprioritize existing staff or consider making a strategic hire(s) for support. Some key roles include:

- Grantee for grant applications and grants.
- Liaison with City Council, Public Works, and other departments.
- Administer, coordinate and oversee contracts related to the watershed program and projects (e.g., contractors, consultants and SWCDs).
- Participate in PR activities, relationship development and meetings with stakeholders.

2. City Staff

Section 2 outlined another City responsibility to restructure and reprioritize existing lake and property management activities to align with watershed program as it evolves. Existing staff resources are best applied to optimizing current operations and activities that enhance improvements to the lake and watershed. The following activities could be prioritized by City staff and guided by approved subwatershed plans:

- Monitoring support (lab analysis of water samples).
- Coordination between SWCDs and consultants/engineers – ongoing.
- Public communications and updates – ongoing.
- Lake shoreline stabilization – 2021 and beyond.
- Floating treatment wetlands as described in Section 3.4.5 and other City-owned construction projects – 2022 and beyond.
- Advancement of ordinances and bylaws as described in Section 3.3 – 2020-2021.
- Engagement with landowners in priority areas (ravines, lake shore, highly erodible lands, etc.) – ongoing.
- Public property management and beneficial use of dewatering basin as described in Sections 3.4.1 and 3.4.2 – 2021 and beyond.
- Oversight of newly acquired MS4 responsibilities – ongoing.
- With assistance, administer future lake and watershed-related grants – 2021 and beyond.
- Continue to support and enhance relationship with the Macon County SWCD/other SWCDs – 2021 and beyond.

Immediate priorities of City staff:

- Bluffs subwatershed plan and related City tasks such as public engagement (underway).
- Oversee new agreement with Macon County SWCD/other SWCDs.
- Resubmit RCPP application and continued engagement with partners alongside the watershed consultant.
- Support monitoring efforts (underway). This includes restarting the Volunteer Lake Monitoring Program and conducting regular sampling.

3.7.2 Soil & Water Conservation Districts

SWCDs in the watershed can serve critical roles and allow the program to connect with landowners and growers, and maintain a more ‘local’ presence decentralized from the City.

Financial support is provided to the Macon County SWCD. There is an opportunity for it to serve a critical role in the LTS and watershed program which is further described below. The LTS and watershed program is an excellent opportunity to review the present arrangement with the Macon County SWCD and optimize it so that it best aligns with the vision for the watershed program. It is important to play to the strengths of the SWCD staff and leverage and those abilities. It is also critical to structure arrangements with lower risks and impacts related to staff

turnover. The City must provide clear direction, expectations and outputs/outcomes for the investments made available to the SWCD(s).

The current level of City financial support can produce more value and meaningful results with some changes and shifting of responsibilities now that there is a strategy and watershed program underway. The City and watershed consultant should develop contract parameters based on a series of clearly defined deliverables, performance measures and tasks. Considerations to strengthen SWCD engagement will generate compound benefits.

1. Make the cost-share program available to all watershed counties. Recommended parameters include:
 - a. Incentive program for maintenance of existing conservation practices, such as cleaning out of terrace systems or re-shaping/seeding grass waterways.
 - b. Filter strip incentive program with lower 5-year annual rental payments. Program allows participating landowners utilize strips for temporary activities related to farming.
 - c. Prioritize locations by expected load reductions and aligned with up-to-date and approved subwatershed plans.
2. Targeted and one-on-one landowner outreach to support a future RCPP and other project priorities outlined in subwatershed plans.
3. Encourage coordination with other partners to deliver education and outreach in the larger watershed and participate in initiatives led by other entities.
4. Coordinate with and provide staff support for other county SWCDs; subcontract services as needed.
5. Oversee and manage administrative elements of a future RCPP, including partner coordination and reporting.
6. Partner with other entities to explore additional grant opportunities for watershed improvements.
7. Contribute to subwatershed plan development. For example, but not limited to:
 - a. Inventory and map all existing BMPs and create a database; other mapping tasks as assigned.
 - b. Conduct field surveys and inventories to support/identify project locations and target implementation activities.

The City should consider the following parameters for engagement with the Macon County SWCD moving forward:

1. Align the new SWCD contract and tasks with a future RCPP and subwatershed planning. Consider assigning near-term tasks to support the Bluffs subwatershed plan.
 - a. Define and establish clear and related performance measures, deliverables and tasks that directly support the LTS and watershed management program.
2. Maintain current staffing budget to execute a reasonable workload associated with administering the cost-share program, grant management/tasks, subwatershed planning and support, education and outreach events, and one-on-one landowner engagement.
 - a. Establish task deadlines.
 - b. Establish regular reporting of hours by assigned task.
 - c. Provide contractual opportunities for task and deliverable-based services beyond current staff allocation. This may include technical service provider needs paid for with federal funds.

Other SWCDs

The City should consider arrangements with other county SWCDs; this is best done after optimizing the program with Macon County.

3.8 Watershed Consultants

Experienced watershed specialists are well positioned to serve the City and provide long-term program management and technical capacity. Consultants can provide guidance, help to direct resources, and oversee the execution of grants, projects and the long-term program. Ultimately, the City will need a firm to execute the following.

1. Develop subwatershed plans in accordance with the sequencing described in Section 3.2.
2. Provide direction with respect to external contracts, including defining tasks, establishment of performance measures and overall guidance.
3. Coordinate and administer grants and implementation projects on behalf of the City and coordinate with partners.
4. Seek out additional opportunities and resources that will generate funding. Assist with grant applications.
5. Provide technical and engineering support for regionally significant projects and initiatives.
6. Provide guidance to staff on lake, watershed and urban area management.
7. Oversee lake and watershed monitoring.

4 Lake Decatur Regional Conservation Partnership Program

4.1 Summary

Strategically, the RCPP is a major launch point and pillar for the management program and LTS. An application for the five-year program initiated in March 2020 and was submitted on November 30, 2020. The application was not awarded and will be adjusted and resubmitted in the summer of 2021. Several partners from the 2020 application are following through on their commitments even without the grant award. This section summarizes the application and how the RCPP will be structured if it is awarded.

The RCPP program:

1. Enables the development and strengthening of partnerships that will extend beyond the life of the grant.
2. Addresses the key sources of sediment and nitrate loading to Lake Decatur.
3. Prioritizes funding for projects that address agricultural parcels and generate the greatest return on investment or “bang-for-the-buck.”

All other activities outlined in the LTS are complementary and provide leverage to help secure the federal funding. The RCPP requires that applicants raise a minimum of one dollar for each dollar requested. This can be in the form of cash expenditures and/or staffing resources. Activities and expenditures related to RCPP objectives can be considered as match.

The Lake Decatur RCPP goals are: (i) to improve water quality by reducing sediment and nutrient loading to waterways, and (ii) protect/enhance habitat. If awarded, funds will be allocated to landowners and growers through cost-share agreements for a suite of practices listed in Table 4.

4.2 Anticipated RCPP Activities & Scope

The RCPP will focus on six categories of effective practices that will reduce nitrogen and sediment loading, improve soil health, intensify in-field management and the application of structural practices, and improve the timing and placement of fertilizer. The overall goal is to achieve measurable improvements in water quality, while generating meaningful grower partnerships and economic benefits. Each practice will be targeted to those areas where the highest annual loadings of sediment and nutrients are occurring.

Table 4 - RCPP Implementation Projects

RCPP Practices	Description
Cover Crops	Cover crops are a key soil health practice and can protect the soil during the months following harvest through early spring when soil is most vulnerable to erosion. Our focus will be on planting cover crops before beans to minimize losses through tile drainage. We will deploy a team of area farmers to “coach” others on the phasing in of cover crops and offer extended 5-year contracts (with diminishing rates in later years) to demonstrate the soil health benefits and get participants “dialed in” so we can maintain those cover crops beyond the RCPP. We DO NOT intend cover crop adoption to be a one-off where growers revert to traditional practices when the cost-share is gone.
Reduced Tillage Practices	Conservation tillage, reduced tillage, no tillage, and strip tillage are select reduced tillage practices that will be targeted to those fields that generate the greatest per-acre sediment and phosphorus loads and those locations where conventional tillage is being performed on highly erodible lands.
Nutrient Management	Nutrient Management Plans will be promoted and targeted to those areas with the greatest need. A team of Technical Service Providers and Ag retailers will work directly with growers to reduce or eliminate the fall application of nitrogen, using soil testing and precision application and timing to get nutrients to the plants when it is needed and not before. The team will help growers realize the Return on Investment (ROI) from doing so.
Filter Strips	Filter strips will be offered as five-year contracts at lower cost-share rates by allowing landowners to return these areas to production, if needed. Initial outreach indicates that more wide-spread adoption will occur if this type of incentive is offered.
Constructed Wetlands	This structural practice will be offered where planning has identified load reductions can be maximized. In addition, we will work with watershed partners that own and maintain permanently protected areas to develop wetlands that drain adjacent crop ground.
Drainage Water Management & Saturated Buffers	These edge-of-field practices will be targeted to priority locations where treatment of tile nitrogen can be maximized. We will look to offer automated DWM systems and propose practical changes to existing design standards such as revisiting the LiDAR exclusion. Our team will offer hands-on training to ensure the timing of water management is consistent with periods of high nutrient loading and to increase adoption.
Targeted Structural Practices	Strategic and very targeted structural practices will be offered including grassed waterways, terraces/water and sediment control basins, field borders, and grade control structures.

Local partners (i.e., County Farm Bureaus and Ag retailers) will conduct outreach to targeted areas, relying heavily on private sector resources to provide the needed capacity. All work will be guided by subwatershed plans and a robust water quality monitoring program. As part of the LTS, these plans will identify individual sites and critical areas for the implementation of priority practices. Addressing areas that produce the highest nutrient and sediment loading will achieve the greatest return on investment.

4.3 RCPP Partner Summary

Government - units of government will play key roles in leveraging the execution of the RCPP, as well as complementary watershed initiatives and regionally significant projects previously discussed.

Agricultural & Trade Organizations - groups such as state and county Farm Bureaus, are critical to the RCPP. These organizations will be responsible for outreach, coordination and technical assistance.

Private Sector – Engineers and consultants, soil health and crop specialists, farm managers, ag retailers, technology companies, and corporations make up a large portion of the RCPP team. The intent is to have the private sector take the lead as it is uniquely positioned to leverage substantial financial and technical resources and manage on-the-ground conservation in a timely fashion.

Non-Governmental Organizations (NGO) - NGOs operate in the watershed and work with the farming community and others to promote and forward conservation and innovation. Several key partnerships have been formed to leverage those staff resources and directly benefit the RCPP.

Institutional - institutions, such as the University of Illinois and other research-based entities, will provide valuable in-kind services to help in measuring outcomes. Several entities have agreed to allocate existing research programs and resources to the watershed and partner with the City and Northwater to execute an expansive water quality monitoring program. These resources will leverage RCPP dollars and provide value.

4.4 RCPP Budget

Based on federal funding limits and anticipated partner contributions from the 2020 application, a total project value of up to \$25.7M is expected and outlined below:

1. \$10M in federal RCPP funding
 - a. \$7.0M for direct payments to landowners/growers for conservation practices. The USDA can award less than requested.
 - b. \$3.0M for technical assistance, outreach, enhancement activities, survey, design, and engineering. These funds will be provided to the City to administer and allocate to other groups and individuals assisting in executing the RCPP.
2. \$15.7M in partner contributions
 - a. \$4M City of Decatur, primarily leveraging of existing expenditures.
 - b. \$11.7M in partner contributions, including cash and in-kind services.

5 Illinois EPA Section 319 Grant #1

5.1 Summary

The first Illinois EPA Section 319 grant application was submitted in August 2020. The grant application includes funding requests for project implementation and subwatershed planning. This grant award will allow the City to immediately start addressing sediment and nutrient loading at high-priority locations near the lake. It will also help fund the costs of planning.

5.2 Grant Activities

The first grant application includes the following activities:

1. Construct a series of treatment wetlands in the Big/Long Creek and Friends Creek subwatersheds. The sites are on permanently protected Macon County Conservation District property. Expected annual load reductions to Lake Decatur: 588 lbs nitrogen, 122 lbs phosphorus, and 243 tons sediment.
2. Update old, outdated, or existing subwatershed plans focusing on areas downstream of Monticello where the ISWS has indicated sediment yields are highest. In partnership with the Macon, DeWitt, and Piatt SWCDs, improve the Friends Creek plan to include site-specific projects. Subwatershed plans for Sand Creek, Wildcat Creek and Willow Branch also will be completed.
3. Stabilize a severely eroding forested gully in the Bluffs subwatershed, adjacent to Lake Decatur. This site contributes excessive sediment and nutrient loads and is expected to achieve annual reductions of 239 lbs nitrogen, 106 lbs phosphorus, and 172 tons sediment.

5.3 Budget

The Illinois EPA Section 319 program requires a minimum 40% match contribution. Total cost of the current (submitted) application is \$250,000.

1. \$150,000 of federal funds.
2. \$100,000 of combined City, Macon County Conservation District, and private landowner funds.
 - a. City of Decatur - \$72,880. These funds have been proposed by Northwater in Phase III and will leverage an additional \$109,320 of grant funds to complete a series of subwatershed plans.
 - b. Macon County Conservation District will provide \$15,120 of contractual match to construct treatment wetlands. This contribution will leverage \$22,680.
 - c. A private landowner adjacent to the lake will provide \$12,000 of time and materials to stabilize an eroding stream channel. This contribution will leverage \$18,000.

6 Long-Term Strategy Timeline & Budget Simulation

The LTS requires significant financial resources to achieve desired outcomes for Lake Decatur and its watershed. Sections 4 and 5 outline two primary grant programs targeted to leverage City investments and secure a significant portion of the financial resources to implement. Grant resources are considered very important to accelerate action and reduce financial and administrative burden.

Regardless of the source(s) of funding, the strategy presented remains largely the same. Without the support of grants, similar results can be achieved but would require more significant financial and staff investment from the City (e.g., \$20M versus \$4M). The timeline of the LTS would also be affected because grant periods and associated terms and conditions influence partner involvement and how the LTS is executed. Outreach investments have created partnerships that will remain and can be leveraged to some degree even without grant programs.

In the absence of grants, greater investments will be necessary to maintain impactful partnerships and develop projects. The City would need to create and administer producer incentive programs and micro-manage hundreds, or perhaps thousands of projects and transactions. The LTS timeline and budget is presented considering grant support, and outlines what things may look like with the reduction of such support.

6.1 Timeline

6.1.1 Grant Supported

Figure 13 outlines a timeline for the LTS based on significant grant support. The timeline spans from 2020 through 2026 and is primarily driven by the five-year period of an RCPP which would could start in late 2021 if awarded. Illinois EPA 319 grants will be applied for annually as sequenced plans are completed and approved. The first application was submitted in August 2020.

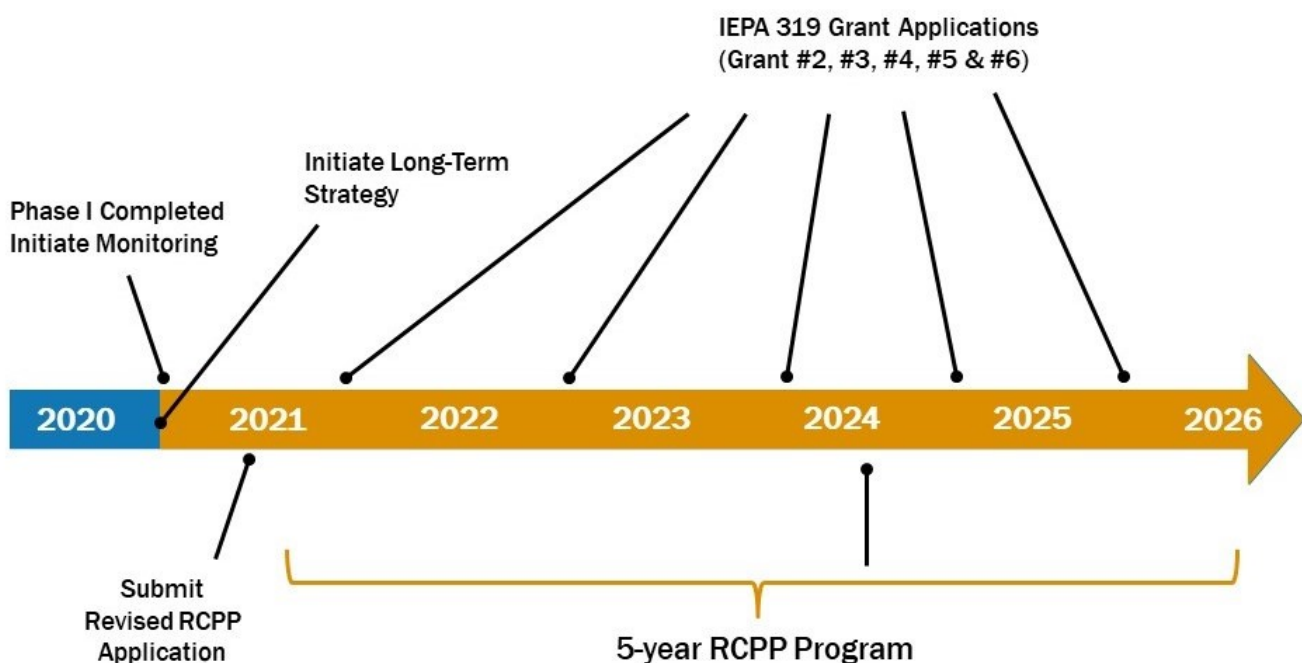


Figure 13 – Long-Term Strategy Timeline with Grant Support

6.1.2 Reduced Grant Support or No External Support

In the absence of grant or financial support, the timeline could at least double to achieve goals and objectives. The duration would depend on whether any grants are received, and the level of annual funding the City is willing to commit. Even if Decatur is committed to the same annual influx of financial resources as grants, watershed partnerships would likely be less impactful.

6.2 Budget Simulation

6.2.1 Grant Supported

Table 5 outlines a financial simulation of the long-term strategy for planning purposes. Over a six-year period, over \$10M of direct (not including match) funding will have been generated resulting from City investments. Large-scale projects, infrastructure and substantial watershed and water quality benefits will be realized, while minimizing costs to the City. The net financial return on investment of the LTS is conservatively estimated to be greater than \$6.5M, or 185%.

The City expenditures over six years are estimated at \$4M, much of this already allocated. These expenditures are leveraged to bring in an additional \$11.7M into the watershed over six years.

Table 5 – Planning Level Financial Simulation of Long-Term Watershed Program

	2021	2022	2023	2024	2025	2026	Total
Program Expenditures							
Program Consultant	\$299,463	\$225,000	\$155,000	\$155,000	\$155,000	\$115,000	\$1,104,463
Grant Management	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$500,000
SWCD Watershed Cost Share	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
SWCD Staffing	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$720,000
ISWS Monitoring	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$180,000
Other (i.e. SWAMM)	\$25,000	\$70,000	\$4,000	\$4,000	\$40,000	\$6,000	\$149,000
Project Expenditures							
Dewitt Well Site	\$9,000	\$30,000	\$3,200	\$3,200	\$3,200	\$3,200	\$51,800
Dewatering Basin	\$150,000	\$60,500	\$80,500	\$10,000	\$10,000	\$10,000	\$321,000
Floating Wetlands	-See Breakout Budget Simulation-						
Lake Bathymetry	\$150,000	-	\$30,000	-	\$30,000	-	\$210,000
Net Projected Expenditures	\$883,463	\$685,500	\$572,700	\$472,200	\$538,200	\$384,200	\$3,536,263
Watershed Income							
IEPA 319 Income	\$50,000	\$100,000	\$150,000	\$200,000	\$150,000	\$100,000	\$750,000
RCCP Grant Income	\$500,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$500,000	\$9,000,000
Other Income / Grants*	\$25,000	\$42,000	\$52,000	\$73,000	\$73,000	\$80,000	\$345,000
Net Watershed Income	\$575,000	\$2,142,000	\$2,202,000	\$2,273,000	\$2,223,000	\$680,000	\$10,095,000
Net Financial Gain / (Loss)	(\$308,463)	\$1,456,500	\$1,629,300	\$1,800,800	\$1,684,800	\$295,800	\$6,558,737
Financial ROI on City Expenditures	-35%	212%	284%	381%	313%	77%	185%

Table 6 outlines a possible budget simulation for the floating treatment wetlands project. The feasibility study will support further advancement of this project. Approximately \$4.8M is estimated for feasibility, engineering and construction. Based on preliminary due-diligence of funding sources, it is estimated that \$3M - \$4M of grant funding could be secured if it does advance. The sediment and nutrient benefits and ROI will be determined during the feasibility process.

Table 6 - Planning Level Financial Simulation of Floating Treatment Wetlands Project

	2021	2022	2023	2024	2025	2026	Total
Floating Treatment Wetlands							
Feasibility Studies & Grant Applications	\$4,500	\$55,000	-	-	-	-	\$59,500
Engineering & Permitting	-	-	\$74,000	\$22,000	\$22,000	-	\$118,000
Construction	-	-	-	\$2,250,000	\$2,250,000	-	\$4,500,000
Monitoring / Maintenance	\$150,000	-	\$30,000	-	\$4,500	\$12,500	\$197,000
Net Projected Expenditures	\$154,500	\$55,000	\$104,000	\$2,272,000	\$2,276,500	\$12,500	\$4,874,500
Income							
Grants	\$25,000	\$42,000	\$52,000	\$1,750,000	\$1,750,000	\$80,000	\$3,699,000
Net Income	\$25,000	\$42,000	\$52,000	\$1,750,000	\$1,750,000	\$80,000	\$3,699,000

6.2.2 Reduced Grant Support or No External Support

With the absence or reduction of grant funding and other supporting resources, the LTS can still be implemented. Under such a scenario, the City will need to invest substantially more financial resources and rely more heavily on the private sector, existing staff and partnerships to achieve the same level of results. As noted in Tables 5 and 6, approximately \$20M would be needed to execute the proposed LTS without the support of any grant funds.

7 Immediate Next Steps

The immediate next steps are included and incorporated into Northwater's Phase II contract and scope of services.

Table 7 - Immediate Next Steps for Long-Term Strategy

Phase 2 Activities	Description
Task 2.1. Nine Element ¹ Watershed Plan and 319 Application – Bluffs Watershed <i>¹Nine minimum elements for planning are defined by the EPA that make the plan eligible for grant funds</i>	Complete subwatershed plan. Apply for section 319 implementation grant for Bluffs subwatershed.
Task 2.2. City Property Assessment and Planning	Continued support in assessment, planning and management of the dewatering basin. Assessment of City-controlled properties and development of a plan to capitalize on opportunities to improve water quality. Support the City in developing guidelines and by-laws for lakeshore property transactions.
Task 2.3. United States Department of Agriculture (USDA) Regional Conservation Partnership Program (RCPP) application resubmittal	Adjust the 2020 application based on USDA comments and resubmit grant application – summer, 2021.
Task 2.4. Advancement of Special Projects and Initiatives	Phase I identified special projects and initiatives that warrant special attention and advancement due to the potentially significant water quality benefits and RCPP leveraging opportunities.
Task 2.5. Monitoring Program	Coordinate with the Illinois State Water Survey (ISWS) regarding monitoring at three stations (Sangamon at Cisco Bridge, Long Creek, Friends Creek). Design and install automatic monitoring station at Cisco Bridge in partnership with NGRRC - to be completed after RCPP award notice. Perform storm-event sampling at three stations and baseline monitoring of potential BMP sites. Manage database. Lake sediment monitoring plan, with first bathymetry survey to occur in the Fall of 2021.

8 Appendices, Addendums & Amendments

This section is a placeholder and intended for cataloging advancements, developments and modifications with regards to the LTS as the watershed program advances and evolves.

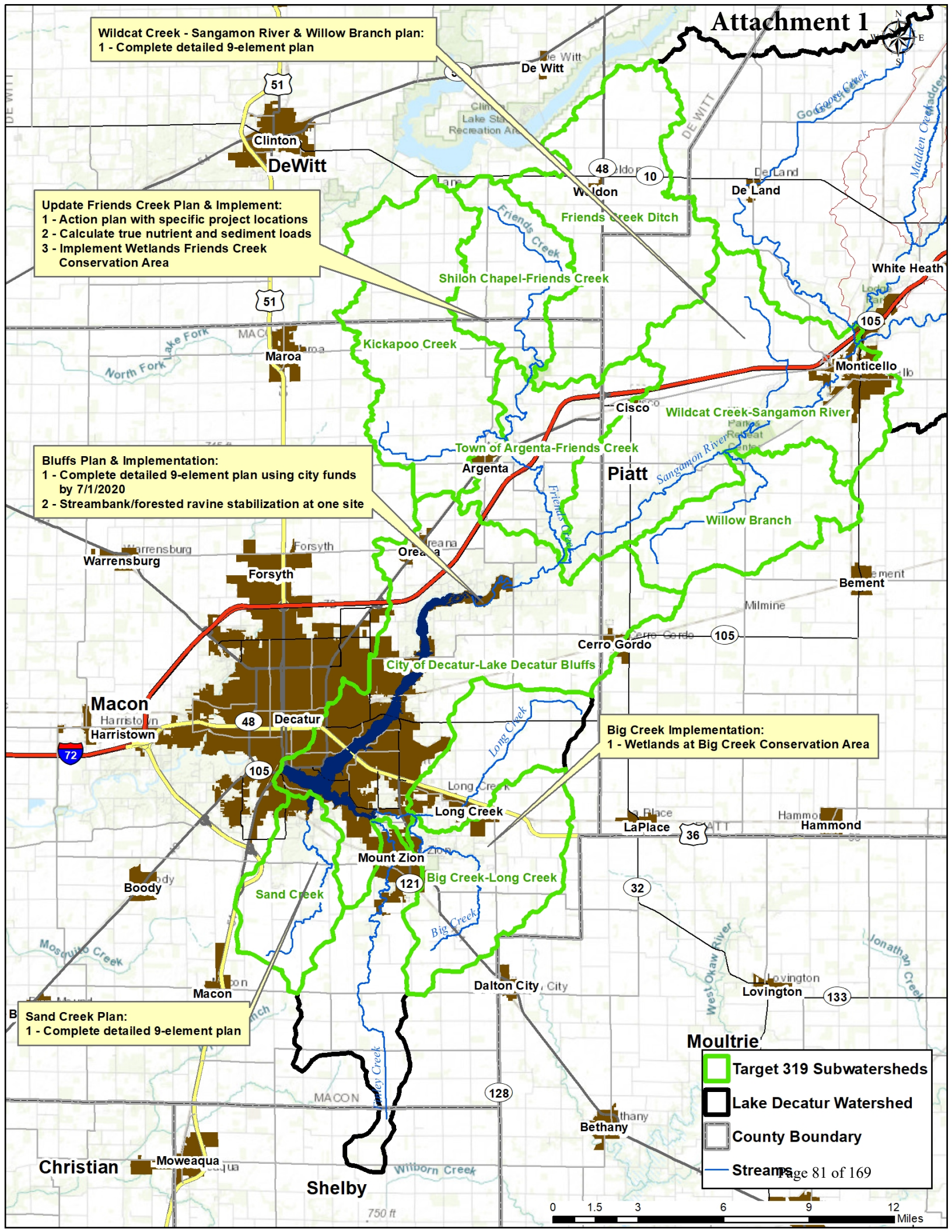
Wildcat Creek - Sangamon River & Willow Branch plan:
1 - Complete detailed 9-element plan

Update Friends Creek Plan & Implement:
1 - Action plan with specific project locations
2 - Calculate true nutrient and sediment loads
3 - Implement Wetlands Friends Creek Conservation Area

Bluffs Plan & Implementation:
1 - Complete detailed 9-element plan using city funds by 7/1/2020
2 - Streambank/forested ravine stabilization at one site

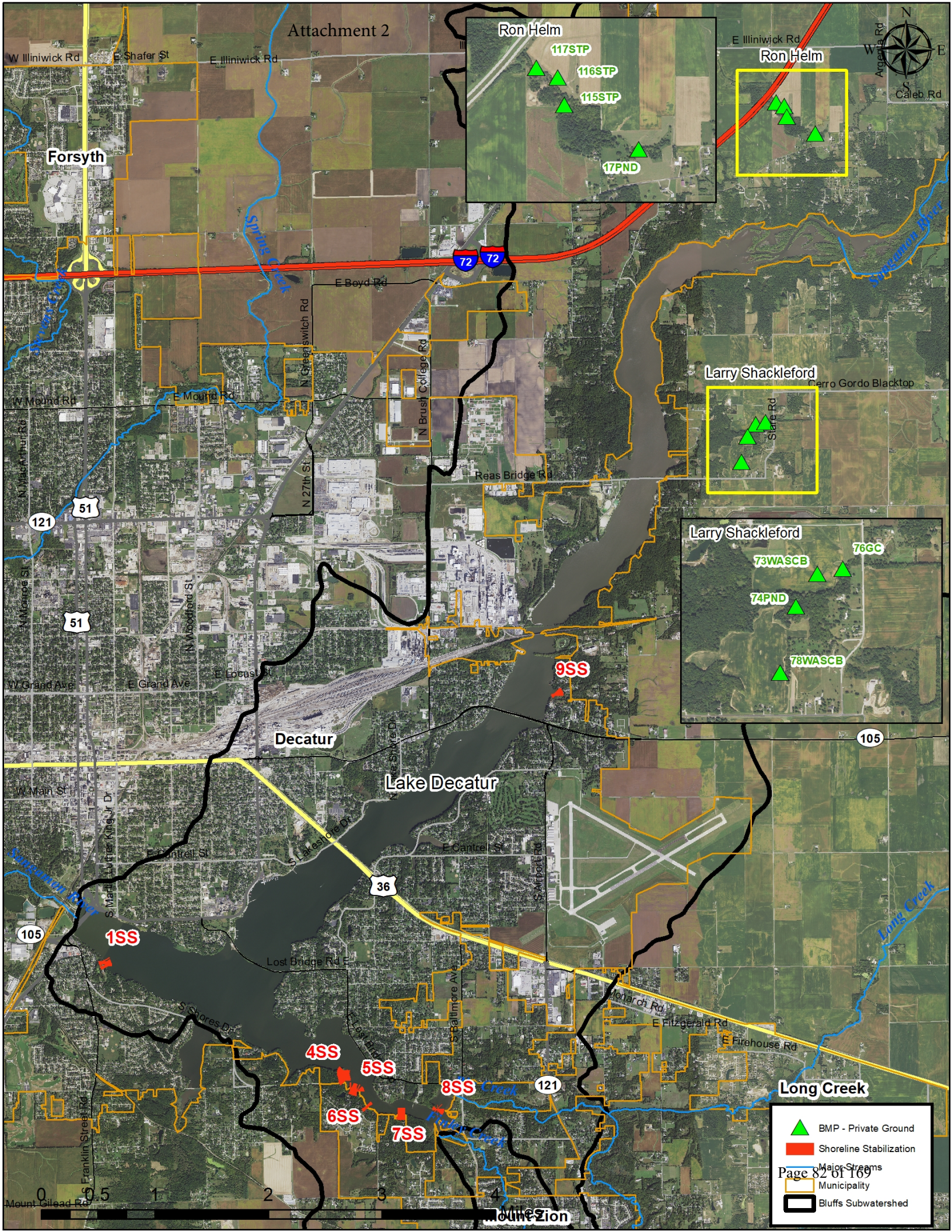
Big Creek Implementation:
1 - Wetlands at Big Creek Conservation Area

Sand Creek Plan:
1 - Complete detailed 9-element plan

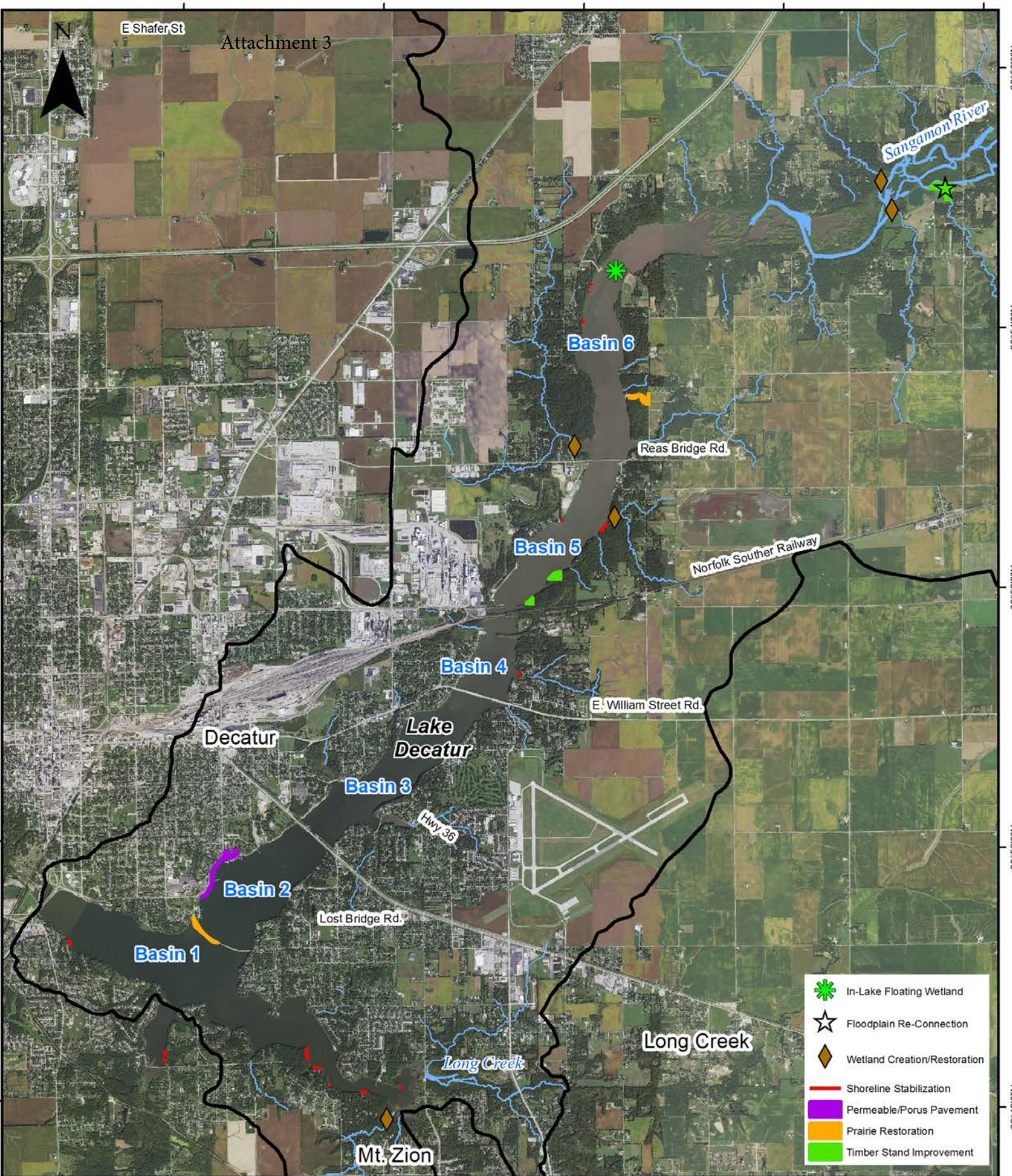


Moultrie

- Target 319 Subwatersheds
- Lake Decatur Watershed
- County Boundary
- Streams

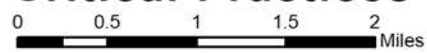


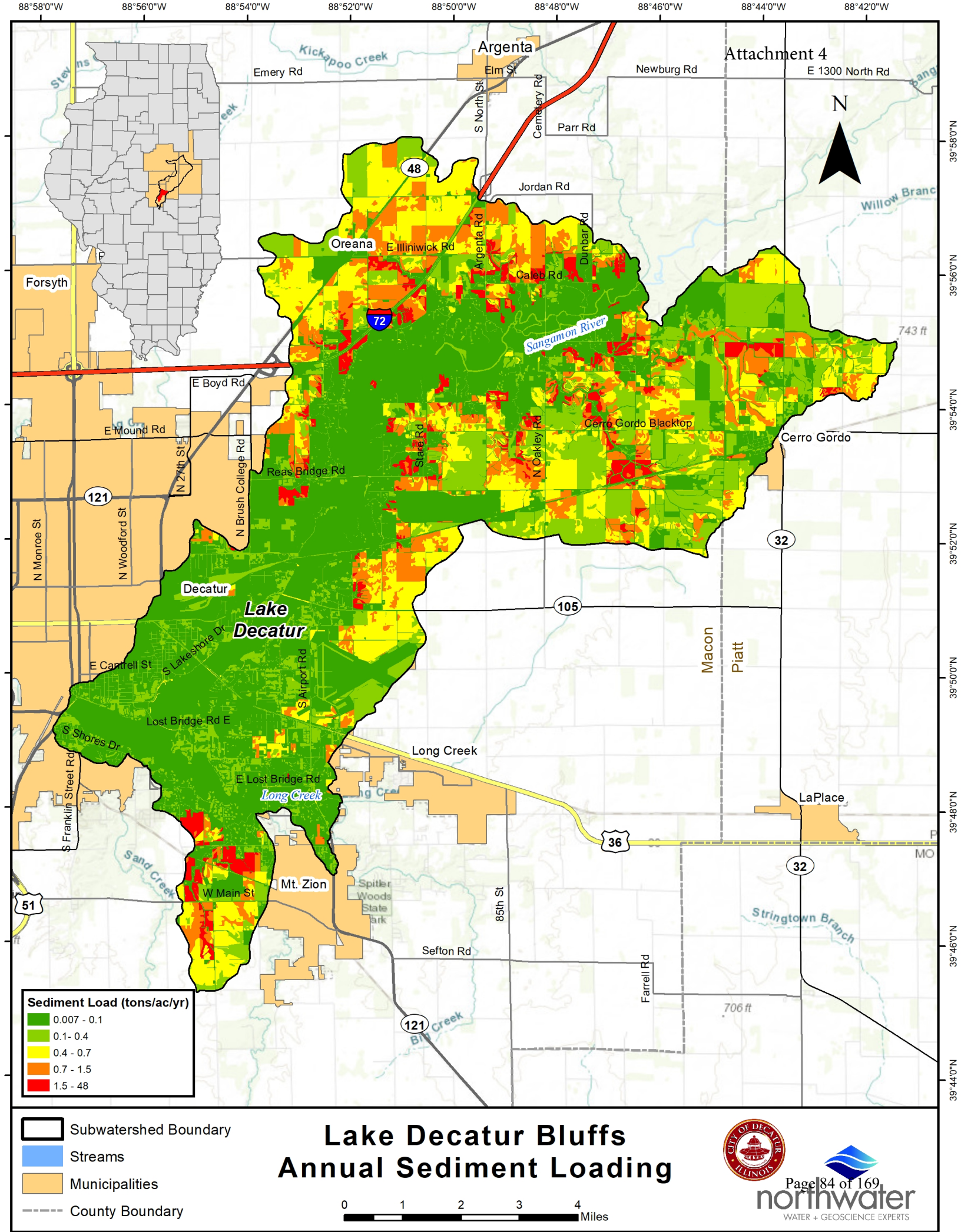
▲ BMP - Private Ground
— Shoreline Stabilization
— Major Streams
 Municipality
 Bluffs Subwatershed



 Subwatershed Boundary
 Streams

Lake Decatur Bluffs City-Owned Critical Practices





SUBJECT: Resolution Authorizing the Execution of an Agreement for the Workforce Development Systems Assessment, Strategy and Implementation Project

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Key Strategic Proposal	Exhibit
Key Strategic Addendum	Exhibit
Agreement	Exhibit

COMMUNITY DEVELOPMENT MEMORANDUM

No.

November 1, 2021

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Cordaryl “Pat” Patrick, Director of Community Development

SUBJECT: Resolution Authorizing Contractual Service Agreement with Key Strategic for development of a Workforce Development System Assessment, Strategy and Implementation

RECOMMENDATION: Staff recommends approving a contractual agreement with Key Strategic to develop a workforce eco-system model to be utilized by the City of Decatur and core groups of community-based organizations, workforce development agencies, support organizations and employers to improve and enhance the workforce development system by establishing a “grass roots” approach to employing low-moderate income and minority residents here in Decatur.

BACKGROUND: Since the start of the Covid-19 pandemic, residents of all ages have been dislocated and disrupted, especially those in the service workforce. We believe there is a need to assist low-moderate income individuals with re-tooling their job skills to meet the demand for entry-level and managerial careers in Decatur, IL in an equitable and intentional format. A gap in the workforce preparedness system is, descriptions and reports regarding the profile of the population to be served in low-moderate income communities, as developed by public and/or academic labor research entities, overlook important “real-life” insight to the challenges low-moderate income neighborhoods and residents face in acquiring skills and gaining employment. To effectively implement this scope of work, one must approach it through the lens of racial equity and racial healing.

The Consultant will work closely with the city’s Economic and Community Development Department’s staff to plan and implement a series of meetings and workshops with community partners. The Consultant’s responsibilities will be focused on planning, preparing, and facilitating the meetings to identify workforce needs, existing resources and gaps in the Decatur workforce ecosystem and present a strategy and implementation roadmap to strengthen the system.

The objectives for this project include:

- a. Develop a model for workforce training partners, community-based organizations, workforce development agencies and employers to coordinate, improve and enhance the workforce development system in Decatur, IL. Ideally, one agency will be the lead agency, who will provide communication and updates, report accomplishments and keep partners involved and moving to implement the shared workforce goals.
- b. Improve the workforce development system that connects and supports low-moderate income and minority residents to gainful employment and careers.

- c. Develop a comprehensive process-driven workforce development system that improves efficiency, organizational effectiveness and outcomes for low-moderate income and minority residents.
- d. Introduce innovative workforce development tools and activities designed to meet the needs of the City of Decatur.
- e. Assess the social services system and identify opportunities to collaborate with the workforce development partners.
- f. Identify and introduce a pilot training program that incorporates best practice operating procedures, designed by a multi-organizational effort.

It is also important to note workforce development is one of the Council priorities derived from the 2019 and 2021 Council strategic planning retreat.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Economic Development Council of Decatur, Workforce Solutions and Richland Community College.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR THE WORKFORCE DEVELOPMENT SYSTEMS ASSESSMENT, STRATEGY
AND IMPLEMENTATION PROJECT**

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

Section 1. That the Agreement, between the City of Decatur, Illinois and Key Strategic for the workforce development systems, assessment, strategy and implementation project is hereby, received, placed on file and approved.

Section 2. That the base bid of Key Strategic in the amount not to exceed \$96,825 be hereby accepted, and awarded accordingly.

Section 3. That the Director of Economic and Community Development be, and is hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois and Key Strategic, Inc. for their not to exceed bid price of \$96,825.

Section 4. That the Director of Economic and Community Development be, and is hereby, authorized and directed to expand the scope of work to include Macon County, if an addendum is approved by the County Board to cover the cost of the addendum in an amount not to exceed \$25,350.

PRESENTED and ADOPTED this 1th day of November 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PROPOSAL RESPONSE

To

**CITY OF DECATUR, ILLINOIS
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSAL 2021
WORKFORCE DEVELOPMENT SYSTEMS ASSESSMENT, STRATEGY AND IMPLEMENTATION**

FROM

**BARRY G. MACIAK
D/B/A KEY STRATEGIC
4420 VISTA AVENUE
ST. LOUIS, MO 63110**

Barry G. Maciak

**EMAIL: BARRY@KEY-STRATEGIC.COM
PHONE: 412-215-7400**

**EIN #: 23-2943388
DUNS#: 114414684**

**SUBMITTED FOR CONSIDERATION
JULY 14, 2021**

Key Strategic is pleased to respond to this Request for Proposal to provide a Workforce Development Systems Assessment, Strategy and Implementation plan for the City of Decatur Economic and Community Development Department. Key Strategic will be the principal contractor working with an experienced subcontractor, Innovative Design Edge, LLC to deliver professional services to meet the objectives as outlined in the RFP.

Workforce Development Experience

Key Strategic

Key Strategic is a social impact consultancy. The sole proprietorship was formed by Barry G. Maciak in Missouri on December 17, 2017. Since forming Key Strategic Mr. Maciak has contracted with:

- Beyond Housing, a community and economic development organization in St. Louis, to craft a strategy and identify economic and workforce development initiatives that support food security and workforce development needs of local residents. These initiatives will be housed in a new, HUD financed community/commercial facility located in Pagedale, MO.
- Econometrica, Inc. a HUD certified technical assistance provider, to serve as the senior strategic advisor and local community engagement consultant to conduct and deliver a Workforce Development Gap Analysis and Strategic Plan for the St. Louis Promise Zone.
- Propel Kitchens, a black led non-profit, work integrated social enterprise community kitchen. Mr. Maciak is the co-founding developer of Propel Kitchens and serves as the Consultant for Social Enterprise Development under a Missouri Foundation for Health grant.
- Saint Louis University to serve as the their first Social Entrepreneur in Residence.

Prior to moving to St. Louis in 2017, so that he and his wife would be near their son and family, Mr. Maciak was the founder and managing partner of World-Class Industrial Network, LLC (WIN) in Pittsburgh, PA. Mr. Maciak was also the lead strategist and consultant for WIN's Workforce Innovations practice. Mr. Maciak's work in this field has earned him and his clients numerous awards for innovation and best practice recognitions by organizations including the Aspen Institute, Jobs for the Future, PriceWaterhouseCooper, University of Pittsburgh Center for Social and Urban Research, SURDNA Foundation, Team Pennsylvania Foundation, the Wall Street Journal and the City of Pittsburgh.

For over twenty years, WIN was deeply engaged with the the Commonwealth of Pennsylvania's Department of Labor and Industry in developing and contract managing innovative programming and training through multiple Workforce Innovation and Opportunity Act centers across the state. The Chair of the Pennsylvania Workforce Development Board dubbed Mr. Maciak and his senior partner at WIN the 'Batman and Robin' of Workforce Development.

During his tenure at WIN and now at Key Strategic, Mr. Maciak has lead over 150 workforce development engagements for over 80 clients. Mr. Maciak has served as the principal strategy consultant, founder and/or C-level executive for each of the twelve sample workforce development initiatives listed below.

National

National Consortium for Supplier Training

Twelve US-Based Global Corporations including Motorola, Bayer, Texaco, Chrysler, Texas Instruments, etc. pooled foundational supplier training and diversity initiatives to increase US-based suppliers and diversify their supply chains. Mr. Maciak organized and managed the Pennsylvania Chapter and became a member of the national leadership team.

National Tooling and Machining Association

After founding New Century Careers, a workforce development and training program to meet the needs for qualified machinists and create a more diverse workforce for manufacturers in SW Pennsylvania, the National Tooling And Machining Association hired WIN to design and implement Precision Jobs in Advanced Manufacturing to expand the program nationally.

Statewide

Pennsylvania Industry Partnership

WIN was engaged to research and design a statewide initiative to identify industry clusters with the highest levels of employment and those emerging industries that needed workforce to grow. Nine geographic based job clusters were designated and a model was created to incentivize employers in each cluster to work collaboratively with community and intermediaries to recruit, train and hire workers. The resulting Industry Partnership program was implemented throughout Pennsylvania and was adopted in several other states. WIN became the largest contract manager for Industry Partnerships in Pennsylvania in multiple clusters including: Renewable Energy, Advanced Manufacturing, Health Care, Finance and Insurance, Logistics and Transportation, Construction and Homeland Security.

Penn State University

Pennsylvania Department of Labor and Industry co-contracted with Penn State University and WIN to design and deliver a Professional Workforce Development Quality Training Certification for 3500 of the States WIOA Career Services workers.

West Virginia

The Community College System in West Virginia contracted with WIN to research and identify occupations, career paths, skills and certifications required for residents to access jobs in the emerging Marcellus Shale industry. The resulting report, training programs and strategic implementation plan was adopted by the Community College System statewide.

Regional

New Century Careers

Mr. Maciak was the co-founder and principal developer of New Century Careers (NCC), a nationally recognized collaborative designed to meet the critical skills gaps in the manufacturing sector. NCC's Manufacturing 2000 (M2K) entry level machinist training program targets low-income, minority and women candidates to fill the skills gap in the precision machining industry and improve diversity in the regions manufacturing workforce. M2K is the principle supplier of entry-level machinists in Southwestern Pennsylvania. Mr. Maciak served as president of New Century Careers until November 2011 and continued to serve as a Board Member until 2016.

North Central PA Workforce Investment Board Incumbent Health Care Worker Career Ladder Pilot

WIN completed a multi-year pilot project to demonstrate the applicability and feasibility of creating regional workforce educational partnerships in north central Pennsylvania to address the need for a more affordable and accessible system of education and training. This collaborative project of the regional workforce investment board, the University of Pittsburgh, Lock Haven University and South Hills School of Business directly addressed the need to move incumbent workforce into coding, billing and related occupations within the Dubois Regional Health System and Elk Health System hospitals. This project was designed, executed and managed by WIN under contract with the North Central Workforce Innovation and Opportunity Act Board of Directors.

Community Kitchen of Pittsburgh and Propel Kitchens in St. Louis

Mr. Maciak is the founder and development consultant for two community kitchens in the U.S. Community kitchens operate primarily as a culinary workforce training program, partnering with regional workforce development intermediaries, to recruit and train individuals in a 'Work Integration Social Enterprise' that deploys a market-based approach for workforce development and labor market integration. This social enterprise model offers employment and training opportunities as well as bridges into the mainstream labor market for individuals facing barriers to employment. Mr. Maciak has also organized and launched two social enterprise subsidiaries of Propel Kitchen that create jobs and equity opportunities in the food security ecosystem for black and brown plant-based entrepreneurs.

St. Louis Promise Zone

Mr. Maciak served as the workforce development subject matter expert for Econometric, Inc., a HUD certified technical assistance provider that was contracted to conduct a Workforce Development Gap Analysis and Strategic Plan for the St. Louis Promise Zone. Mr. Maciak provided the process-driven systems approach that became the foundation model for the engagement.

Duquesne University

Mr. Maciak was the developer and manager of the Institute for Economic Transformation at Duquesne University. He served under contract as the Executive Director of the Institute for seventeen years while also managing WIN. The Institute gained numerous awards for innovation in executive education, corporate training, supply chain and workforce development initiatives.

A Philip Randolph Institute

WIN was the strategic and management consultant for three initiatives developed by the Institute to increase the number of minorities in the construction trades. Mr. Maciak led the engagements that expanded Breaking the Chains of Poverty and implemented and managed the Green Jobs Initiatives and the Workforce Clearinghouse.

Dollar Energy Fund

Mr. Maciak was a founding board member of Dollar Energy the fourth largest 'fuel fund' in the U.S. DEF was created in 1983 with a mission to provide utility assistance to low-income families experiencing hardships throughout South Western PA. Mr. Maciak served on the DEF board of directors for ten years. Five years after he left the board, WIN was engaged by DEF to identify opportunities to train, employ and create sustainable career pathways for low-income clients served by DEF. Mr. Maciak led the WIN team in identifying, designing and implementing a Customer Service trading program for DEF clients, establishing a social enterprise within DEF to provide customer service support to other utility fuel funds around the U.S. and, create 120 call center jobs.

Innovative Design Edge, LLC

Erica Henderson, owner/principal of Innovative Design Edge, LLC has built credibility amongst residents, corporate leaders, community organizers, educational institutions, non-profits and civic leaders through a variety of engagements. She has led numerous projects and initiatives that have built regional capacity for achieving equitable and sustainable development at both the programmatic and public policy level. Additionally, she has facilitated and conveyed regional workforce development partners around advancing workforce readiness. A few examples of her work in this field include:

Accenture-My Path, My Future

This public private partnership is designed to put families on a path towards achieving economic success. The intentionality around equitable workforce opportunities and expanding access to education, training and employment in the Promise Zone footprint is critical to transforming our region and having a substantive, generational and economic impact. Pilot objective aimed to

support 100 mid-career workers (25+) from the Promise Zone to reskill and transition into high demand/automation resilient work across IT, healthcare and advanced manufacturing.

St. Louis Promise Zone Workforce Development Connectivity Gap Analysis and Needs Assessment

Submitted proposal to HUD to fund this Gap Analysis and Assessment. Funding was awarded under a HUD Technical Assistance Grant and a certified HUD TA provider, Econometrica, LLC was selected. Econometrica subcontracted with Key Strategic to provide the 'process driven systems' model as a common language to conduct research and develop a strategic plan of action to address the Gaps and Needs identified in the Assessment. Ms Henderson, as the executive director of the St. Louis Promise Zone, provided leadership and guidance to support Econometrica's efforts produce the strategic plan and blueprint for action for the region.

Developed Equitably Redeveloping Your Community

A six part series to provide an opportunity for diverse members of the community and business owners to become educated on the process of equitable community development in partnership with the Urban Land Institute and the Heartland Black Chamber of Commerce. This series was followed up by an intense 16 week READI program to take a deeper dive into equitable economic development and evaluation of social impact investment in the St. Louis Region.

Neighborhood Leadership Fellows Program

The Spring of 2020 begins the third cohort of fellows made up of Promise Zone residents who participate in 9-months of training to prepare them diversify state- level boards and commissions or run for office, bringing their inclusive voices and those of their communities to the decision making tables. This program has been successful with fostering equitable leadership opportunities. To date this program has graduated 46 and has a current cohort of 25 individuals.

St. Louis Racial Equity Summit-Organized

STL Promise Zone partnered with Forward through Ferguson, Clark-Fox Policy Institute, Focus St. Louis and United Way to host a racial equity summit bringing together over 540 participants to explore the path towards racial equity in St. Louis. The summit was a tremendous success with 65 speakers and 20 breakout sessions to further explore the importance and value add of racial equity.

St. Louis ReCast-Projects for Community Well-Being-Assisted

Worked with St. Louis County Public Health Department in securing a five-year, \$4.7 million grant from the Substance Abuse and Mental Health Services Administration. The main goal of the grant is to have a more equitable process in creating community change through community-based participatory approaches. The services include: Mental Health, Peer Support, Youth Engagement, Violence Prevention and Trauma-Informed Care in the most distressed areas of the Region. As a result of this grant 7,284 people received training in mental health promotion, 4,176 people received mental health services and over 110,000 individuals were exposed to mental health awareness messaging.

Approach

Key Strategic proposes to meet the six objectives outlined in the RFP and develop a model for a more inclusive and equitable workforce development system in the City of Decatur, IL.

A proven Process-Driven Systems model will be deployed to enrich methods, to connect low-moderate income and minority residents to training, jobs, and career advancement with regional employers.

Key Strategic posits that, to design and implement truly inclusive and just workforce development programs, that produce measurable results, it is imperative to recognize that low-moderate income

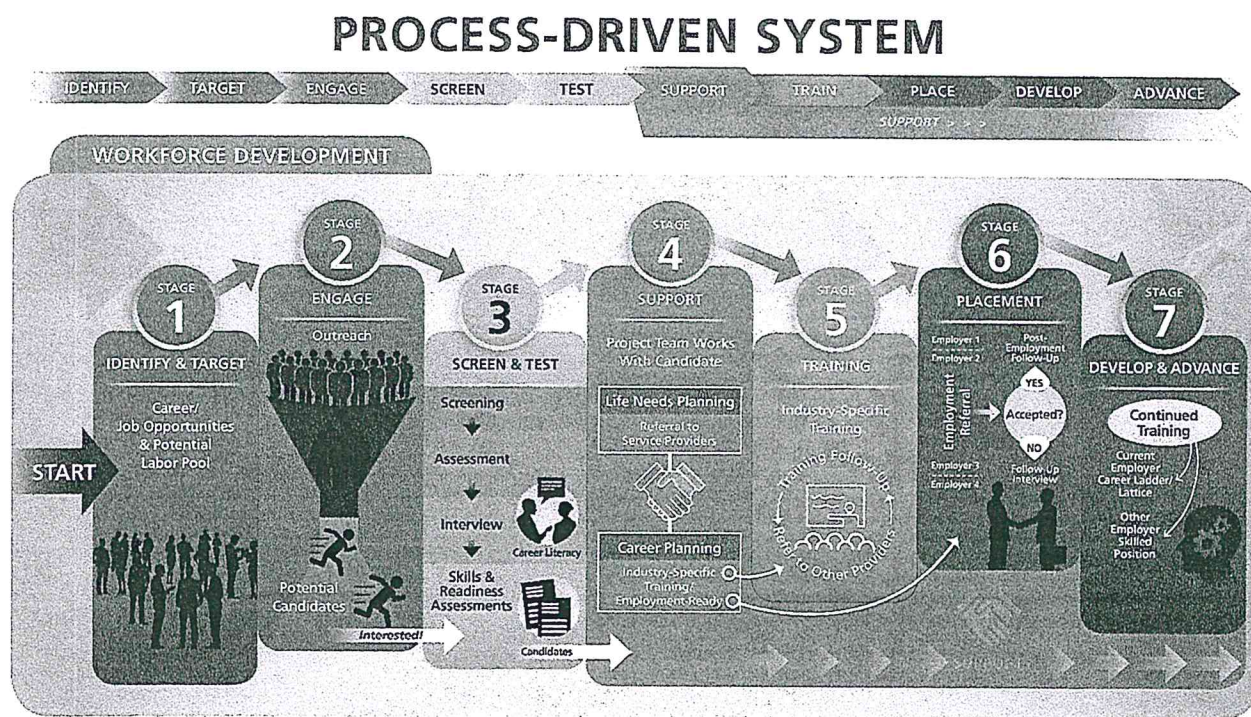
people and communities largely do not participate and/or trust the existing workforce development system.

To address the failures in the system Key Strategic will: structure and link all elements of an inclusive comprehensive process starting with outreach, engagement and recruitment through to retention and career advancement; identify and build systems and processes that support people throughout their progression toward jobs and careers; and measure performance and outcomes in a continuous improvement feedback loop.

Key Strategic will develop a strategy and implementation plan with the support of its process-driven systems modeling approach. The process-driven systems model for workforce development is a tool to use with stakeholders to visualize and construct an intuitively sound and effective recruitment, training and retention program. The model outlines methods and procedures to prepare and match the employment skills and competencies of the individual to the specific needs of hiring employers.

Using this process-driven model, we will be able to identify and enable a pipeline of qualified candidates, equipped to successfully navigate multiple paths to jobs and careers. We will also engage the employer to consider 'the process' as a mechanism to better focus on hiring, placing, retaining, and advancing individuals along career pathways.

The model is presented below in an infographic framework.



The comprehensive process-driven system created by Key Strategic will serve as a platform for identifying key barriers to employment that are encountered by individuals, and enable the development of interventions to help overcome these barriers.

The model will be used as a common language with all participating partners to identify and document outreach and operational improvement processes in three key elements – recruitment, training and retention.

Recruitment elements involve identification, defining the labor force by social, economic, geographic and/or common network characteristics; targeting those groups more likely to be interested and able to pursue a particular career pathways; and engagement, or the set of activities that communicates the offer, establishes contact, and concludes with an interested person entering a training program or a job/career path with the support infrastructure required to sustain, advance and succeed.

Training elements start with the processes of assessment and testing to ensure that individuals meet the minimum requirements necessary to succeed at learning new skills, to participate in the labor market. Training; imparting new knowledge and skills to those selected via screening and testing.

Retention elements involve placing people in a given job or occupation with the employer, retaining the new workers, and advancement. The latter step goes beyond development activities focused on the individual because it encompasses organizational measures designed to create an attractive and mutually rewarding work and learning environment.

The ultimate challenge of this engagement is to increase the numbers of low-moderate income and minorities that are recruited, trained and placed in jobs – or other related initiatives that lead to employment, careers and economic mobility in employer market within reach of residents of the City of Decatur.

Once a Process-Driven System is customized to meet this challenge, Key Strategic will work closely with select regional employment initiatives, community-based organizations, workforce development intermediaries and governments funded agencies — those already engaged in addressing workforce issues — to build a structured collaborative designed to improve the effectiveness of each participating agency.

Scope of Services Plan

Key Strategic has reviewed the initial Scope of Services released by The City of Decatur Economic and Community Development Department (three phase summary in Attachment A) and will follow the outline as presented. Key Strategic will incorporate each of the tasks identified into the general engagement plan below:

1. Work the Economic and Community Development staff and a core group of community-based organizations, workforce development agencies, support organizations and employers to establish a contemporary 'grass roots' profile of the demographic, social and economic characteristics of the populations being targeted in multiple low-income and minority neighborhoods. Most descriptions and statements regarding this population are developed by public or academic labor research entities and, as such, often overlook important 'real-life' insight to the challenges that neighborhoods and residents face in acquiring skills and gaining employment.
2. Build a cooperative and collaborative infrastructure encompassing community-based organizations, training providers and workforce development agencies. This effort will include among other things:
 - a. Training and education regarding the benefits of adopting a comprehensive process-driven systems approach to workforce development;
 - b. Introducing innovative tools and methods for building a comprehensive model;
 - c. Implement a process and structure to improve efficiency, inter-organizational connectivity and effectiveness;
 - d. Introduce best practice client and organizational management system suitable to all partnering organizations;
 - e. Provide ongoing support to the staff and operational needs of the cooperative participants.

3. Work with key stakeholders and partnering organizations to identify a pilot training program that would utilize the process-driven systems approach designed by the work product of this engagement. This pilot will deploy the innovative and supportive engagement models to build trusted relationships with targeted populations within the City of Decatur.

Budget and Timeline

Key Strategic proposes to complete the scope of services as outlined in the RFP in a six month period. The scope of services will be completed for a not to exceed fee of \$96,825. Barry Maciak, Principal, Key Strategic will lead and manage the engagement. Erica Henderson, Principal, Innovative Design Edge, LLC will support the engagement as Senior Consultant and Trenton Ellis will support the engagement as an Associate Consultant. Resumes are included in Attachment B. The Key Strategic team includes professional consultants with deep experience in workforce development, government contracting and strategic planning.

Key Strategic will be responsible for all ordinary business expenses related to fulfilling the requirements of this contract. If expenses related to travel is required and mutually agreed to in advance, Key Strategic will be invoice to be reimbursed for such expense at cost plus 15%.

The engagement will take six months to complete from the start date. Upon award, the Key Strategic team will meet with key stakeholders at the Economic and Community Development Department to outline a detailed scope of work and timetable for meeting key performance measures during the engagement. A project management GANTT chart will be produced and will be shared to monitor progress.

Engagement Team and Related Costs

Contractor

Key Strategic

Barry Maciak, Strategy and Engagement Management Leader

175 hours @ \$195/hr

\$ 34,125

Subcontractors

Innovation Design Edge, LLC

Erica Henderson, Senior Consultant

160 hours @ \$195/hr

\$ 31,200

Trenton Ellis, Associate Consultant

250 hours @ \$100/hr

\$ 25,000

Osiyo Design + Engagement Services

\$ 5,000

Contract Services for Communication, Presentations,
Documents and Reports

Expenses

Travel Estimate

6-10 trips from St. Louis to Decatur, IL

\$ 1,500

276 miles round trip @ \$.575/mile

Total not to Exceed

\$96,825

ATTACHMENT A: Scope of Service Outline

Outline summary of key tasks and services.

Objectives

Develop a model for a group of training partners, community-based organizations, workforce development agencies and employers to coordinate, improve and enhance the workforce development system in Decatur, IL.

Improve the workforce development system that connects and supports low-income and minority residents to gainful employment and careers.

This effort will include among other things:

- a. Assess the 'as-is' workforce development system and identify gaps in serving low-income and minority residents of Decatur, IL.
- b. Introduce innovative workforce development tools and activities designed to meet the needs of the City of Decatur area employers.
- c. Develop a comprehensive process-driven workforce development system that improves efficiency, organizational effectiveness and outcomes for low-moderate income and minority residents.
- d. Identify and introduce a pilot training program that incorporates best practice operating procedures, designed by a multi-organizational effort.

Primary Tasks

I. Defining workforce needs

1. Identify research model, methodology and analytical tools
2. Identify and select a broad spectrum of existing secondary research and reports from public, private and non-traditional data sources
3. Merge and challenge existing data from regional and federal departments of labor and regional employers
4. Identify key regional employment clusters in the City of Decatur and Macon County, IL.
5. Identify high demand-occupations in largest employment clusters.
6. Identify and verify skills, competencies, and certifications needed by job candidates to fill high-demand job vacancies and career path opportunities
7. Match industry and employer association data to cross check secondary research data
8. Develop interview model and conduct interviews with select key employer leaders and a sample group of training providers
9. Create and distribute a survey tool to key employment sectors through industry leaders and associations
10. Analyze all inputs and design a replicable (and repeatable) workforce needs assessment tool to be used on an ongoing basis.

II. Conducting an inventory of existing resources

1. Identify and map existing regional workforce development intermediaries, training providers and related services.
2. Assemble a group of key representative of public, private and community workforce development agencies to review, verify and refine inventory of existing WD resources

3. Outline a model for the creation of a web-based application to update, publish and distribute workforce development resources to employers, training providers, agencies, community organizations and residents

III. Analyzing Gaps and Developing a Strategy and Blueprint for Action

1. Review workforce development resources identified in objective (2) and identify deficiencies and disconnects in the system serving low-income and minority populations
2. Develop a process map of the existing workforce development system and identify opportunities to address deficiencies and outline a plan to address and better meet employer demand
3. Identify and outline suggested solutions to barriers that effectively exclude low-income and minority individuals from participating and benefiting from regional workforce development initiatives and opportunities for economic mobility;
4. Identify and model a set of best practice intervention models (i.e., advisory/mentor relationships, training and supportive systems, apprenticeships) that would help low-income and minority individual's access and navigate career pathways, connect to employers and advance careers;
5. Outline a methodology and action plan for building a cooperative infrastructure that would encompass a leadership group of community-based organizations and agencies, around the idea of working together to coordinate, improve and enhance recruitment efforts. This effort will include among other things:
6. Design a model and set of procedures to work with community-based organizations and agencies to establish a contemporary 'grass roots' profile of the demographic, social and economic characteristics of populations being targeted in low-income neighborhoods.
NOTE: A known gap in the workforce preparedness system is that descriptions and reports regarding the profile of the population to be served in low-income communities, as developed by public and/or academic labor research entities, overlook important 'real-life' insight to the challenges low-income neighborhoods and residents face in acquiring skills and gaining employment.
7. Identify community engagement activities, designed to coordinate and standardize recruitment activities among intermediaries and community-based organizations as a model to increase efficiency, effectiveness, and scale.

ATTACHMENT B: Engagement Team Biography's

Key Strategic

Barry G. Maciak Biography

I began my life's work as a welder and machine operator at Liberty Welding Company in Pittsburgh. While working on the shop floor, I earned a bachelor's degree in Political Science from Point Park University. My professional career began in 1976, when I went to work as a community organizer for the federal anti-poverty organization, Community Action Pittsburgh.

In 1978, I joined the Catholic Diocese of Pittsburgh Bureau for Social Programs and Community Action where I was at the forefront of forming and funding community development and social impact organizations throughout Southwestern PA. In response to the large numbers of unemployed workers during the back to back recessions in the 1980's, I converted a closed Catholic high school in Homestead, PA into a thriving economic recovery and jobs creation hub—the Bishop Boyle Center—housing emerging businesses, economic development and training programs focusing on the needs of the region's unemployed workforce.

In 1988, I joined the newly forming Southwestern Pennsylvania Industrial Resource Centers (currently Catalyst Connection). During my tenure as managing director, the organization gained national and international recognition as a leading industrial modernization program and became one of the first Manufacturing Extension Partnerships funded by the National Institute of Standards and Technology. .

In 1993, I formed World-Class Industrial Network, LLC (WIN), a project development and management-consulting firm staffed by a team of socially conscious entrepreneurs and experienced professionals. WIN was founded with the commitment to look beyond traditional solutions to improve the performance and social impact of community, academic and business organizations. I served as managing partner of the firm until December 2017.

Over the years, WIN has served hundreds of clients, providing strategy, program design, market development, revenue growth, information technology consulting and social enterprise development services. WIN's list of clients includes universities, economic development organizations, social service agencies, workforce investment boards, workforce training intermediaries, industry associations, government agencies, and private businesses.

Given my personal interest and history in employment development, WIN developed a professional services practice using a 'process driven model' to design and implement systems for improving outcomes and continuously improving performance of workforce development initiatives and agencies. As managing partner, I was the lead consultant for over eighty clients and one-hundred and fifty engagements through the WIN Workforce Innovations practice. Several of these initiatives were identified, studied and promoted as best practices by entities including: Jobs For the Future, The Aspen Institute, University of Pittsburgh Center for Social and Urban Research, SURDNA Foundation, Fortune Magazine, Deloitte, and the Wall Street Journal.

WIN developed and was selected as the 'turnkey' management contractor for the Institute for Economic Transformation at Duquesne University. In addition to my role as Managing Partner at WIN, I served as the Executive Director of the Institute for seventeen years. Under the umbrella of the Palumbo School of Business, the Institute gained national attention and numerous awards for innovative programming in executive education and corporate training, economic and workforce development initiatives.

In 1998, I was a co-developer of the nationally recognized Manufacturing 2000 (M2K) program, a machinist training collaborative developed to meet the critical skills gaps in the region's manufacturing sector and diversify the workforce by targeting low-income, minority and women candidates. M2K delivers entry-level training to qualified applicants at no charge. The program is the principal supplier of entry-level machinists in Southwestern Pennsylvania and is partnered with the Pittsburgh Chapter National Tooling and Machining Association to provide manufacturers and individuals with a proven metalworking apprenticeship related instruction program.

In 2000, New Century Careers was incorporated as a non-profit (501-c-3) to nurture and expand the M2K program, and I was asked by the NCC Board of Directors to become its President. I served in that position until November 2011 and continued to serve as a Board Member until 2016.

In 2010 WIN launched eCap Network, LLC, a social enterprise, in partnership with a Pittsburgh based non-profit economic development organization and two Pennsylvania Sustainable Energy Funds. This social venture provided comprehensive energy management services for smaller- and mid-sized industrial, commercial, institutional and municipal facilities. I served as CEO until the enterprise was sold to its largest customer, CPower, in July 2017.

After moving from Pittsburgh in 2016, to be near family in St. Louis, I continued to engage in social impact consulting. I currently serve as the first Social Entrepreneur in Residence at Saint Louis University and as the Principal Consultant in a social impact consultancy, Key Strategic Group, LLC.

Throughout my 40 plus year career, I have served on the board of many non-profit organizations and I am proud to have been involved as a founding developer and board member of several prominent non-profit organizations and social ventures including:

Dollar Energy Fund - www.dollarenergy.org

New Century Careers - www.ncsquared.com

Bridgeway Capital - www.bridgeway.com

Community Kitchen of Pittsburgh - www.communitykitchenpittsburgh.org

I'm also proud to have served in a key strategic role during the formation and start-up of several high impact economic development, social, environmental and social ventures including:

- Catalyst Connection
- Pollution Prevention/Energy Efficiency Roundtables
- The Energy Innovation Center
- Mission Logistics
- CloudPod Network

I have given presentations, seminars and workshops throughout the United States, Northern Ireland and Japan on the topics of manufacturing modernization, workforce development and industrial networking.

Key Experiences

Managing Director During his tenure as managing director of the Southwest Pennsylvania Industrial Resource Center, Barry built a team that gained international recognition as a world-class industrial modernization organization, and qualified as one of the first Manufacturing Extension Partnerships funded by the National Institute of Standards and Technology.

Executive Director of the Institute for Economic Transformation at Duquesne University. Barry served as the Executive Director of the Institute for seventeen years. The Institute received numerous awards for innovative

programming and stakeholder partnerships in executive education, corporate training, career literacy programming, economic and workforce development initiatives.

Founder and Managing Partner of World-Class Industrial Network, a Pittsburgh-based project development and management-consulting firm. Barry founded and built a team of socially conscious entrepreneurs and experienced professionals, that share a commitment to look beyond traditional solutions, to improve impact and performance of organizations. Barry provided strategy, program design, market development, revenue generation, workforce development and social enterprise development services for twenty-five years at WIN, before moving to St. Louis in 2016.

Founder and CEO of eCap Network, LLC, formed in partnership with three mission-based organizations. This social enterprise provided comprehensive energy efficiency, carbon reduction and management services for smaller- and mid-sized industrial, commercial, institutional and municipal facilities. Barry served as CEO until 2017, when eCap Network was purchased by its largest customer, CPower, and expanded nationally.

Social Entrepreneur In Residence at Saint Louis University. Barry is engaged by SLU to connect the University with urban impact initiatives and to advance social enterprise development throughout the region.

Innovative Design Edge, LLC

Erica Henderson Biography

I have close to 20 years of experience building strategic alliances for progressive change in disinvested communities and promoting inclusive growth in the St. Louis Region to minimize social and economic inequities. As Executive Director, St. Louis Promise Zone, and Vice President of Community Investment and Real Estate at the St. Louis Economic Development Partnership, I forged and cultivated strong relationships in North St. Louis City and North St. Louis County. In this role, I helped to launch and lead the largest urban Promise Zone, both in population and geography, in the country instituted under President Obama's administration. I attracted and oversaw the investment of more than \$90 million to the St. Louis footprint through direct service provider partnerships and convening of more than 200 community partners and 19 federal agencies in the Promise Zone. The St. Louis Promise Zone catalyzes a more equitable, thriving region through radical collaboration, alignment, and intentional, strategic investment in our most disadvantaged communities.

As VP of Community Investment and Real Estate, I managed the agency's four small business incubators with more than 100 businesses and 80 clients. I built out small business programming with the Small Business Development and Technology Center. Additionally, I oversaw the redevelopment of \$100 million in real estate assets, led an equitable real estate policy implementation strategy, and developed neighborhood engagement frameworks inclusive of community partnerships and residents. This leadership has built credibility amongst residents, corporate leaders, community organizers, educational institutions, nonprofits, and civic leaders through various engagements.

My work has included numerous projects and initiatives that have built regional capacity for achieving just, equitable, and sustainable development at both the programmatic and public policy levels. I was tapped to lead the COVID Small Business Recovery funding for more than 2100 businesses in the St. Louis region, disseminating \$30 million in grants and loans to businesses. I raised \$3 million from public, private, and philanthropic dollars and oversaw \$27 million from St. Louis County's CaresACT funding.

During the civil unrest in Ferguson in 2014, I was an intricate part of the response team as the administrator for a regional collaborative effort to provide a \$1.5 million, zero percent interest loan, and neighborhood development strategy along with commercial revitalization programs to impacted businesses. I developed and implemented various business listening sessions, technical workshops, and partnerships to further assist businesses towards sustainability and growth while building social capital through direct interaction with over 200 businesses.

- Authentic engagement for inclusive dialogue around issues to ensure community voice, identify qualitative needs, identify assets and opportunities and provide created training processes to support problem solving and preservation of relationships
- Focus on projects that address economically under-valued communities, areas of blight, serve marginalized populations and communities for sustainable development projects
- Strategy development and engagement-Engaging organizations lead by community residents to utilize their wisdom, voice and lived experience to best drive community agendas, including: building engagement framework, highlights and benefits of intentional community engagement, strategies for success engagement and cultivating meaningful relationships and trust building bridges for better collaboration

Community and Economic Development Technical Assistance Examples:

JPMC, Common Future, Next Street-Project Lead for the study of the small business landscape in the St. Louis region. Partnering with local stakeholders to conduct an assessment of the state of play for small businesses with an emphasis on understanding the makeup, needs and challenges of businesses owned by women and people of color, as well as to understand the landscape of the business support and capital providers.

St. Louis Promise Zone- With more than 100 partners committed to complex collaboration have been providing services to residents within the 60 square mile boundary, the region continues to prioritize the Promise Zone geography through increased programming, targeted outreach, and alignment of activities for the areas of concentrated poverty, crime and unemployment. The ultimate goal of the Promise Zone is to have intentional prioritization of communities that have been forgotten; and tap into additional federal resources for direct service delivery to put families on the path of economic mobility.

National Funders Group-Building strategic partnerships through cultivation of strong relationships with local community, philanthropic leaders and funders; staying abreast of political landscape, marketing trends and current events; and increasing capacity, technical assistance and learning interest for local organizations driving just and equitable development.

Equitably Redeveloping Your Community-developed a six part series to provide an opportunity for members of the community and business owners to have an opportunity to become educated on the process of community development in their neighborhood.

Trenton Ellis Biography

Trenton Ellis serves as a program management consultant for Innovative Design Edge, LLC with a focus on diversity, equity and inclusion. He has conducted research on projects related to equitable community engagement and equitable economic development. Mr. Ellis has multiyear research experience related to topics such as barriers to property retention in the St. Louis region, strategies to promote increased parental and community engagement of formerly incarcerated parents, equitable economic development practices in the St. Louis region, and effective community engagement practices and strategies for nonprofit and governmental agencies. Through his research, he has worked with agencies such as Morgan Graves Consultants and SoulFisher Ministries to create community engagement strategies and recommendations for their constituents. He is a former practicum student with the St. Louis Promise Zone where he researched and developed policy recommendations related to equitable economic development for the St. Louis Economic Development Partnership.

Mr. Ellis received a Domestic Social and Economic Development MSW degree from the George Warren Brown School at Washington University in St. Louis where he currently serves as a Graduate Fellow with the College Prep Program providing academic and social enrichment to students in the St. Louis area

**ADDENDUM
to
Proposal Submitted by Key Strategic
to the
City of Decatur, Illinois
Economic and Community Development Department
for a
Workforce Development Systems Assessment, Strategy and Implementation**

The City of Decatur Economic and Community Development Department has requested that the area of focus for the Workforce Development Systems Assessment, Strategy and Implementation project be expanded to include all of Macon County. Key Strategic is pleased to respond with an addendum to our original proposal submitted on July 14, 2021. This addendum expands the scope of work to be inclusive of all Macon County and adjacent geography that may hold employment opportunities for Macon County and City of Decatur residents.

Key Strategic has reviewed the initial Scope of Services released by The City of Decatur Economic and Community Development Department and will follow the outline as presented and, as requested, include Macon County. Key Strategic will incorporate each of the tasks identified into the general engagement plan below:

1. Work with City of Decatur Economic and Community Development staff, Macon County officials and a core group of community-based organizations, workforce development agencies, support organizations and employers to establish a contemporary 'grass roots' profile of the demographic, social and economic characteristics of the populations being targeted in multiple low-income and minority neighborhoods. Most descriptions and statements regarding this population are developed by public or academic labor research entities and, as such, often overlook important 'real-life' insight to the challenges that neighborhoods and residents face in acquiring skills and gaining employment.
2. Build a cooperative and collaborative infrastructure encompassing community-based organizations, training providers and workforce development agencies. This effort will include among other things:
 - a. Training and education regarding the benefits of adopting a comprehensive process-driven systems approach to workforce development;
 - b. Introducing innovative tools and methods for building a comprehensive model;
 - c. Implement a process and structure to improve efficiency, inter-organizational connectivity and effectiveness;
 - d. Introduce best practice client and organizational management system suitable to all partnering organizations;
 - e. Provide ongoing support to the staff and operational needs of the cooperative participants.
3. Work with key stakeholders and partnering organizations to identify a pilot training program that would utilize the process-driven systems approach designed by the work product of this engagement. This pilot will deploy the innovative and supportive engagement models to build trusted relationships with targeted populations within the City of Decatur and Macon County.

The budget and time allocation for this expanded scope of work includes:

Contractor

Key Strategic

Barry Maciak, Strategy and Engagement Management Leader

65 hours @ \$195/hr

\$ 12,675

Subcontractors

Innovation Design Edge, LLC, Erica Henderson, Senior Consultant

65 hours @ \$195/hr

\$ 12,675

Total

\$ 25,350

**CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACTURAL SERVICE AGREEMENT**

This Community Development Block Grant Agreement (the "AGREEMENT") is made on this _____ day of _____ 2021, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter "CITY") and **Barry G. Maciak, DBA Key Strategic** (hereinafter "CONTRACTOR").

WHEREAS, the CITY has received funds from the United States Government the U.S. Department of Housing and Urban Development ("HUD") under Title 24 of the Code of Federal Regulations, Part 570 and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements; and,

WHEREAS, the CITY wishes to engage the CONTRACTOR to assist the CITY in utilizing such funds in accordance with HUD guidelines and Federal regulations for the development of the Workforce Development Systems Assessment, Strategy and Implementation Project.

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

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through D) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. CONTRACTOR agrees to abide by and follow all terms and conditions as set forth in this Agreement.
- II. **WORK TO BE PERFORMED BY CONTRACTOR:** In exchange for receiving funds from the CITY for the Workforce Development Systems Assessment, Strategy and Implementation Project (hereinafter "Program"), the CONTRACTOR shall be responsible for the objectives, tasks and scope of services as outlined in appendix D in a manner satisfactory to the CITY and consistent with any standards and regulations that are specified in this Agreement as a condition of providing these funds.
The program will demonstrate a new service and an increase in the level of an existing service as required under the Housing and Urban Development (HUD) regulations.
CONTRACTOR agrees to expend the funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix B.
- III. **CERTIFICATION:** To the best of its knowledge or belief, the CONTRACTOR certifies that:
 - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- B. If 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 the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
 - D. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- IV. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- V. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.
- VI. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the CONTRACTOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and CONTRACTOR with respect to this Agreement.
- VII. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage

prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

E. If the CITY, to: Director of Economic and Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2727, Email: cpatrick@decaturil.gov

F. If the CONTRACTOR, to Barry G. Maciak
Key Strategic
4420 Vista Avenue
St. Louis, Mo. 63110
Phone: 412-215-7400, barry@key-strategic.com

VIII. **CHANGES TO AGREEMENT:** The City and the CONTRACTOR agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IX. **MACON COUNTY ADDENDUM:** CONTRACTOR has provided an addendum to the original scope of work to expand the project to include all of Macon County for an additional \$25,350. Should the Macon County, Illinois County Board approve such addendum and expenditure, it will become part of this agreement and managed by the CITY.

X. By signing this Agreement below, both parties to this Agreement represent that they have the authority to enter into this Agreement and bind their respective party.

IN WITNESS, WHEREOF, the parties have executed this Agreement.

CITY OF DECATUR:

Cordaryl M. Patrick, Director
Economic and Community Development Department

Date

Barry G. Maciak, Strategy and Engagement Leader
Key Strategic
(DUNS Number: 114414684/CAGE Code /EIN 23-2943388)

Date

Appendix A
CONTRACTOR Program Budget

Engagement Team and Related Costs			Total Cost
CONTRACTOR			
Key Strategic	Barry Maciak	Strategy & Engagement Leader	
	175 hours @ \$195 hr.		\$34,125
Sub-CONTRACTOR			
Innovation Design Edge, LLC	Erica Henderson	Sr. Consultant	
	160 hours @ \$195 hr.		\$31,200
	Trenton Ellis	Associate Consultant	
	250 hours @ \$100 hr.		\$25,000
Osiyo Design + Engagement Services	Contract Services for Communication, Presentations, Documents & Reports		\$ 5,000
Expenses	Travel Estimate		
		6-10 trips from St. Louis to Decatur 276 miles round trip @ \$5.75/mile	\$ 1,500
Program Implementation Total Not to Exceed:			\$96,825

Appendix B
City of Decatur
CDBG Program Schedule for Reporting

Programs that run from April 2021 calendar year will submit program and financial reports on a monthly schedule. This includes grant reports and payments. Reports are due by the 15th of each month for the prior month. Payments are contingent upon completion of the environmental review, execution of the CONTRACTOR AGREEMENT, Notice to proceed, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Date	Period Covered
1. December 15, 2021	Nov. 8th – November 30th
2. January 15, 2021	Dec. 1st – December 31st
3. February 15, 2021	Jan. 1st -January 31st
4. March 15, 2022	Feb. 1 st - February 28th
5. April 15, 2022	March 1 st – March 31 st
6. May 15, 2022	April 1 st – April 30th
7. June 15, 2022	May 1 st – May 31 st

*End of contract report

Communication and details concerning this contract shall be directed to the following contract representatives; or as later designated:

Information	City of Decatur	CONTRACTOR-Key Strategic
Contract Representatives	Cordaryl M. Patrick, Director	Barry Maciak
Street Address	One Gary K. Anderson Plaza	4420 Vista Avenue
City, State, Zip	Decatur, Il 62523	St. Louis, Mo. 63110
Telephone	217-424-2727	412-215-7400
e-Mail Address	cpatrick@decaturil.gov	barry@kety-strategic.com

Appendix C
City of Decatur
Community Development Block Grant-Public Services
Program Costs Ineligible for CDBG Funds

The City of Decatur uses City funds and Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low and moderate-income residents as identified in the City's Consolidated Plan. Direct program costs are general eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with the City of Decatur CDBG funds. Please note that some costs included in the program budget but will not be paid with by City or CDBG funds. This list is not all inclusive.

Ineligible Costs include:

- G.** Entertainment/party costs;
- H.** Alcohol, beverages, food;
- I.** Fines, penalties, damages, and other settlements;
- J.** Compensation to trustees, board members and their immediate family members;
- K.** Using funds in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities;
- L.** Stipends to program participants or clients;
- M.** Staff time and other costs related to applying for CDBG funding;
- N.** Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- O.** Fund raising costs;
- P.** Equipment and capital expenditures

Appendix D
City of Decatur
Community Development Block Grant-Public Services
Program Criteria

- I. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** CONTRACTOR agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements.

CONTRACTOR and any sub-CONTRACTORS also agree to comply with all other applicable Federal, State of Illinois, and local laws, regulations, and policies governing the funds provided under this agreement.

CONTRACTOR additionally agrees to comply with any changes issued to the CITY'S program due to the use of mixed CITY and HUD funds. In addition, the CONTRACTOR understands that changes issued to the CITY'S CDBG HUD funding may materially alter the terms of this Agreement. The CITY will distribute any amendments to the programs within thirty (30) days and CONTRACTOR must acknowledge the receipt.

CONTRACTOR acknowledges and affirms that the CONTRACTOR and any sub-CONTRACTOR has the organizational capacity to adhere to collection and reporting requirements, satisfying performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300-200.303. The CONTRACTOR's capacity shall be demonstrated by various methods, including but not limited to:

- A. Use of OMB-approved standard information collections when providing financial and performance information;
- B. Financial data is provided for performance accomplishments of the Contract award;
- C. Cost information shall be distributed to demonstrate cost effective practices;
- D. The CONTRACTOR shall provide the CITY with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- E. All expenditures shall be accounted for, in compliance with requirements under section 200.302, as is interpreted by the CITY'S Director of the Economic and Community Development.

The CONTRACTOR agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards, which the CONTRACTOR uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the CONTRACTOR

uses during its normal course of business is more restrictive, those guidelines shall be used, and a copy of those guidelines shall be provided to CONTRACTOR and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement method shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320. The CONTRACTOR affirms that, per Federal regulations, CONTRACTOR and his sub-CONTRACTOR has a Data Universal Number System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of the project Notice to Proceed.

LENGTH OF AGREEMENT: The term of this Agreement shall begin no sooner than November 8, 2021 and end on May 31, 2022. A notice to proceed will be provided. Payment of funds by the CITY to the CONTRACTOR shall occur for the approved eligible services and/or activities performed by the CONTRACTOR during the term of this Agreement as long as the CONTRACTOR is still performing in accordance with the terms of the Agreement.

- II. **INELIGIBLE PROGRAM COSTS:** The CONTRACTOR agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for by using CDBG funds provided by the CITY.
- III. **PAYMENT OF CDBG FUNDS TO CONTRACTOR:** The CITY agrees to fund the Program in the total amount not to exceed Ninety-Six Thousand Eight Hundred Twenty-Five Dollars (\$96,825.00). Such funds shall be paid to the CONTRACTOR according to the schedule in Appendix B. The CITY cannot disperse any grant funds until the Environmental Review is complete, and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City and shall be executed in a timely manner.
 - A. The CONTRACTOR understands that this Agreement is for purpose of a Public Service Program and the payments shall be made per the schedule in Appendix A.
 - B. The CONTRACTOR understands that disbursement will be contingent upon the CONTRACTOR ensuring compliance with any applicable federal, state, and CITY requirements.
 - C. No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial, and narrative reports, and source documents for funded expenditures) have been submitted and approved by the CITY.

Payment will be withheld pending receipt and approval of all required documentation.

IV. **SUSPENSION OR TERMINATION:**

- A. Suspension or Termination for Cause by CITY: The CONTRACTOR understands and agrees that if CONTRACTOR materially fails to comply with any or all provisions of this Agreement, the CITY may in its sole discretion suspend or terminate this Agreement.
1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - b. Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the CONTRACTOR to the CITY, which are late, or incorrect or incomplete in any material respect.
 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Withhold cash payments pending correction of the deficiency by the CONTRACTOR;
 - b. Disallow all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partially suspend or terminate the current award for the CONTRACTOR's program;
 - d. Withhold further awards for the program; or take other remedies that may be available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- B. Termination for Convenience by CITY or CONTRACTOR: Either the CITY or CONTRACTOR may terminate this Agreement in whole or in part, if either determines that the goals cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

- IX. **REGULAR MEETING REQUIREMENT:** CONTRACTOR agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Revitalization Division and the Director of the Economic and Community Development Department (ECD) to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, CONTRACTOR agrees to cooperate fully in any monitoring program conducted by the CITY or by HUD.
- X. **RECORD REQUIREMENTS:** CONTRACTOR shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR, which pertain to the funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.
- A. CONTRACTOR and sub-CONTRACTORS shall be required to maintain all required records for a minimum of five (5) years after the program close out by the CITY. CONTRACTOR shall establish and maintain a project file that contains the following sections:
1. General project correspondence and related items.
 2. Financial source documentation and associated transactional documentation.
 3. Procurement procedures and associated documents.
 4. Compliance with applicable State and Federal regulations.
 5. Program reports.
 6. Sub-CONTRACTOR agreements
 7. Personnel actions
- B. The records which, at a minimum, must be maintained are as follows:
1. **Financial Records:** The CONTRACTOR shall, at a minimum, maintain the following records for each agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection with the grant program.
 - b. Cash Disbursements Register: For recording disbursement of funds from the Agency's account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, accounting reports, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the CONTRACTOR agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the CONTRACTOR. Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This may include time sheets documenting each person's total time and

time charged against the program; time sheets must be signed, reviewed, and dated by both the employee and reviewed and authorized supervisor of the employee. Funds will not be provided in advance. Funds will reimbursed eligible, paid, and documented expenditures.

- C. Supply Records: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies, which are acquired for the Program, for a cost equal or exceeding \$200.00. The CONTRACTOR shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the Director of ECD.
- D. Indirect Cost Records: A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefitting more than one cost objective and are not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. However, CONTRACTOR acknowledges that indirect costs shall not be covered by funds provided by the CITY.

- XI. REPORTING REQUIREMENTS: The CONTRACTOR agrees to provide the CITY's Neighborhood Revitalization Division, Economic and Community Development Department (ECD) with regular monthly reports described below per the schedule in Appendix B, and any other reports, which may be required by the CITY's Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular Such performance measures shall be decided upon by the CONTRACTOR and the City's Director of ECD, based on the requirements outlined by HUD for the category of eligible activities that the CONTRACTOR's programs engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities."

CONTRACTOR agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) regularly updated schedule of program activities.

- A. REPORTING: the CONTRACTOR throughout the term of the Program shall submit Reports to the Neighborhood Revitalization Division. See Appendix B for report due dates.
 - 1. The CITY reserves the right to withhold any of the CONTRACTOR's scheduled payments until the CITY receives the CONTRACTOR's financial progress and performance reports with appropriate documentation.
 - 2. Improperly prepared reports will not be accepted. Subsequent grant payments will be held pending accurate information together with any

required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the CONTRACTOR.

3. CONTRACTOR understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the CONTRACTOR.
5. Reports will be submitted to the Neighborhood Revitalization Division and shall consist of the following:
 - a. Employee Demographic data: race/ethnicity, gender and incomes.
 - b. Program Accomplishments and Narrative: Indicating progress against program goals as outlines in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - c. Supporting documentation: All Program expenditures charged to the program shall be supported with source documentation. Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid. Other documentation may be required by the CITY to document the amount expended in the report period.

XII. **ANNUAL AUDIT:** The CONTRACTOR will prepare and submit to the CITY an audit of the financial records of the CONTRACTOR pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the CONTRACTOR receives federal funds from sources other than the CITY's CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. CONTRACTOR is responsible for clearly identifying and accounting for funds received and expended during separate program years, distinguishing expenditures and encumbrances made against funds received under separate Grant Agreements.

XIII. **REVISION OF BUDGET AND PROGRAM PLANS:** The CONTRACTOR shall obtain written permission from the CITY's Director of ECD prior to any change in the approved budget or program plans. In order for the CITY to approve such a request, CONTRACTOR's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made

without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.

- XIV. **NON-DISCRIMINATION**: CONTRACTOR and his sub-CONTRACTOR agree that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the CONTRACTOR receives financial assistance from or through the CITY.

CONTRACTOR agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

CONTRACTOR agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program.

- XV. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION**: The CONTRACTOR shall ensure the following documents have been provided to CITY staff:

- A. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CR Part 60-1.4(b):

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisement for employees' place by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each sub-Contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance.
 - a. The CONTRACTOR further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - b. The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted

construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this agreement(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

XVII. **WORKER'S COMPENSATION:** The CONTRACTOR shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement when applicable.

XVIII. **INDEMNITY:** CONTRACTOR hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- A. The use of application for the grant proceeds;
- B. The violation by the CONTRACTOR of any of its covenants or agreements under the Agreement;
- C. Any act or failure to act done in connection with the performance or operation of the Program.
- D. Any act or failure to act of any officer, employee, agent, or servant of the CONTRACTOR;
- E. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the CONTRACTOR in writing of any claim or liability, which the CITY believes to be covered under this paragraph. The CITY shall tender, and CONTRACTOR shall promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by CONTRACTOR to defend the CITY shall be satisfactory to the CITY; and the CITY shall be kept fully informed of the status of the proceeding. In the event that the CONTRACTOR, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to

be covered under this paragraph, fails to advise the CITY in writing that the CONTRACTOR agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

XIX. **INSURANCE AND BONDING:** CONTRACTOR shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any cash advances. CONTRACTOR shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City prior to the start of the program. The insurance shall provide for errors and omissions. The City should be named as an additional insured on the policy.

XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** CONTRACTOR agrees to exclude the following persons from participation in any aspect of this agreement:

- A. CONTRACTOR agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
- B. CONTRACTOR agrees that no officer, employee, designee, agent, or consultant of the CITY or the CONTRACTOR or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connections with the Project assisted under this Agreement. The CONTRACTOR shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this section. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the CONTRACTOR.
- C. CONTRACTOR further agrees to maintain written standards of conduct covering conflicts of interest, as outline in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award, or administration of a contract supported by funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for contract. Such officers, employees, or agents of the CONTRACTOR may not solicit nor accept anything of monetary value from contractors or sub-contractors, unless it is an

unsolicited gift of nominal value, which would in no way influence the recipient to engage in conduct, which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the CONTRACTOR may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the CONTRACTOR and relationships with a parents company, affiliate, or subsidiary organization. The written standards provided by the CONTRACTOR will include disciplinary actions to be applied for violations of such standards.

- D. Copeland “Anti-kickback” Act.- Any CONTRACTOR paid in full or part with funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the CONTRACTOR affirms that by accepting CDBG funds, the CONTRACTOR will comply with the Copeland “Anti-Kickback” Act.

XXII. **INDEPENDENT CONTRACTOR:** CONTRACTOR shall be and act as an independent CONTRACTOR and not as a partner, joint venture, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. CONTRACTOR is an independent CONTRACTOR and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker’s Compensations Insurance.

XXIII. **ADDITIONAL REGULATIONS:** As a non-governmental entity, CONTRACTOR shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule” (Omni Circular, as specified in this paragraph):

- A. Subpart B- “General”;
- B. Subpart C- “Pre-Federal Award Requirements and contents of Federal Awards,” except for §200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit proposals, 200.205 Federal awarding agency review of risk posed by applicants, and merit of proposals, 200.207 Specific conditions, which are required only for competitive Federal awards,
- C. Subpart D- “Post Federal Award Requirements Standards for Financial and Program Management.” Except for:

1. Section 200.305 "Payment". The CITY shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to CONTRACTOR;
 2. Section 200.3066, "Cost Sharing and Matching";
 3. Section 200.307, "Program Income." In lieu of paragraph 200.307, CONTRACTOR shall follow CDBG program regulations at 570.504 regarding Program Income;
 4. Section 200.308 "Revision of Budget and Program Plans";
 5. Section 200.311 "Real Property." In lieu of 200.311, CDBG CONTRACTOR shall follow CDBG program regulations at 570.505, Use of Real Property;
 6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 94.34(g), the following applies:
 - a. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - b. Equipment not needed by the CONTRACTOR for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;
 7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
 8. Section 84.52, "Financial Reporting";
 9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - a. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
 - b. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
 10. Section 84.61 "Termination". In lieu of the provision 84.61, CONTRACTOR shall comply with 570.503(b)(7) "Suspension and Termination"; and
- D. Subpart D- "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of Four (4) Vacant Buildings with Parkland Environmental Group, Inc. for 1449 N. Church, 239 N. East, 1228 E. Leafland and 1768 E. Main

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 21-35

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Susan Kretsinger, Neighborhood Inspections Manager

DATE: November 1, 2021

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of four (4) vacant buildings with Parkland Environmental Group, Inc. for 1449 N. Church, 239 N. East, 1228 E. Leafland and 1768 E. Main.

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

BACKGROUND: The buildings at 1449 N. Church, 239 N. East, 1228 E. Leafland and 1768 E. Main were put out to bid, along with nine other properties. These properties were the only demolition bids that crossed the threshold for council approval. The other nine properties are: 1269 E. Cantrell, Hutchins Excavating (\$10,700); 605 E. Center, Hutchins Excavating (\$8,000); 1915 N. Church, Hutchins Excavating (\$13,700); 750 W. Macon, Parkland Environmental Group (\$19,500); 820 S. Maffit, Hutchins Excavating (\$8,200); 1012 S. Maffit, JRH Services (\$9,970); 1861 E. Main, Parkland Environmental Group (\$12,500); 1805 N. Maple, Parkland Environmental Group (\$12,500); and 558 S. MLK Jr. Dr., JRH Services (\$7,800).

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL GROUP, INC. FOR
THE DEMOLITION OF THE VACANT BUILDINGS AT
1449 N. CHURCH, 239 N. EAST ST.,
1228 E. LEAFLAND AND 1768 E. MAIN

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 buildings at 1449 N. Church, 239 N. East St., 1228 E. Leafland and 1768 E. Main, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental Group, Inc. in the amount of \$35,500 for 1449 N. Church; \$21,500 for 239 N. East St.; \$25,500 for 1228 E. Leafland; and, \$32,800 for 1768 E. Main be hereby accepted, and 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 Parkland Environmental Group, Inc. for their total bid price of \$35,500 for 1449 N. Church; \$21,500 for 239 N. East St.; \$25,500 for 1228 E. Leafland; and, \$32,800 for 1768 E. Main

PRESENTED and ADOPTED this 1st day of November 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 1449 N Church		Parkland Environmental Group Springfield, IL	Hutchins Excavating Decatur, IL	JRH Services Decatur, IL	Sultan Construction St Louis, MO	Steve's Trucking Decatur, IL
Bid No.: PUR2021-06 Bid Date: 10/20/21 Time: 9:00 a.m.						
	Description	QTY.	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition of Property -					
	1449 N Church					
	Demolition	1	\$16,000.00	\$23,520.00	\$22,500.00	\$23,744.13
						\$45,472.00
	Asbestos	1	\$12,500.00	\$12,500.00	\$11,506.00	\$27,744.13
						\$9,300.00
	Plumbing	1	\$7,000.00	\$3,500.00	\$7,500.00	\$3,000.00
						\$7,000.00

No Bid:
Dary Burnett
Clancy Coleman

EXHIBIT A

Project Name: Demolition of Property - 239 N East St Bid No.: PUR2021-06 Bid Date: 10/20/21 Time: 9:00 a.m.		Parkland Environmental Group Springfield, IL	Hutchins Excavating Decatur, IL	Steve's Trucking Decatur, IL	Sultan Construction St Louis, MO
Description	QTY.	Unit Price	Unit Price	Unit Price	Unit Price
Demolition of Property -					
239 N East St					
Demolition	1	\$13,500.00	\$24,000.00	\$44,360.00	\$38,928.00
Asbestos	1	\$7,500.00	\$7,500.00		\$35,100.00
Plumbing	1	\$500.00	\$200.00	\$500.00	\$3,000.00
TOTAL		\$21,500.00	\$31,700.00	\$44,860.00	\$77,028.00

No Bid:
 Dary Burnett Concrete
 Clancy Coleman Excavating
 JRH Services

EXHIBIT A

Project Name: Demolition of Property - 1228 E Leafland		Parkland Environmental Group Springfield, IL	Hutchins Excavating Decatur, IL	Steve's Trucking Decatur, IL	Sultan Construction St Louis, MO
Bid No.: PUR2021-06					
Bid Date: 10/20/21 Time: 9:00 a.m.					
	Description	QTY.	Unit Price	Unit Price	Unit Price
	Demolition of Property -				
	1228 E Leafland				
	Demolition	1	\$13,500.00	\$27,000.00	\$39,141.00
	Asbestos	1	\$5,000.00	\$5,000.00	\$28,080.00
	Plumbing	1	\$7,000.00	\$3,500.00	\$3,000.00

No Bid:
Dary Burnett Concrete
Clancy Coleman Excavating
JRH Services

EXHIBIT A

Project Name: Demolition of Property - 1768 E Main Bid No.: PUR2021-06 Bid Date: 10/20/21 Time: 9:00 a.m.	Parkland Environmental Group Springfield, IL	Hutchins Excavating Decatur, IL	Steve's Trucking Decatur, IL	Sultan Construction St Louis, MO	QTY.	Unit Price	Unit Price	Unit Price		
					Description					
					Demolition of Property - 1768 E Main					
					Demolition	1	\$24,000.00	\$37,500.00	\$82,200.00	\$33,966.00
					Asbestos	1	\$1,800.00	\$1,800.00		\$56,160.00
					Plumbing	1	\$7,000.00	\$5,000.00	\$7,000.00	\$3,000.00

TOTAL

\$32,800.00

\$44,300.00

\$89,200.00

\$93,126.00

No Bid:

Dary Burnett Concrete

Clancy Coleman Excavating

JRH Services

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

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

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM
No. 21-34

DATE: November 1, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Community Development Director
Susan Kretsinger, Neighborhood Inspections Manager

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 eleven (11) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: None anticipated at this time.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: This list of demolitions could potentially be funded by grants. This action can vary, but is usually completed in 6 months from initiating the case, unless the case is contested through the courts.

STAFF REFERENCES: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Community Development, at 217-424-2727 or email cpatrick@decaturil.gov or Susan Kretsinger at 217-450-2347 (skretsinger@decaturil.gov).

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

**1048 N. Calhoun
1025 N. Dunham
503 E. Gault
1240 S. Illinois**

**637 W. Leafland
305 W. Macon
2060 E. Main
1550 N. Oakland**

**868 W. Packard
1134 N. Union
2255 E. William**

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

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

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such action 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 1st day of November 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Council Memo November 1, 2021

Resolution Authorizing Action Regarding Unsafe Structures

Calhoun, 1048 N. This property was posted as Unfit for Human Habitation in April 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Dunham, 1025 N. This property was posted as Unfit for Human Habitation in October 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Gault, 503 E. This property was posted as Unfit for Human Habitation in May 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Illinois, 1240 S. This property was posted as Unfit for Human Habitation in June 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Leafland, 637 W. This property was posted as Unfit for Human Habitation in November 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Macon, 305 W. This property was posted as Unfit for Human Habitation in September 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Main, 2060 E. This property was posted as Unfit for Human Habitation in August 2016. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Oakland, 1550 N. This property was posted as Unfit for Human Habitation in October 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Packard, 868 W. This property was posted as Unfit for Human Habitation in September 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Union, 1134 N. This property was posted as Unfit for Human Habitation in April 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

William, 2255 E. This property was posted as Unfit for Human Habitation in May 2021. This structure has significant fire damage. Gas, electric and water services have been terminated.

City Manager

DATE: 10/28/2021

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

ATTACHMENTS:

Description	Type
Memo-HVAC Design	Cover Memo
Resolution Authorizing City Manager to Enter Into A Professional Services Agreement With Blank, Wesselink, Cook & Associates, Inc. For Design And Construction Oversight Services For Transit Facilities HVAC Replacement Project	Resolution Letter
HVAC Design Agreement	Backup Material

MEMORANDUM 2021-28

DATE: November 1, 2021
TO: Honorable Mayor Julie Moore Wolfe and City Council
FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing City Manager to Enter Into a Professional Services Agreement with Blank, Wesselink Cook & Associates, Inc. For Design and Construction Oversight Services for Transit Facilities HVAC Replacement Project

SUMMARY RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute the attached professional service agreement for design and construction oversight of an HVAC replacement at multiple transit facilities.

BACKGROUND:

The City of Decatur Transit facilities are approximately 30 years old and the HVAC systems in the facilities are the original units designed and installed with the construction of the facilities. The original design of facilities and the corresponding HVAC systems were done by the local firm, Blank, Wesselink, Cook & Associates, Inc. The HVAC are at the end of their useful life and are beyond minor repairs to keep them fully functional. The current systems are simply no longer adequate to efficiently keep the facilities climate controlled.

The City of Decatur applied for and was awarded a State of Illinois capital grant to replace these systems. Due to the complete replacement of the HVAC systems and controls, staff believes utilizing the original building and system designer is in the best interests of the City to ensure equipment and controls are sized appropriate for the building and its use. The City sought and received State concurrence to use the original building engineer to design and oversee this complete replacement project. The agreement with BWC will ensure that the City transit facilities have the most efficient systems designed and installed in our transit facilities. The entire project from design through install will be funded with State capital grant funds.

INPUT FROM OTHER SOURCES: City and Civic Center staff.

STAFF REFERENCE: City Manager, Scot Wrighton or Jon Kindseth can address any questions related to this agreement.

RESOLUTION NO. R2021_____

**RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH BLANK, WESSELINK, COOK &
ASSOCIATES, INC. FOR DESIGN AND CONSTRUCTION OVERSIGHT SERVICES
FOR TRANSIT FACILITIES HVAC REPLACEMENT PROJECT**

WHEREAS, the City desires to replace the HVAC equipment in multiple transit facilities including the transit center, the administration building, and the bus garage; and,

WHEREAS, the City finds this proposed professional services agreement with the original building architects, Blank, Wesselink, Cook & Associates, Inc. in the best interest of the City to lead the HVAC system replacement.

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

Section 1. That the agreement (s) authorizing professional services for architectural, engineering and project management services presented to the City Council herewith between the City of Decatur Illinois, and Blank, Wesselink, Cook & Associates, Inc., be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager, or designee, is authorized and directed to sign said agreements in substantially the same form as presented on behalf of the City of Decatur, Illinois in an amount of \$24,200.00 plus reimbursable costs.

PRESENTED and ADOPTED this 1st day of November 2021

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



AIA®

Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of October in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Engineer's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Engineer:
(Name, legal status, address and other information)

Blank, Wesselink Cook and Associates, Inc
2623 East Pershing Road
Decatur, Illinois 62526

for the following Project:
(Name, location and detailed description)

Multi-Modal Transportation Facility located at 353 East William Street and
Decatur Mass Transit Facility located at 555 E Wood Street
Decatur, Illinois 62524

Review of existing building systems and development of Construction Documents and
Specifications for the replacement of various existing HVAC equipment.

The Owner and Engineer agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ENGINEER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

City of Decatur desired outcome for the Decatur Multi-Modal Facility:

1. Replacement of existing furnaces and air cooled condensing unit equipment.
2. Alternate 1: Installation of new local BAS controller and alarm monitoring of existing equipment.

City of Decatur desired outcome for the Decatur Mass Transit Facility:

1. Repair/replacement of existing AHU/CU and all BAS controls
2. Alternate 1: Replacement of existing radiant heaters in the garage area.
3. Alternate 2: Replacement of existing gas fired boilers.
4. Alternate 3: Replacement of existing gas fired water heater.

§ 1.1.1.1 SCOPE OF SERVICES

Blank, Wesselink, Cook & Associates, Inc. (BWC) Basic Services shall provide professional engineering design services to include a review of the existing building systems and equipment and development of Construction Documents, plans and specifications for the renovation and/or replacement of various existing HVAC equipment located at the Decatur Multi-Modal Facility and the Decatur Mass Transit Facility as defined by, but not be limited to, the following scope of work:

A. Engineering Basic Services – Multi Modal Facility

- Provide review of existing equipment and design concept/intent
- Provide equipment specification and selection to replace three existing Furnaces and Air cooled condensing units. New units to be chosen to be minimum 16-17 SEER.
- Review available Ameren rebates for new equipment to determine if any are available.
- Design/specify new BAS controller to provide equipment status, failure, alarm, etc. for new furnaces, CU and existing ERU units. A means to notify maintenance staff that the units need to have filters changed is highly desirable.
- Design BAS local control unit to interface transit building BAS system via local ethernet/intranet.
- Provide preliminary "budget" construction cost estimate

B. Engineering Basic Services – Decatur Mass Transit Facility

- Provide review of existing equipment and design concept/intent
- Develop corrective action necessary to reestablish the original building HVAC design intent and sequence of operation of the equipment and space conditions.
- Provide equipment specification and selection to replace two existing air cooled condensing units. New units to be chosen to be minimum 16-17 SEER if possible.
- Provide plans and specifications to repair/upgrade the existing AHU unit.
- Provide equipment specification and selection for replacement water heater.
- Provide equipment specification and selection to replace existing gas fired radiant heaters in repair garage areas.
- Provide equipment specification and selection for new boiler hot water circulation pump and associated piping and controls.
- Provide equipment specification and selection for replacement of existing gas fire boilers
- Provide equipment specification and selection of new BAS control system and interface of existing equipment, boilers, hot water valves, CU, AHU and Fan VFD controllers, and all zone VAV boxes to return the building control to the original design sequence of operation and equipment control.
- Provide interface with remote BAS controller to monitor equipment status from the Multi-modal facility through this new BAS front end system via ethernet/intranet.
- Review available Ameren rebates for all new equipment to determine if any are available.
- Provide a final Punch list of all installed items and review final test and balance reports. (This is the only construction phase service to be included in this fixed proposal)
- Provide preliminary "budget" construction cost estimate

C. Procurement Phase Basic Services

- Provide assistance in obtaining either competitive bids or negotiated proposals;
- Provide assistance in reviewing and analyzing contractor bids to confirm proposals are providing equipment and material that meet the compliance requirements of the plans and specifications.
- Provide recommendation of which bid to accept to the city of Decatur
- All other Bidding phase services not specifically listed above **have been excluded** from this proposal, including but not limited to the following:
 - a. Assistance to the Owner in confirming responsiveness of bids or proposals
 - b. Assistance to the Owner in awarding and preparing contracts for construction.

D. Construction Phase Basic Services

- Review and check equipment shop drawings and submittals
- Assist the owner in response to contractor questions or requests for information (RFI) and provide appropriate responses and answers
- Provide coordination and clarifications with the contractor that may arise during the construction process
- Provide up to four (4) site observation visits to the site to review construction progress and to confirm that the construction is meeting the general intent of the project plans and specifications.

Any trips in excess of the four trips included in this proposal can be provided and can be performed as an additional service on an as needed/as-requested basis, billed at an hourly rate of \$150.00/hr.

- Provide final project observation site visit to create and distribute a final project Punch List and a final letter stating that, to the best of the Engineer's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- All other Construction phase services not specifically listed above **have been excluded** from this proposal, including but not limited to the following:
 - a. Review of contractor pay applications and/or attendance at contractor pay meetings.
 - b. Issue Certificates of Substantial Completion
 - c. Provide to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents. This shall be provided by the Contractor.

E. Exclusions and Additional Services

The following items have **NOT BEEN INCLUDED** in the Basic Services scope of work:

- Green certification program provider/rater fees and services and submittal or certification fees.
- Building commissioning
- Detailed cost estimating
- Redesign of significant parts of the mechanical systems after Client approval. Authorization to proceed to subsequent design shall be construed as Client acceptance of mechanical system design from preceding phase.
- Asbestos testing or reports of any suspect asbestos containing material (ACM) or environmental remediation action plans, if required.
- Structural review or analysis of existing building structural condition
- **Procurement Phase Basic Services** (except for services specifically identified above)
- **Construction Phase Basic Services** (except for services specifically identified above)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Engineer agree that any independent third-party organization's award of associated certifications are dependent on factors beyond the Engineer's control, such as the Owner's use and operation of the Project; the Work provided by the Contractor or the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by the certifying entity. Accordingly, the Engineer does not warrant or guarantee that the Project will be granted any certification called for under the Sustainable Objective.

§ 1.1.6.2 Any Sustainable Objective shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer's consultants, (4) between the Engineer and the Owner's consultants, including Owner's Sustainable testing and verification consultant.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mike Pritchett
City of Decatur
Decatur Civic Center
Decatur, IL 62526
MPritchett@decaturil.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Engineer's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Engineer identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Scott Righter
Blank, Wesselink Cook and Associates, Inc.
2623 East Pershing Road
Decatur, Illinois 62526
srichter@bwcinc.com

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

None

.2 Mechanical Engineer:

None

.3 Electrical Engineer:

None

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Engineer shall appropriately adjust the Engineer's services, schedule for the Engineer's services, and the Engineer's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Omitted

§ 1.3.1 Omitted

ARTICLE 2 ENGINEER'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide professional services as set forth in this Agreement. The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project. The Engineer's designated representative shall not be changed during the Project without the Owner's prior written approval, which shall not be unreasonably withheld.

§ 2.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 2.5 The Engineer shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Engineer normally maintains, the Owner shall pay the Engineer as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollar (\$ 2,000,000) in the aggregate, with a deductible no greater than \$25,000, for bodily injury, personal injury, loss of use of property and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ 2.5.6 Professional Liability, written on either an "occurrence" or "claims made" basis, covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate, and with a deductible no greater than \$25,000 insuring against liability described above and/or to the extent caused by the negligent acts, errors or omissions of Architect or any of its consultants or employees in connection with the carrying out of their responsibilities under this Agreement.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Engineer shall include the Owner as an additional insured on the Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon execution of this Agreement, when specifically requested by the Owner, and thereafter at least thirty (30) days prior to the expiration of such insurance until completion of the Architect's Work.

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Engineer shall manage the Engineer's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Engineer shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Engineer's written approval.

§ 3.1.5 The Engineer shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Engineer shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 To the degree of diligence required by the Standard of Care stated in Article 2.2 of this Agreement, Architect shall be responsible for coordination and internal checking of all drawings prepared by it and/or its consultants or employees and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect shall be responsible for the completeness and accuracy of all drawings and specifications prepared by it or its consultants or employees, and consistency between the two, submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Engineer's services.

§ 3.2.2 The Engineer shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Engineer shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Engineer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Engineer shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Engineer shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Engineer shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Engineer shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Engineer shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Engineer shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Engineer shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Design

Development Documents for the Owner's approval. Approval may be provided through any manner of written correspondence from Owner to Engineer or from Engineer to Owner of items such as meeting notes, phone notes and emails prepared by the Engineer and provided to Owner for approval. Owner approval is presumed unless objections are raised by Owner within seven (7) business days. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Engineer shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Engineer shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. Approval may be provided through any manner of written correspondence from Owner to Architect or from Architect to Owner of items such as meeting notes, phone notes and emails prepared by the Architect and provided to Owner for approval. Owner approval is presumed unless objections are raised by Owner within seven (7) business days. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 3.6.4.

§ 3.4.2 The Engineer shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Engineer shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

- A. The Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner in the following items by:
 - (1) Obtaining either competitive bids or negotiated proposals;
 - (2) Reviewing and analyzing contractor bids to confirm proposals are providing equipment and material that meet the compliance requirements of the plans and specifications.
 - (3) Providing a recommendation letter to the City of Decatur for which received bid the engineer would suggest accepting
- B. The following Bidding phase services **are excluded** from the Engineer's basic services for this contract, but may be provided to the owner as an Additional Service in accordance with Article 4.2. These additional services may include any of the following work as defined in sections 3.5.1 through 3.5.3.
 - (1) All Bidding phase services not specifically listed above, including but not limited to the following:
 - Assistance to the Owner in confirming responsiveness of bids or proposals

- Assistance to the Owner in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Engineer shall assist the Owner in bidding the Project as follows by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders; and,
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 3.5.2.3 The Engineer shall, as an Additional Service, assist the Owner in bidding the Project as follows:

- .1 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Engineer shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders; and,
- .2 Organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.4 Any additional Bidding phase services not specifically listed above have been excluded from this proposal, including but not limited to the following:

- a. Assistance to the Owner in confirming responsiveness of bids or proposals
- b. Assistance to the Owner in awarding and preparing contracts for construction.

§ 3.5.3 Omitted

(Paragraphs deleted)

§ 3.6 Construction Phase Services-

§ 3.6.1 General

C. Construction phase services included in this contract include work are limited to the following items:

- Assist the owner with general construction phase administration as defined in section 3.6.1.
- Assist the owner in response to contractor questions or requests for information (RFI) and provide appropriate responses and answers as defined in section 3.6.2
- Provide coordination and clarifications with the contractor that may arise during the construction process
- Provide **up to four (4) site observation visits** to the site to review construction progress and to confirm that the construction is meeting the general intent of the project plans and specifications as defined in section 3.6.2. **Any trips in excess of the four trips** may be provided to the owner as an Additional Service in accordance with Article 4.2.
- Reviewing and checking equipment shop drawings and submittals as defined in section 3.6.4.
- Provide one final project observation site visit to create and distribute a final project Punch List and a final letter stating that, to the best of the Engineer's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

D. Construction phase services other than those specifically defined above, **are excluded** from the Engineer's basic services for this contract, but may be provided to the owner as an Additional Service in accordance with Article 4.2. These additional services may include but are not limited to any of the following work as defined in sections 3.6.1 through 3.6.6:

- Review of contractor pay applications and/or attendance at contractor pay meetings as defined in Section 3.6.3
- Addressing changes in work as defined in Section 3.6.5
- Creation and/or Issuing Certificates of Substantial Completion and project completion services as defined in Section 3.6.6.
- Providing to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents. This shall be provided by the Awarded Contractor.

§ 3.6.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2017, those modifications shall not affect the Engineer's services under this Agreement unless the Owner and the Engineer amend this Agreement.

§ 3.6.1.2 The Engineer, shall advise and consult with the Owner during the Construction Phase Services. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Owner issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Engineer shall notify the Owner and Contractor of any Work it determines does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Engineer shall interpret and make a written recommendation to the Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation

of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Engineer.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Engineer shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Engineer's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Engineer's professional judgment, to permit adequate review.

§ 3.6.4.2 The Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of: (1) checking for compliance with applicable laws, statutes, ordinances, orders, codes, rules and regulations; and (2) checking that the Work affected by and represented by such submittals is in general conformance with requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Engineer. The Engineer's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Engineer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Engineer shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Engineer shall:

- 1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- 2 issue Certificates of Substantial Completion;
- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Engineer's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Engineer's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Engineer shall further prepare a punch list of outstanding items of work and inform the Owner of the amount to be retained until final completion.

§ 3.6.6.4 The Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Engineer shall conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Engineer shall provide the listed Supplemental Services only if specifically designated in the table below as the Engineer's responsibility, and the Owner shall compensate the Engineer as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Engineer is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Engineer's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Engineer or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Engineer, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering (if required)	Owner
§ 4.1.1.9 Landscape design (if required)	Owner
§ 4.1.1.10 Architectural interior design	

Supplemental Services	Responsibility (Engineer, Owner, or not provided)
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation, beyond that required in Section 3.6.1	Owner
(Row deleted)	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Engineer's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Procurement Phase Services as defined in Section 3.5 other than those specifically stated as provided by the Engineer	Owner
(Row deleted)	
§ 4.1.1.31 Construction Phase Services as defined in Section 3.6 other than those specifically stated as provided by the Engineer	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Engineer's responsibility is provided below.

(Describe in detail the Engineer's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Engineer's Services documents that can be included as an exhibit to describe the Engineer's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

The engineer has excluded various services for both Procurement Phase Services and Construction Phase Services from the basic services of this contract. The owner shall provide all such services as defined in sections 3.5 and 3.6 above. The owner, at their sole discretion, may request and/or direct the Engineer to perform these services (or parts thereof) as an additional service. The Engineer shall be compensated for all such requested and performed services as an additional service in accord with 4.2 below.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Engineer shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Engineer as provided in Section 11.2.

§ 4.2 Engineer's Additional Services

The Engineer may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Engineer, any Additional Services provided in accordance with this Section 4.2 shall entitle the Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Engineer's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Engineer shall not proceed to provide the following Additional Services until the Engineer receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Engineer.

§ 4.2.2 To avoid delay in the Construction Phase, the Engineer shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Engineer's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Engineer of the Owner's determination. The Owner shall compensate the Engineer for the services provided prior to the Engineer's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Engineer;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Engineer shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Engineer shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

Init.

- .2 Four (4) visits to the site by the Engineer during construction
- .3 Zero (0) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) site observation trip for any portion of the Work to determine final completion and develop a punch list.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Engineer incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Engineer, extension of the Engineer's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service, when the Engineer requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service.

§ 5.12 The Owner shall include the Engineer in all communications with the Contractor that relate to or affect the Engineer's services or professional responsibilities. The Owner shall promptly notify the Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Engineer's consultants shall be through the Engineer.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Engineer's duties and responsibilities set forth in the Contract for Construction with the Engineer's services set forth in this Agreement. The Owner shall provide the Engineer a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Engineer access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish the requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Engineer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Engineer shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Engineer's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Engineer shall provide such an estimate, if identified as the Engineer's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Engineer, the Procurement Phase has not commenced within 90 days after the Engineer submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Engineer shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Engineer in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Engineer shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Engineer to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Engineer could not reasonably anticipate, the Owner shall compensate the Engineer for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Engineer's services for modifying the Construction Documents shall be without additional compensation. In any event, the Engineer's modification of the Construction Documents shall be the limit of the Engineer's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Engineer and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Engineer and the Engineer's consultants.

§ 7.3 The Engineer grants to the Owner a nonexclusive license to use the Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Engineer shall obtain similar nonexclusive licenses from the Engineer's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Engineer rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Engineer and Engineer's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Engineer and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Engineer. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Engineer and the Engineer's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Engineer waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

Init.

If the Owner and Engineer do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Engineer grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Engineer under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for any reason, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer shall be compensated for expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Engineer for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Engineer for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Engineer's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Engineer the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

All fees previously billed still unpaid, plus 10% of the remaining fee left to be billed for work on the project during which the Engineer is terminated.

.2 Licensing Fee if the Owner intends to continue using the Engineer's Instruments of Service:

\$500.00 for accumulation and dispersion of electronic ACAD computer files

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Engineer's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

§ 10.6 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Engineer in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Engineer or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Engineer's Basic Services described under Article 3, the Owner shall compensate the Engineer as follows:

- .1 Stipulated Sum
(Insert amount)

\$24,200.00 plus reimbursable costs
- .2 Percentage Basis
(Insert percentage value)
- .3 Other
(Describe the method of compensation)

AIA contract form purchase cost (reimbursable fee) = \$85.00

§ 11.2 For the Engineer's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Engineer as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Either as a mutually-agreed upon Single Stipulated Sum to be negotiated or on a Time & Material per hour basis at BWC's standard hourly billing rate of \$150.00 per hour.

The Engineer shall not proceed with any Additional Services without prior written authorization from the Owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Engineer as follows:

(Insert amount of, or basis for, compensation.)

Either as a mutually-agreed upon Single Stipulated Sum to be negotiated or on a Time & Material per hour basis at BWC's standard hourly billing rate of \$150.00 per hour.

The Engineer shall not proceed with any Additional Services without prior written authorization from the Owner.

§ 11.4 Compensation for Supplemental or Additional Services of the Engineer's subconsultants when not included in Section 11.2 or 11.3 shall be the amount invoiced to the

(Paragraphs deleted)

Engineer plus Zero percent (0.00 %).

§ 11.5

(Paragraphs deleted)

Omitted

§ 11.6 Omitted

§ 11.6.1 Omitted

§ 11.7 The BWC hourly billing rates for services of the Engineer as stated above in 11.2 and 11.3 are current rates as of the date of this contract. The rates shall/may be adjusted in accordance with the

(Paragraphs deleted)

Engineer's normal annual review practices.

(Table deleted)

zero § 11.8 Compensation for Reimbursable Expenses

(Paragraph deleted)

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Omitted
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Engineer's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Engineer's consultants;
- .9 Omitted
- .10 Omitted
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Engineer and the Engineer's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Engineer's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Engineer normally maintains, the Owner shall pay the Engineer for the additional costs incurred by the Engineer for the additional coverages as set forth below:

(Insert the additional coverages the Engineer is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Engineer.)

§ 11.10 Payments to the Engineer

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Omitted

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Engineer's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Engineer.

Five Percent Per Annum (5%)

§ 11.10.2.2 The Owner shall not withhold amounts from the Engineer's compensation to impose a penalty or liquidated damages on the Engineer, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Engineer agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon request and at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Use of Electronic Files

Data contained on the Engineer's electronic files are part of the Engineer's Instruments of Service and shall not be used by the Owner, Contractor, or Owner's representative, or anyone else receiving this data through or from the Owner, Contractor, or Owner's representative for any purpose other than as a convenience in the preparation of drawings for the referenced project. Any other use or reuse by the Owner, Contractor, or Owner's representative will be at their sole risk and without liability or legal exposure to the Engineer. The Owner, Contractor, or Owner's representative shall make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Engineer, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with the Owner, Contractor, or Owner's representative's use of the electronic files.

Furthermore, the Owner shall, to the fullest extent permitted by law, indemnify and hold the Engineer harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the Owner, Contractor, or Owner's representative use of these electronic files.

These electronic files are neither construction documents nor record documents. Differences may exist between these electronic files and corresponding hard-copy construction documents and existing field conditions. The Engineer makes no representation regarding the accuracy or completeness of the electronic files received. In the event that a conflict arises between the existing field conditions and the electronic files, the existing field conditions govern. The Owner, Contractor, or Owner's representative are responsible for determining if any conflict exists.

Because information presented on the electronic files can be modified, unintentionally or otherwise, the Engineer reserves the right to remove all indicia of ownership and/ or involvement from electronic display. Under no circumstances shall delivery of the electronic files for use by the Owner, Contractor, or Owner's representative be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Engineer be liable for any loss of profit or any consequential damages as a result of the Owner, Contractor, or Owner's representative use or reuse of these electronic files.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Engineer

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

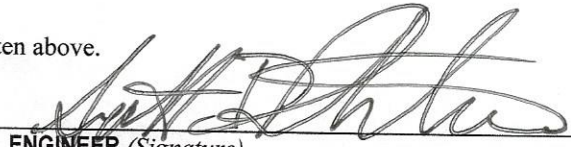
.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Scot Wrighton, City Manager
(Printed name and title)


ENGINEER (Signature)

Scott Richter, President of BWC, Inc.
(Printed name, title, and license number, if required)

Information Technology

DATE: 11/1/2021

MEMO: 2021-10

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Jim Edwards, Director of Information Technology

SUBJECT: Resolution Authorizing the Expenditure of Funds to Purchase and Expand Data Storage for the Police Department Body Worn Camera Project from Presidio Networked Solutions Group.

SUMMARY RECOMMENDATION: Staff recommends awarding a purchase order in the amount of \$78,400.24 to Presidio Networked Solutions Group for the expansion of video storage for the Body Worn Camera (BWC) project.

BACKGROUND: Nearly a year ago the Police Department expanded their use of BWC's to capture additional video for several different types of calls for service. When BWC's were purchased for the Police Department, a tool was provided to us by Panasonic (the manufacturer for the BWC's) to estimate video storage requirements for a five-year period of time. All call for service categories are tracking well within those storage estimates except for Felonies. Video captured for Felonies are often long since the Police Department is required to store uninterrupted video from the start of the call through booking into the Jail. It is not unusual for Felony video's to be hours long and video time has been increasing as tools like Flock assist with closure of more cases in this category. Calls for service in the Felony category must be kept for three years. We now have nearly one year of storage as a gauge for how much video storage space will be required before older cases begin falling off the storage and the level of storage stabilizes. Our current rate of growth is around 1.1 Terra Byte (TB) per week and is expected to be a good average going forward. At that rate, we will need between 121-150 TB to reach stabilization where roughly the new video storage equals the video storage falling off after the three-year period. The City I.T. Department was able to negotiate a deal with Presidio to fill all available slots in our storage enclosures at a 30% discounted rate per TB which will give us roughly 225 TB of additional storage space. Yes, this is over \$100,000 of hardware for a discounted price of \$78,400.24.

PRIOR COUNCIL ACTION: Resolution R2020-117 was approved by City Council on September 8, 2020, to expand Police Data Storage into primary and secondary protective layers for all types of data including BWC video storage.

POTENTIAL OBJECTIONS: There are no known objections

INPUT FROM OTHER SOURCES: Information Technology used the storage rate experienced over the past year to re-estimate storage requirements going forward.

STAFF REFERENCE: Jim Edwards, Director of Information Technology

BUDGET/TIME IMPLICATIONS:

This purchase will be funded by the 2021 American Rescue Plan (ARP).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
BWC Data Storage Quote	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO PURCHASE
AND EXPAND DATA STORAGE FOR THE POLICE DEPARTMENT BODY WORN
CAMERA PROJECT FROM PRESIDIO NETWORKED SOLUTIONS GROUP**

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

Section 1. That the price quote presented to the City Council herewith from Presidio Networked Solutions Group for the purchase of additional Video Storage, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to execute a Purchase Order to Presidio Networked Solutions Group for \$78,400.24.

PRESENTED and ADOPTED this 1st day of November 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

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

jedwards@decaturil.gov
(p) .

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

tgerst@presidio.com
(p) +1.309.306.7833

BILL TO: City of Decatur IL

1 Gary K Anderson Plaza
Decatur, IL 62523

SHIP TO: City of Decatur

1 Gary K Anderson Plaza
Decatur, IL 62523

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: NetApp - Additional Storage

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
Police Department Array					
1	E-X4132A	DSK DRV,12TB,7.2k,12Gb,Non-FDE,DE460C	\$1,120.00	8	\$8,960.00
2	E-X4132A-10-QS	DSK DRV,10x12TB,7.2k,12Gb,Non-FDE,DE460C,QS	\$11,200.05	3	\$33,600.15
Total (Police Department Array):					\$42,560.15
Civic Center Array					
3	E-X4132A	DSK DRV,12TB,7.2k,12Gb,Non-FDE,DE460C	\$1,120.00	2	\$2,240.00
4	E-X4132A-10-QS	DSK DRV,10x12TB,7.2k,12Gb,Non-FDE,DE460C,QS	\$11,200.03	3	\$33,600.09
Total (Civic Center Array):					\$35,840.09
			Sub Total:		\$78,400.24
			Grand Total:		\$78,400.24

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

Pricing

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

Invoicing

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

Freight, Handling, Shipping

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

Warranty and Limitation of Liability

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

Return Policy

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

Cancellation Policy

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

Leases

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

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

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

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

Multi-Year Agreements

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

SmartNet (Third party Maintenance)



QUOTE:

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DATE:

10/19/2021

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- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Export Law Compliance.

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

Miscellaneous Terms

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

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

Customer Signature

Date

City Clerk

DATE: 10/22/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointment - Police Pension Fund Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of David Anthony (Tony) Holly to the Police Pension Fund Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

David Anthony (Tony) Holly	Police Pension Fund Board of Trustees	5/1/2023
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DATED this 1st day of November, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 1st day of November, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of November, 2021.

Julie Moore Wolfe, Mayor