



Monday, October 16, 2023

5:30 PM

City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of September 25, 2023 City Council Study Session

Approval of Minutes of October 2, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Discussion Item: 2024 Property Tax Levy & Aggregate Expenditure/Revenue Analysis
2. Discussion Item: City Code Chapter 52, Alcoholic Liquor
3. Resolution Authorizing the Purchase of a Crime Prevention Surveillance Trailer for the Decatur Police Department
4. Ordinance Amending Zoning Ordinance - Section XXX Zoning Board of Appeals
5. Resolution Accepting Grant from the Illinois Housing Development Authority's Strong Communities Program Round 2
6. Resolution Authorizing Agreement between City of Decatur, IL and Central Illinois Land Bank Authority to Operate Strong Communities Program Round 2
7. Resolution Authorizing an Agreement with Jimmie Soules Bird Repellent Company for Downtown Bird Control
8. Resolution Authorizing Acceptance of the Bid for the Purchase of a Pavement Breaker from Midwest Equipment MFG.

9. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavation Company Inc. for the Old King's Orchard Garden, City Project 2023-05
10. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for the William Street Pump Station Improvements Project, City Project 2022-17
11. Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. to Provide Construction Support Services for the William Street Pump Station Improvement Project, City Project 2022-17
12. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Authorizing Accepting the STEP Grant Awarded to the Decatur Police Department by the Illinois Department of Transportation
 - B. Ordinance Annexing Territory 2574 & 2570 South Shores Drive
 - C. Resolution Authorizing Action Regarding Unsafe Structures
 - D. Receiving and Filing of Minutes of Boards and Commissions
 - E. Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)
 - F. Resolution Approving Reappointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)
 - G. Resolution Approving Appointment - Historical and Architectural Sites Commission
 - H. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings
 - I. Resolution Regarding Halloween Trick or Treat Hours

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session Pursuant to Section 2(c)(5), the Purchase or Lease of Real Property for the Use of the Public Body

VIII. New Business

Resolution Authorizing Farmland Real Estate Purchase Pursuant to the Water Consultant's Recommendations

IX. Adjournment

Monthly Reports, September, 2023

ATTACHMENTS:

Description	Type
Minutes of September 25, 2023 City Council Study Session	Backup Material

CITY COUNCIL MINUTES STUDY SESSION

Monday, September 25, 2023

On Monday, September 25, 2023, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., at the South Water Treatment Plant, 1155 South Martin Luther King, Jr. Drive, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Dennis Cooper. 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 a Study Session on Water & Utility Capability, Distribution, Inspection & Planning.

City Manager Wrighton provided an overview of the study session.

Mr. Robert Weil, Assistant City Engineer, gave a brief description of the South Water Treatment Plant process.

Ms. Chaundra Smith, Water Operations Supervisor, provided a short tour of the South Water Treatment Plant highlighting the claricone project, chemical feed system and reviewed electrical improvements.

Ms. Jennifer Gunter, Watershed and Lake Manager, gave a status report on watershed grants and future projects.

Mr. Robert Weil, Assistant City Engineer, gave an update on water supply upgrades needed for industrial growth in the Northeast quadrant of the city, active projects and reviewed options for providing additional water and sewer infrastructure.

Mr. Keith Alexander, Water Production Manager, gave an update on the former Vulcan pit, Lake Tokorozawa and Rhodes Landfill and Dewitt Wellfield improvements.

Mr. Matt Newell, Public Works Director, spoke about new water source ideas and future water solutions.

Council members discussed the strategies for increasing water supply and providing more water to the Northeast quadrant.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

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

Mayor Moore Wolfe declared the Study Session adjourned at 7:12 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of October 2, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of October 2, 2023 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, October 2, 2023

On Monday, October 2, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Dennis Cooper. 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: Mike Tumbleson and Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the September 18, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Councilman Cooper abstained from the vote. Mayor Moore Wolfe declared the motion carried.

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

R2023-201 Resolution Accepting Proposal of Truescreen Inc. for Background Check Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

2023-65 Ordinance Amending City Code Chapter 50 Licenses, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

R2023-202 Resolution Authorizing Professional Service Agreement with OpenGov Inc. for Food and Beverage Tax Conversion to Cloud Based Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-203 Resolution Designating Honorary Street - Jefferson & Booker Joyner, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-204 Resolution Designating Honorary Street - Staley Square, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-205 Resolution Authorizing Agreement with Community Investment Corporation of Decatur for Managing the Decatur Homebuyer Ecosystem, Counseling and Education Program, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Cordaryl Patrick, Director of Economic and Community Development, provided additional background information and responded to questions from Council members regarding funding sources and details of the agreement.

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

2023-66 A Ground Water Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply for the Designated Area South and West of a Former Manufactured Gas Plant

Located at 515 East Main Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Mr. Matt Newell, Public Works Director, answered questions from Council members regarding site remediation.

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

R2023-206 Resolution Authorizing a Highway Authority Agreement and Environmental Indemnity Agreement between the City of Decatur and Ameren Illinois for Portions of the City Right of Way on Wood Street and Industry Court, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

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

Item A. R2023-207 Resolution Rescinding Resolution No. 2023-187 Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

Item. B. R2023-208 Resolution Rescinding Resolution No. 2023-188 Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

Item C. R2023-209 Resolution Authorizing Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

Item E. R2023-210 Resolution Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024

Item F. 2023-67 Ordinance Annexing Territory 2580 South Shores Drive

Item G. 2023-68 Ordinance Annexing Territory 3044 Tempe Drive

Item H. 2023-69 Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Lynette Drive at West Berry Drive and North Lynette Place Facing West Berry Drive and North Lynette Place

Councilwoman Gregory moved A. through C. and E. through H. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Pat

McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe. Mayor Moore Wolfe declared the motion carried.

R2023-211 Resolution Authorizing Equipment Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2023 to October 1, 2024, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Ruby James, Director of Finance, answered questions from Council members regarding the need for mobile equipment insurance.

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

R2023-212 Resolution Authorizing City Manager to Amend the Terms of Agreement for the American Rescue Plan Funds to Land of Lincoln Credit Union, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Cordaryl Patrick, Director of Economic and Community Development, answered questions from Council members regarding program funding eligibility.

Upon call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper 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.

Councilman McDaniel spoke about his trip to Seevetal, Germany with the Decatur Sister Cities delegation. Councilman Horn asked for a consensus of Council members to act on prohibiting CO2 pipelines in the city at a future City Council meeting. There was no consensus to place the item on an upcoming agenda.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:02 p.m.

Approved _____
Kim Althoff
City Clerk

City Clerk

DATE: 10/12/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Discussion Item: 2024 Property Tax Levy & Aggregate Expenditure/Revenue Analysis

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Supporting Documentation 1	Backup Material
Supporting Documentation 2	Backup Material
Supporting Documentation 3	Backup Material
Supporting Documentation 4	Backup Material

October 12, 2023

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

FROM: Scot Wrighton, City Manager

RE: Property Tax & Preliminary Budget, Revenue/Expenditure Questions

The City Council has historically discussed options for its annual property tax levy during its second meeting in October, at which time they give feedback to staff on how to prepare the next year's property tax levy. The tax levy is adopted in December. While an independent discussion about property taxes can be informative, I have never liked this method for preparing the governing body for action on how to formulate the annual levy. The annual property tax rate should *not* be considered in a vacuum (as has been past practice). Rather, property taxes should be studied within the context of the city's overall financial condition, future financial obligations, and the specific municipal activities funded by property taxes.

Therefore, this discussion item concerns general revenue and expenditure questions, with answers to be developed and subsequently included in the FY2024 recommended budget—only one of these questions concerns a new property tax levy. In general, where is the council willing to adopt other revenues so that we come to rely less on property taxes?

For the first time in several years, the city's equalized assessed valuation (EAV) will be increasing significantly. The city's total EAV will increase next year by 11% to 12%. Contrary to common belief, the City Council does not set a property tax *levy*. Instead, the annual city tax ordinance sets a total dollar amount, approved by the council, to be raised from property taxes. In calculating property tax options for the council, staff estimates what the levy will likely be, based upon recommended dollar amounts, changes to each township's EAV, likely offsets by the Board of Appeals (which are typically minor), and other variables. If the EAV goes up, then the city can raise more money with the same levy as the previous year. If the EAV goes down, even keeping the dollar amount the same results in an increase in the property tax levy. The county sets the levy based on the dollars requested by all local governments in their tax ordinances. Staff has attached several options for a 2024 city property tax ordinance. They illustrate that public safety pensions continue to erode General Fund financial capacity.

Although every municipality is a little different, Decatur does not use property taxes to fund special purpose and enterprise funds which have their own dedicated revenue streams (e.g., MFT, TIF, Water, Sewer, Broadband, etc.). Instead, the city uses property taxes to fund general governmental costs and selected trust accounts. Decatur uses property taxes for only five (5) functions: fire pensions (trust), police pensions (trust), the public library (general government), general obligation debt payments (general government), and the municipal band (general government). By state law, the City Council can utilize property taxes to raise revenue for dozens of other municipal functions; but in recent years the council's desire to conservatively

manage the aggregate tax levy, plus the burgeoning costs of public safety pensions, have pushed other municipal functions off the property tax levy, leaving only these five.

<u>Levy Category</u>	<u>Percent of City Levy</u>
Fire Pensions	38.7%
Police Pensions	35.8%
Municipal Library	21.3%
General Obligation Debt	3.8%
Municipal Band	0.4%

Depending on the location of real estate, an average Decatur property owner pays a consolidated property tax bill comprising separate tax levies from 10 to 12 different local government jurisdictions, consolidated onto one bill and mailed out by the county. By far the largest recipients of property taxes in Decatur and Macon County are public schools. Throughout the county, school district property taxes constitute over half of every property owners' tax bill. By comparison last year, the city of Decatur accounted for only about 15% of total property taxes levied inside the city, followed closely by the Decatur Park District and Macon County. Attached documents suggest taking this number to 16% next year.

Illinois has some of the highest property taxes in the nation, primarily because: 1) Illinois has an excessive number of overlapping local taxing jurisdictions [more than any other state in the nation], and 2) because Illinois State government consistently underfunds public education—forcing local school districts to increase their reliance on property taxes. Due to widespread disdain for property taxes, the City Council has sought to slightly decrease its dependence on property taxes in the last three years, levying less than it could lawfully extend; but this restraint and conservatism goes unnoticed because other local governments' tax increases offset the city's restraint. The City Council mostly "held-the-line" on property tax increases during the pandemic, and for a year after; but it is increasingly difficult to continue restraining city property tax increases as public safety pension demands consistently exceed inflation rates, and as the Illinois General Assembly increases public safety pension benefits almost every year.

Decatur's public safety employees are entitled to rely on a fair and predictable pension; and no reform under consideration endangers anyone's pension. But in FY2024, fire pension obligations are projected to cost taxpayers 68% of base fire payroll costs [down from 69% in FY2023]. Police pension obligations will cost taxpayers 47% of base police payroll costs [up from 44% in FY2023]. By comparison, the combined city costs of IMRF pensions and Social Security for all other categories of Decatur employees will cost taxpayers less than 14% of base payroll costs. Sadly, the Illinois General Assembly is now being asked to make the situation worse. The legislature is considering eliminating Tier 2 police and fire pensions, which will blow-up public safety pension costs across the State of Illinois, resulting in property tax increases in most counties (if adopted). Tier 2 was a pension reform measure enacted 13 years ago to gradually reduce pension costs using a lower tier of benefits only for new public safety officers, grandfathering older officers into Tier #1. Only now are many fire and police departments, including Decatur's, starting to see the positive financial impacts from the implementation of

Tier 2. Just as the reform starts to work, however, the legislature is being asked by statewide public safety unions to abolish it, and put all public safety employees into the much more expensive Tier 1. One of their arguments is that the 2-tiered system is a barrier to recruiting public safety officers; but there is no data to support such a claim.

Like almost all other employers in Illinois, fire and police departments have experienced greater difficulties in recruiting qualified applicants since the pandemic; but it has nothing to do with the State's 2-tiered pension reforms. Illinois fire and police pensions remain more generous than those of surrounding states. Another public safety pension reform was enacted in 2020 in the form of pension consolidation, whereby the 650+ local fire and police pensions were consolidated into just 2—the Illinois Fire Pension System and the Illinois Police Pension System. Under this reform, local pension boards remain in place, but the assets are consolidated so they can yield better investment returns. This reform was very important for long-term financial solvency, but so far it has had limited impact on the growth of local public safety pension costs.

Several years ago, the city began charging its enterprise funds for “payments in lieu of taxes (PILOTs)” to move a portion of public safety pension and library obligations off the property tax levy (essentially treating enterprise funds (like the water and sewer funds) as taxable entities for purposes of financing public safety pensions and library costs). This means the full cost of public safety pensions is not reflected in the annual property tax levy. Regardless of what city funding source pays for public safety pension costs, these obligations eat up a larger and larger portion of general governmental revenues every year. This trend, combined with high inflation since 2021, supply chain-related cost increases, labor shortages (which also drives-up inflation), significant increases in liability insurance and fuel, a reduction in State revenues, and all while the U.S. and local economies slow down (according to economic experts), and the result is a reduction in city revenues and cash reserves next year. Therefore, the city needs to make revenue and expenditure adjustments, even though it has maintained policy-dictated reserves to buffer financial downturns. Reserves will not be enough to keep the city financially strong and resilient in the face of these trends.

Decatur has been fortunate to land several new industries in the last two years that will be making significant local investments, and which will, eventually, add to the taxable base and significantly increase the city's EAV, its population and, therefore its economy. However, these investments will not be fully loaded into the tax base until later in the 2020s. In the meantime, the city needs to assemble new financial resources now just to maintain high quality municipal services, and still have sufficient funds to incentivize much-needed new middle-class housing, maintain its rolling stock, fix critical infrastructure (last year it was roofs at the library and Municipal Service Center; in 2024 we need to make major repairs to downtown parking decks, the Central Park fountain, and pursue upgrades at the Civic Center). The city can balance its budgets by deferring capital needs, but does so at its financial peril. Out-year costs only go up, especially in an inflationary environment. After several years of marginal tax adjustments, the city now needs to financially bridge itself into the latter 2020s. For this reason, I recommend that the council consider adding \$2 million to \$3 million per annum to General Fund revenues.

Besides opposing bad pension legislation, there are other expenditure and revenue options that have been, and can be, considered to deal with these trends. The city has kept a lid on the creation of most new positions—especially those supported by the General Fund. The city finds efficiencies wherever possible, often contracting out work to avoid hiring new staff. It tries to have some public safety tasks performed by non-sworn officers. Some technology enhancements result in long-term operational savings for the city; and the city aggressively seeks grants and partnership agreements to defray capital and operating costs whenever possible. But even with these economies, the city needs additional revenues.

Question #1: Inflation and rising public safety pension costs will continue to push non-pension costs off the property tax levy, thereby requiring more General Fund support; so, what alternatives are there concerning alternative revenue and expenditure strategies, or some combination of these?

Pie charts illustrating projected FY2024 expenditures and revenues are attached. Staff is still working to finish the “City Manager’s Recommended Budget,” and will make more modifications in this document in the days ahead. It will be released to council members at the end of the October. What the preliminary pie charts show, however, is that the General Fund is very close to being in-balance—but it still lacks the contingencies and special projects reserves that I believe the city needs to be ready to incentivize new housing projects, subsidize other large revitalization/redevelopment projects not included in the budget, provide customized inducements to attract more industries to move to Decatur, keep pace with essential capital needs, and retain reserves at a time of economic uncertainty when they are most needed, etc. This is why I request an additional \$2 million to \$3 million be added to the General Fund.

An annotated list of potential General Fund and general governmental revenue and expenditure options is attached to this memo. It is recommended that a combination of these strategies be deployed to diversify the revenue mix. Following a period of discussion, council members are requested to provide feedback as to their willingness to consider some or all of these options. The more that new non-property tax revenues can be identified, the less the city will need to rely on property taxes.

Question #2: Based on council’s tentative answers to question #1 above, which property tax adjustment option is best for keeping up with inflationary and pension mandate pressures?

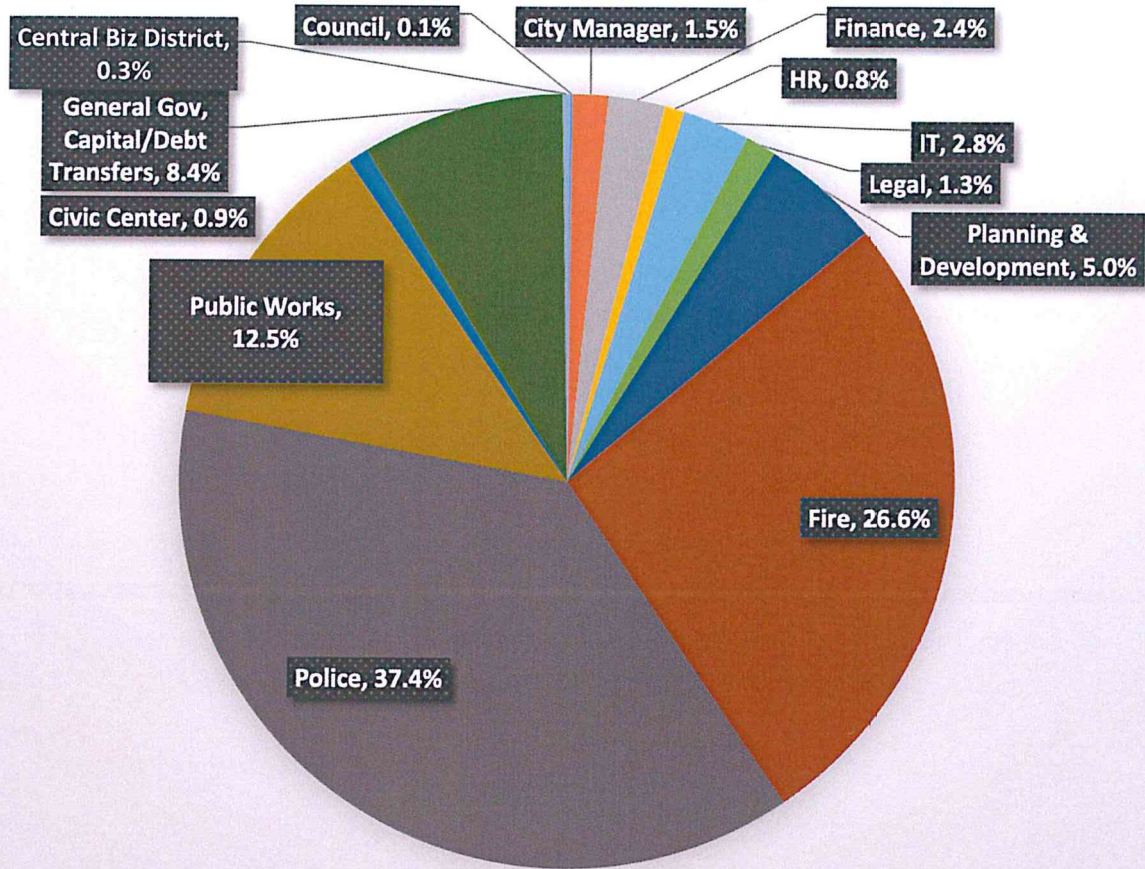
During the 2022 budget review sessions (for preparation of the FY2023 budget), the City Council requested that in the following year the budget include an appendix listing all non-utility permits, licenses and other fees assessed by the city. A draft of this appendix is attached. It will be reformatted before it is included in the “City Manager’s Recommended Budget.” Fees do not make up a large part of General Fund revenues. With only a few exceptions, staff will *not* be recommending significant changes in these non-tax fees; but they will recommend that the city take more aggressive actions to make sure these fees are even and fairly applied to all persons and entities that are obligated to pay them.

Apart from general governmental needs, however, another major category of municipal service delivery requires special attention to ensure that beginning in FY2025 the city has sufficient revenues to sustain a strong commitment to community revitalization and redevelopment. A large percentage of the city's community/neighborhood revitalization projects have been funded by ARP, CARES, CDBG and special one-time grants—most reported in Funds 84 and 99. By the end of FY2024, most of the city's ARP monies will have been expended or otherwise contractually obligated (as required by the U.S. Treasury Department). Rather than wait for next year's budget to plan for replacement revenues to fund neighborhood revitalization and community development projects, it is strongly recommended that the council identify now the replacement revenues to be deposited into Fund 84 to continue these development initiatives. An annotated list of possible Fund 84 (community revitalization) revenues that are *dedicated* to neighborhood redevelopment is attached to this memo. I am confident that Decatur is in a strong position to continue receiving grants to help sustain the council's community and neighborhood redevelopment priorities. But they will not be enough.

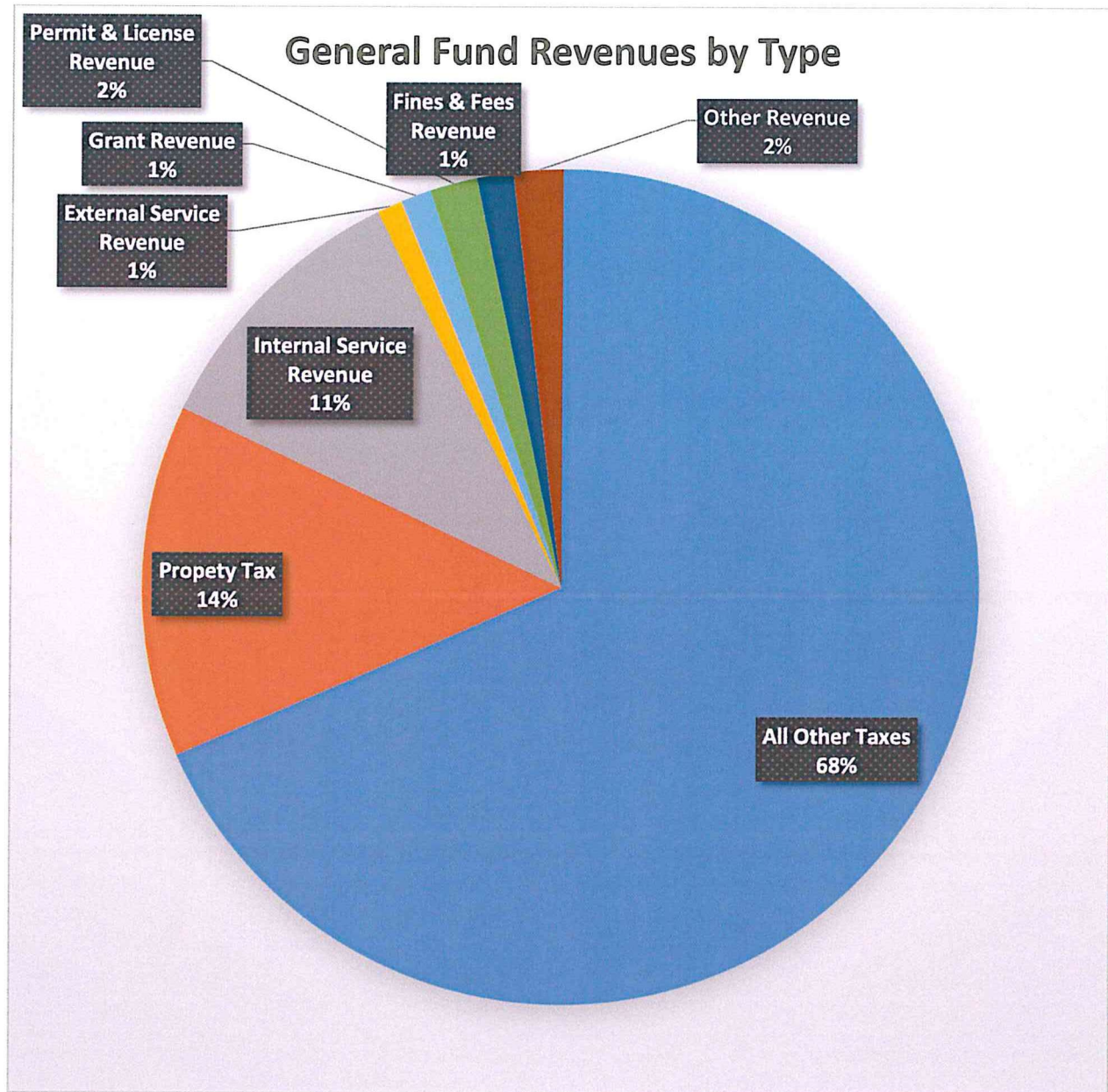
Question #3: What additional revenue streams should the city incorporate into its next budget to ensure that there are sufficient funds in FY2025 and beyond to maintain a robust level of neighborhood and community development (separate from the General Fund)?

The council's answers to these questions will be embodied later in the budget, or into ordinances, or in City Council Policies. The October 16 agenda item, however, is only a general discussion item; no formal votes will be taken. The feedback provided by council members will be used by staff to finish compiling the "City Manager's Recommended Budget" for FY2024—which will be distributed to governing body members before the end of October.

General Fund Expenses by Type

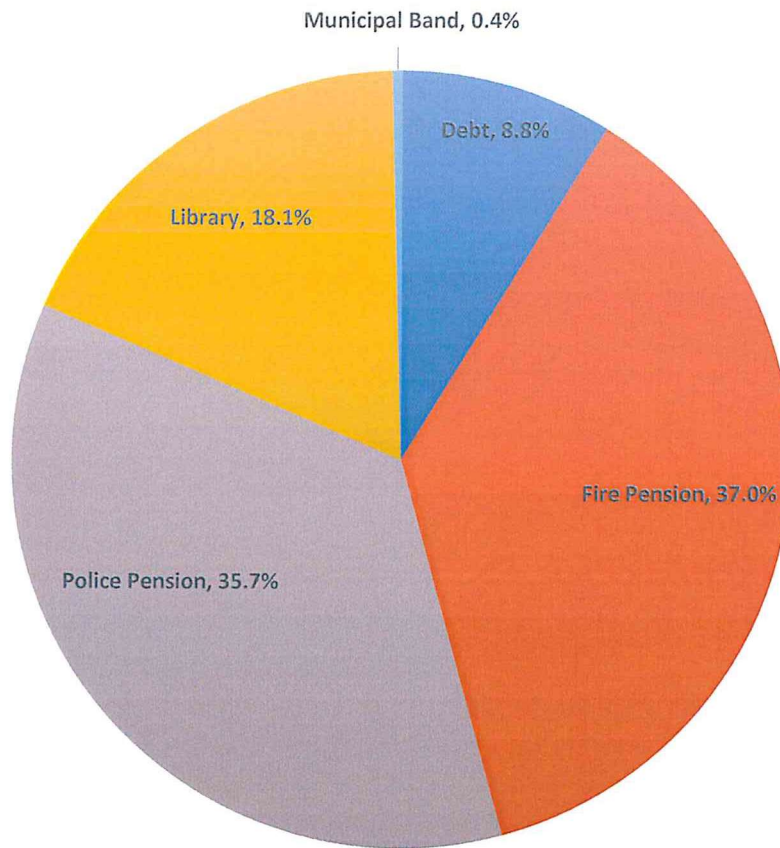


General Fund Expense Breakdown		General Fund Expenses by Type - FY24	
Council	86,412	Council	0.1%
City Manager	1,358,519	City Manager	1.5%
Finance	2,140,203	Finance	2.4%
Human Resources	740,439	HR	0.8%
Information Technology	2,558,671	IT	2.8%
Legal	1,177,117	Legal	1.3%
Planning & Development	4,515,178	Planning & Development	5.0%
Fire	24,123,417	Fire	26.6%
Police	33,989,598	Police	37.4%
Public Works	11,360,748	Public Works	12.5%
Civic Center	787,980	Civic Center	0.9%
General Gov, Capital/Debt Transfers	7,649,850	General Gov, Capital/Debt Transfers	8.4%
Central Biz District	285,000	Central Biz District	0.3%
	90,773,132		100%



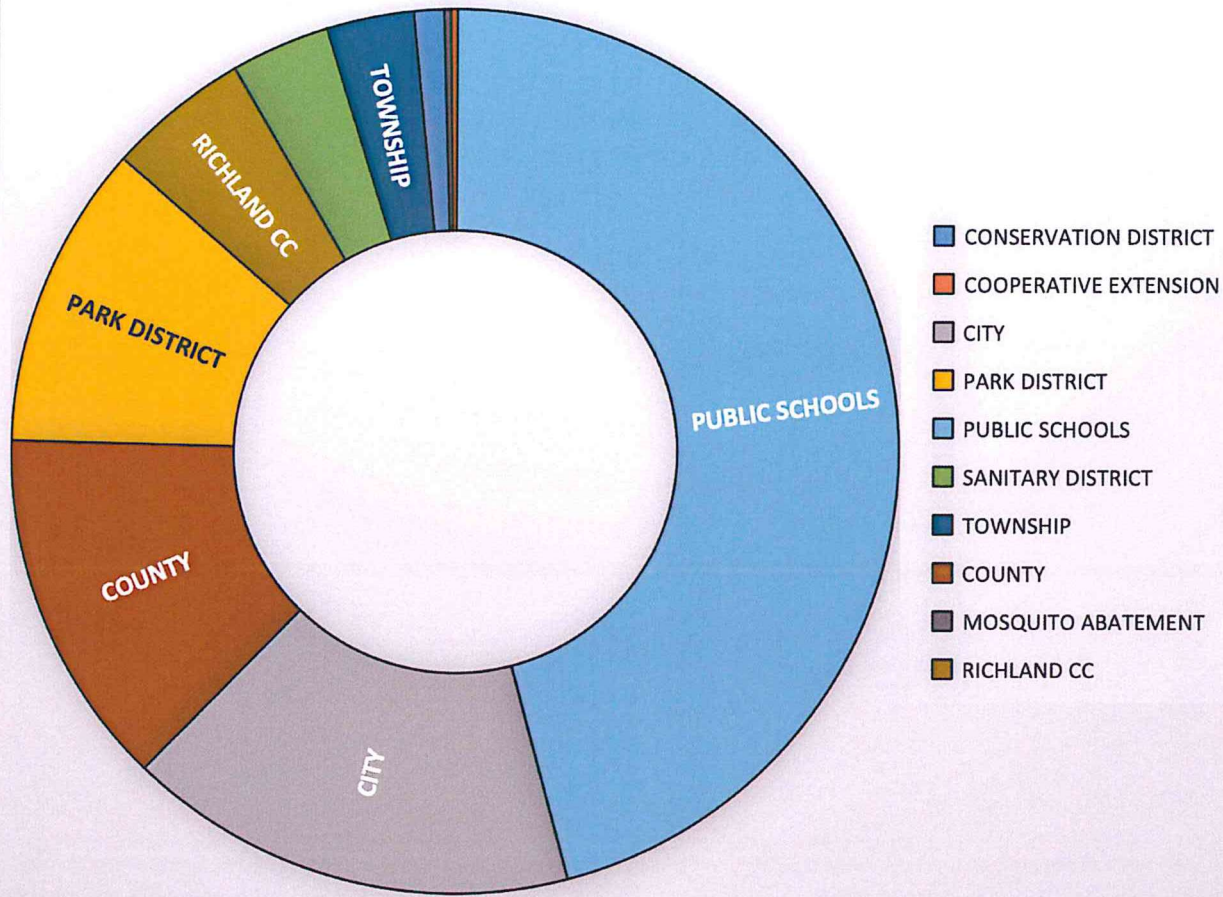
General Fund Revenue Sources		General Fund Revenue Sources		% of Total
All Other Taxes	61,977,000	All Other Taxes		68.4%
Property Tax	12,342,429	Property Tax		13.6%
Internal Service Revenue	9,676,406	Internal Service Revenue		10.7%
External Service Revenue	883,000	External Service Revenue		1.0%
Grant Revenue	1,081,000	Grant Revenue		1.2%
Permit & License Revenue	1,635,000	Permit & License Revenue		1.8%
Fines & Fees Revenue	1,282,000	Fines & Fees Revenue		1.4%
Other Revenue	1,728,165	Other Revenue		1.9%
	90,605,000			100.0%

Property Tax Funded Items



Property Tax Funded Items		Property Tax Funded Items		% of Total
Debt	1,496,354	Debt		8.8%
Fire Pension	6,276,169	Fire Pension		37.0%
Police Pension	6,066,260	Police Pension		35.7%
Library	3,072,539	Library		18.1%
Municipal Band	70,000	Municipal Band		0.4%
	16,981,322			100.00%

Taxing Districts - Who Takes the Most of Your Dollars?



123 S Delmar Ave (staff mbr's home address)

Taxing Districts	Rate	Net Total Taxes	% of Total	Taxing Districts	
CO HEALTH & MENTAL HEALTH	0.24138	\$ 84.61	2.3%	CONSERVATION DISTRICT	1.1%
CONSERVATION DISTRICT	0.11471	\$ 40.21	1.1%	COOPERATIVE EXTENSION	0.2%
COOPERATIVE EXTENSION	0.0252	\$ 8.83	0.2%	CITY	16.4%
DECATUR CITY	1.6908	\$ 592.64	16.4%	PARK DISTRICT	11.1%
DECATUR PARK DISTRICT	1.14315	\$ 400.69	11.1%	PUBLIC SCHOOLS	45.9%
DECATUR PUBLIC SCHOOLS	4.71996	\$ 1,654.39	45.9%	SANITARY DISTRICT	3.6%
DECATUR SANITARY DISTRICT	0.36992	\$ 129.66	3.6%	TOWNSHIP	3.2%
DECATUR TOWNSHIP	0.32667	\$ 114.50	3.2%	COUNTY	13.1%
MACON COUNTY	1.10193	\$ 386.24	10.7%	MOSQUITO ABATEMENT	0.2%
MACON MOSQUITO ABATEMENT	0.02528	\$ 8.86	0.2%	RICHLAND CC	5.2%
MAHOMET AQUIFER	0	\$ -	0.0%		100.0%
RICHLAND CC 537	0.5304	\$ 185.91	5.2%		
	10.2894	\$ 3,606.54	100%		

City of Decatur, Illinois
2023 Proposed Property Tax Levy
Tax Levy Options Summary
For City Council Consideration

9/26/2023 st
10/11/2023 rj

2023 Proposed Tax Levy Options				
Option Descriptions	Current 2022 Levy	2023 Proposed 7% Increase Option	2023 Proposed 10.82% Increase Option	2023 Proposed All Expenses Option
Assumptions				
EAV Increase Assumption	7.05%	10.82%	10.82%	10.82%
City Tax Rate Assumption	1.6190200	0.0156322	0.0161903	0.0198793
EAV \$ Assumption	\$ 946,457,554	\$ 1,048,857,079	\$ 1,048,857,079	\$ 1,048,857,079
Decatur's Tax Levy Payment Obligations				
General Obligation Bond Debt	\$ 654,002	\$ 911,001	\$ 1,496,354	\$ 2,712,507
Police Pension	\$ 5,530,057	\$ 6,066,260	\$ 6,066,260	\$ 7,071,056
Firefighter Pension	\$ 6,100,014	\$ 6,276,169	\$ 6,276,169	\$ 7,384,525
Library	\$ 2,972,539	note 1 \$ 3,072,540	note 1 \$ 3,072,539	note 1a \$ 3,612,500
Municipal Band	\$ 66,725	note 2 \$ 70,000	note 2 \$ 70,000	note 3 \$ 70,000
Total				
Tax Levy Amount	\$ 15,323,337	\$ 16,395,970	\$ 16,981,322	\$ 20,850,588
Levy Increase Amount from Current		\$ 1,072,633	\$ 1,657,985	\$ 5,527,251
Levy Increase Percentage from Current		7.00%	10.82%	36.07%
Residual General Fund Requirements				
Levy Available to Fund Requirements		\$ 16,395,970	\$ 16,981,322	\$ 20,850,588
General Fund Necessary to Fund Beyond Levy		\$ 4,454,618	\$ 3,869,266	\$ -

Notes:

- Pension amounts are reduced by the projected PILOT revenue amount. Police and Fire Pensions are projected at the actuarial contribution level based upon the January 1, 2023 Actuarial Valuation Report dated August 17, 2023.
- Police and Fire Pensions are projected at the actuarial contribution level based upon the January 1, 2023 Actuarial Valuation Report dated August 17, 2023, without PILOT adjustment.
- Library fund includes \$100,000 for salary and benefit increases.
- Library fund includes \$100,000 for salary increases and \$540,000 for a mobile library.
- 2022 increase in the tax levy was 2.5% for the City of Decatur.
- Average increase for median household of a \$114,000 home with a 10.82% increase in the tax levy will be less than \$100

Assessed Valuation Projection Methodology

Overall EAV baseline 2022				\$ 946,457,554	2021 EAV	\$884,161,072
					2022 growth	7.05%
Projected						
		County EAV as of Oct. 10	\$	1,064,829,522	% Growth	
Possible Reductions:	Board of Appeals	\$	(5,324,148)		12.50%	
	State Adjustment	\$	(10,648,295)		-0.50%	
					-1.00%	
Estimated 2023 EAV			\$	1,048,857,079	10.82%	

Projected Total EAV includes:

- Actual County Assessment Value used as of October 10, 2023.
- Total EAV contains annexations and construction adjustments.
- 2023 is a quadrennial assessment year providing a trueup of property values to market prices.
- EAV adjustment from initial filing with the state to final EAV varies from -1.5% to +1.2% overall.

DECATUR POLICE DEPARTMENT

Code Reference	Description	Fee Amount	Last Reviewed
Ch. 13 § 4	FOIA Crash Report Request Fee	\$ 10.00	No Date
Ch. 13 § 4	Investigated crash Report Request Fee	\$ 20.00	No Date
Ch. 41 § 11(E)	Major Parade Route Permit	\$ 250.00	7/30/2012
Ch. 41 § 11(E)	Minor Parade Route Permit	\$ 100.00	7/30/2012
Ch. 41 § 11(E)	Alternate Route with Street Closure Permit	\$ 250.00	7/30/2012
Ch. 41 § 11(E)	Alternate Route with Escort Only Permit	\$ 100.00	7/30/2012

ECONOMIC DEVELOPMENT DEPARTMENT

Code Reference	Description	Fee Amount	Last Reviewed
Ch. 31, § 14	Certificate of Appropriateness		12/1/2014
Ch. 31, § 16(A)	Certificate of Demolition	\$ 75.00	12/1/2014
Ch. 35 § 7	Numbering of Buildings	\$ -	2/6/2017
Ch. 41 § 3	Permit for Advertising Distribution on public walkway	\$ 50.00	7/30/2012
Ch. 41 § 5, 12	Enclosure on Sidewalk (more than 15" extended)	\$ 50.00	11/5/2018
Ch. 41 § 5, 12	Fence on Side-walk (more than 15" extended)	\$ 50.00	11/5/2018
Ch. 41 § 5, 12	Sign on Sidewalk (more than 15" extended)	\$ 50.00	11/5/2018
Ch. 41 § 5, 12	Archway on Sidewalk (more than 15" extended)	\$ 50.00	11/5/2018
Ch. 41 § 5, 12	Structure on Sidewalk (more than 15" extended)	\$ 50.00	11/5/2018
Ch. 41 § 5, 12	Display of Goods on Sidewalk	\$ 50.00	11/5/2018
Ch. 63 § 14	Mobile Park Plan Review	\$ 150.00	2/6/2017
Ch. 67, § 9(a)	Residential building permit	\$ 50.00	1/6/2020
Ch. 67, § 9(a)	Residential Fence building permit	\$ 50.00	1/6/2020
Ch. 67, § 9(a)	Commercial building permit	\$ 150.00	1/6/2020
Ch. 67, § 9(a)	Commercial Fence building permit	\$ 150.00	1/6/2020
Ch. 67, § 9(c)	Outside permanent display structure permit	\$ 50.00	1/6/2020
Ch. 67, § 9(c)	Outside temporary Sign structure permit	\$ 25.00	1/6/2020
Ch. 67, § 9(d)	Inground Swimming Pool w/elec & plumb. installation permit	\$ 200.00	1/6/2020

Code Reference	Description	Fee Amount	Last Reviewed
Ch. 67, § 9(d)	Aboveground Swimming Pool installation w/ elec. permit	\$ 125.00	1/6/2020
Ch. 67, § 9(d)	Aboveground Swimming Pool installation w/out elec. plumb. permit	\$ 50.00	1/6/2020
Ch. 67, § 9(e)	Tent, Air Supported or temporary structure	\$ 30.00	1/6/2020
Ch. 67, § 9(e)	Tent, Air Supported or temporary structure w/ Electrical required	\$ 50.00	1/6/2020
Ch. 67, § 9(f)	Residential Plan Review Fee (2 reviews)	\$ 75.00	1/6/2020
Ch. 67, § 9(f)	Commercial Plan Review Fee (2 reviews)	\$ 200.00	1/6/2020
Ch. 67, § 9(f)	Additional Residential Plan Review Fee	\$ 100.00	1/6/2020
Ch. 67, § 9(f)	Additional Commercial Plan Review Fee	\$ 250.00	1/6/2020
Ch. 67, § 9(g)	Expired Permit renewal/alteration/or not passing inspection	\$ 50.00	1/6/2020
Ch. 67, § 18	Reinspection Fees	\$ 45.00	1/6/2020
Ch. 67.1, § 4(a)	Permit with Zoning Variance R-1	\$ 150.00	6/5/2017
Ch. 67.1, § 4(a)	Permit with Zoning Variance R-2	\$ 150.00	6/5/2017
Ch. 67.1, § 4(a)	Permit with Zoning Variance R-2	\$ 150.00	6/5/2017
Ch. 67.1, § 4(a)	Permit with Zoning Variance R-5	\$ 150.00	6/5/2017
Ch. 67.2, § 10	Permit Fees set forth in Ch. 67 § 9		1/6/2020
Ch. 68, § 13	Reinspection Fee after 3(+) Non-Corrective actions made	\$ 30.00	1/6/2020
Ch. 67, § 9(f)	Commercial Plan Review Fee (2 reviews)	\$ 200.00	1/6/2020

FINANCE DEPARTMENT

Code Reference	Description	Fee Amount	Last Reviewed
Ch. 18, § (4)(I)	Check return	\$ 25.00	9/8/2020
Ch. 25, § 3	Electrical Contractor License	\$ 100.00	4/4/2022
Ch. 26, § 8	Mechanics License	\$ 100.00	10/1/2007
Ch. 26, § 8	Mechanical Contractor License	\$ 100.00	10/1/2007
Ch. 34, § 66(B)	Lot G Downtown Employee Parking Permit	\$ 25.00	11/19/2012
Ch. 34, § 72(A)54	Pay to park Spaces	\$ 0.25	7/1/2013
Ch. 34, § 72(A)56A	Uncovered Parking - Monthly	\$ 15.00	7/1/2013
Ch. 34, § 72(A)56B	Covered Parking - Monthly	\$ 25.00	7/1/2013
Ch. 34, § 72(A)60	Impoundment of Vehicle - Processing Fee	\$ 35.00	7/1/2013
Ch. 34, § 72(A)64	Conference or Convention Parking Permits	\$ 3.00	7/1/2013
Ch. 34, § 72(A)65 (B)	Downtown Resident Parking Permits - Class B	\$ 60.00	7/1/2013
Ch. 34, § 72(A)66(B)	Downtown Employee parking Permits Lot G	\$ 25.00	11/19/2012
Ch. 34, § 72(A)66(B)	Downtown Employee parking Permits	\$ 15.00	11/19/2012
Ch. 42 § 7	220 ILCS 5/21-801(b) Communication Provider Service Permit	Negotiated	
Ch. 42 § 16 (A)(1-2)	Non-Exempt Provider of cable or video service	5% Gross Revenue	
Ch. 42 § 16(B)(1-2)	PEG access Support	1% Gross Revenue	
Ch. 44 § 5(f)	Fireworks	\$ 300.00	11/21/2016
Ch. 47 § 20	1 yr Spayed or Neutered Pet registration	\$ 15.00	10/31/2011
Ch. 47 § 20	1 yr Registration for pets under 1 yr of age	\$ 15.00	10/31/2011
Ch. 47 § 20	1 yr Not Spayed or Neutered Pet registration	\$ 50.00	10/31/2011
Ch. 47 § 20	3 yr Spayed or Neutered Pet registration	\$ 45.00	Not in Code, (Likely conforming to veterinary practice)
Ch. 47 § 20	3 yr Not Spayed or Neutered Pet registration	\$ 150.00	Not in Code, (Likely conforming to veterinary practice)
Ch. 50.1 § 5	Transient Merchant or Itinerant Vendor License	\$ 100.00	11/21/2016
Ch. 51.2 § 3	Certificate of Registration Retail food Facility	\$ -	
Ch. 51.5 § 3	Hotel Use License	\$ 400.00	4/17/2023
Ch. 51.5 § 3	Hotel Short Term residential Unit	\$ 25.00	4/17/2023
Ch. 52 § 7	Liquor License: Class A-E, G-L, O,	\$ 2,200.00	4/26/2020
Ch. 52 § 7	Liquor License: Class F	\$ 725.00	4/26/2020
Ch. 52 § 7	Liquor License: Class N	\$ 1,400.00	4/26/2020
Ch. 52 § 7	Liquor License: Class P	\$ 6,000.00	4/26/2020
Ch. 52 § 7	Liquor License: application to transfer	\$ 100.00	4/26/2020
Ch. 52 § 7	Caterer's Permit	\$ 100.00	4/26/2020
Ch. 52 § 7	1 st Temporary Liquor License	\$100/day	4/26/2020

Ch. 52 § 7	2 nd Temporary Liquor License	\$150/day	4/26/2020
Ch. 52 § 7	3 rd Temporary Liquor License	\$200/day	4/26/2020
Ch. 52 § 7	4 th Temporary Liquor License	\$250/day	4/26/2020
Ch. 52 § 7	5 th Temporary Liquor License	\$250/day	4/26/2020
Ch. 52 § 7	6 th Temporary Liquor License	\$250/day	4/26/2020
Ch. 52.1 § 2, 8	Places of Amusement	\$ 100.00	
Ch. 53 § 5	Ambulance License	\$ 1,000.00	4/3/2023
Ch. 54 § 4	Public Hire amusement device	\$ 40.00	11/21/2016
Ch. 54.1 § 4 (a)	Video Gaming terminal machine operator License	\$ 250.00	1/18/2022
Ch. 54.1 § 4 (b)	Video Gaming Establishment license	\$ 250.00	1/18/2022
Ch. 55.1 § 4(a)	Mobile Food Unit Full year License	\$ 50.00	1/17/2023
Ch. 55.1 § 4(a)	Mobile Food Unit Issued after August 15 of the Year	\$ 25.00	1/17/2023
Ch. 55.1 § 4(b)	Temporary Vendor Stand Full Year License	\$ 50.00	1/17/2023
Ch. 55.1 § 4(b)	Temporary Vendor Stand Issued after August 15 of the Year	\$ 25.00	1/17/2023
Ch. 55.1 § 4(c)	Food and Beverage Cart in Downtown District Full Year License	\$ 50.00	1/17/2023
Ch. 55.1 § 4(c)	Food and Beverage Cart in Downtown District after Aug. 15	\$ 25.00	1/17/2023
Ch. 56.1 § 25	Refuse Removal License	\$ 600.00	12/16/2002
Ch. 56.1 § 25	Refuse Removal Vehicle License	\$ 200.00	12/16/2002
Ch. 57 § 4	Move of single story structure 12'x20'	\$ 10.00	No Date
Ch. 57 § 4	Move of single story structure 24'x20'	\$ 15.00	No Date
Ch. 57 § 4	Move of structure larger than 24'x20'	\$ 50.00	No Date
Ch. 58 § 5	License to Operate Auction/Second Hand/Rummage Store	\$ 50.00	4/1/1989
Ch. 59 § 5	Sign Hanger License	\$ 75.00	11/21/2016
Ch. 60 § 4	Vehicle for Hire License	\$ 100.00	11/21/2016
Ch. 60 § 5(G)	Vehicle for Hire License Renewal Application	\$ 25.00	No Date
Ch. 60 § 12(A)(5)	Driver of Vehicle for Hire License	\$ 80.00	11/21/2016
Ch. 60 § 12(A)(5)	Driver of Vehicle for Hire License Replacement Card	\$ 10.00	No Date
Ch. 60 § 16	Occasional Vehicle for Hire License	\$ 25.00	No Date
Ch. 60 § 16	Occasional Vehicle for Hire License for Driver	\$ 10.00	No Date
Ch. 62 § 4	Annual Raffle License	\$ 115.00	8/19/2019
Ch. 62 § 4	Single Raffle License for Prize \$1,000 or greater	\$ 25.00	8/19/2019
Ch. 63 § 2	Mobile Park License	\$ 450.00	11/21/2016
Ch. 63 § 10	Mobile Park License	\$ 450.00	11/21/2016
Ch. 63 § 10	Mobile Park License transfer	\$ 50.00	11/21/2016
Ch. 63 § 42	Mobile Park License Renewal	\$ 450.00	2/6/2017
Ch. 64 § 18	Special Reading for Water Meter	\$ 50.00	4/3/2023
Ch. 64 § 18	Special Reading for Water Meter outside hours	\$ 100.00	4/3/2023
Ch. 64 § 19	Service call after initial Activation	\$ 50.00	4/3/2023

Ch. 64 § 19	Service call after initial Activation outside hours	\$ 100.00	4/3/2023
Ch. 64 § 22	Restoration of Water Service after Shutoff	\$ 50.00	4/3/2023
Ch. 64 § 22	Restoration of Water Service after Shutoff outside hours	\$ 100.00	4/3/2023
Ch. 71 § (3)(a)	Telecommunications infrastructure maintenance	1% Adjusted Gross Revenue	

FIRE DEPARTMENT

Code Reference	Description	Fee Amount	Last Reviewed
Ch. 14, § 5	Ambulance Lift Assist	\$ 52.50	10/31/2011
Ch. 14, § 5	Ambulance Lift Assist	\$ 125.00	10/31/2011
Ch. 48 § 14(C)	Vegetation Burn for Comm. or Res. Development	\$ 1,000.00	Repealed 12/31/2021

PUBLIC WORKS DEPARTMENT, ENGINEERING

Code Reference	Description	Fee Amount	Last Reviewed
Ch. 34, § 72(A)48	Temporary Reservation of Parking Space	\$ 10.00	7/1/2013
Ch 36 § 1	Permit for Trees on City property	\$ -	5/18/2009
Ch. 37 § 2	Contractor for Construction/Excavation License	\$ 75.00	11/21/2016
Ch. 37 § 2	Failure to obtain Contractor for Construction/Excavation License		11/21/2016
Ch. 37 § 6, 8	Construction/Excavation License (Boulevard)	\$ 15.00	11/21/2016
Ch. 37 § 6, 8	Construction/Excavation License (Street)	\$ 20.00	11/21/2016
Ch. 37 § 6, 8	Concrete Works Permit	\$ 20.00	11/21/2016
Ch. 38 § 9(b)(2)(i)	Permit for land disturbance < 5 acres	\$ 250.00	8/3/2020
Ch. 38 § 9(b)(2)(ii)	Permit for land disturbance <1 acre in >1 acre development	\$ 50.00	8/3/2020
Ch. 38 § 9(b)(2)(iii)	Permit for Unique threat to water or public safety	\$ 100.00	8/3/2020
Ch. 38 § 9(b)(2)(iv)	Construction/operation of a borrow pit	\$ 25.00	8/3/2020
Ch. 38 § 27(E)(1)	Single Family Residential Property Storm Sewer	\$ 3.67	No Date
Ch. 38 § 27(E)(2)	Non-Single Family Residential Property Storm Sewer	>>	No Date
Ch. 39 § 1	Permit for use/transfer/assignment of sub-surface	>>	5/18/2009
Ch. 41 § 12(B)(1)	Sidewalk Sale Permit		4/16/2022
Ch. 41 § 12(B)(3)	Use of Sidewalk for outdoor Café	\$ 150.00	11/5/2018
Ch. 41 § 12(B)(6)	Outdoor Café electric connection	\$ 10.00	11/5/2018
Ch. 41 § 14	Temporary Banner Signs over the streets Permit		No Date
Ch. 41.1 § 4(F)(b)	Construction of utilities in right of way	\$ 100.00	No Date
Ch. 41.2 § 3(B), § 5(A)	Collocation of wireless facility on existing Utility pole	\$ 650.00	No Date
Ch. 41.2 § 3(B), § 5(A)	Collocation of multiple wireless facilities on existing Utility pole	\$ 350.00	No Date
Code Reference	Description	Fee Amount	Last Reviewed
Ch. 41.2 § 3(B), § 5(B)	Wireless Facility on new utility pole	\$ 1,000.00	No Date
Ch. 64 § 22	Hookup Fee for temporary metering of Fire Hydrant	\$ 30.00	No Date
Ch. 65 § 2	Water Tapping fee for "other cases"	\$ 12.00	No Date
Ch. 65 § 4	Water Tapping Fee (1" Inside City)	\$ 875.00	No Date
Ch. 65 § 4	Water Tapping Fee (1" Outside City)	\$ 3,500.00	No Date
Ch. 65 § 4	Water Tapping Fee (1 1/2")	\$ 5,250.00	No Date
Ch. 65 § 4	Water Tapping Fee (2")	\$ 7,000.00	No Date

Ch. 65 § 4	Water Tapping Fee (2 1/2")	\$ 8,750.00	No Date
Ch. 65 § 4	Water Tapping Fee (3")	\$ 10,500.00	No Date
Ch. 65 § 4	Water Tapping Fee (3 1/2")	\$ 12,250.00	No Date
Ch. 65 § 4	Water Tapping Fee (4")	\$ 14,000.00	No Date
Ch. 74, § 4	Sanitary Sewer Cap Permit	\$ 12.00	5/18/2009
Ch. 74, § 4	Sanitary Sewer Connection Permit	\$ 12.00	5/18/2009
Ch. 74, § 4	Sanitary Sewer Tapping Fee	\$ 40.00	5/18/2009
Ch. 74, § 4	Sanitary Sewer Repair Permit	\$ 12.00	No Date
Ch. 75, § 14	Permit for Tapping Water Main	\$ 12.00	No Date
Ch. 75, § 14	Permit for capping Water Connection	\$ 12.00	No Date

PUBLIC WORKS DEPARTMENT, LAKE

Code Reference	Description	Fee Amount	Last Reviewed
Ch. 66 § 23	Initial Permit for Waterfowl Hunting Blind	\$ 59.00	2/21/2023
Ch. 66 § 23	Permit for Annual Blind	\$ 51.50	2/21/2023
Ch. 66.1 § 12(c)	Permit for Boat	\$ 31.00	2/21/2023
Ch. 66.1 § 12(c)	Permit for Sailboat	\$ 51.50	2/21/2023
Ch. 66.1 § 12(c)	Permit for Motor Boat 1-50 horsepower	\$ 59.00	2/21/2023
Ch. 66.1 § 12(c)	Permit for Motor Boat 51-100 horsepower	\$ 72.50	2/21/2023
Ch. 66.1 § 12(c)	Permit for Motor Boat 101-150 horsepower	\$ 83.00	2/21/2023
Ch. 66.1 § 12(c)	Permit for Motor Boat 151-200 horsepower	\$ 96.00	2/21/2023
Ch. 66.1 § 12(c)	Permit for Motor Boat Over 200 horsepower	\$ 106.50	2/21/2023
Ch. 66.1 § 12(F)	Permit for Motor Boat - Dealer	\$ 376.50	2/21/2023
Ch. 66.1 § 12(E)	Temporary Boat permit	\$ 15.00	2/21/2023
Ch. 66.1 § 14 (A)	Ice Boat Permit	\$ 50.00	2/21/2023
Ch. 66.1 § 14 (B)	Ice Boat Permit	\$ 25.00	2/21/2023
Ch. 66.2 § 2(L)	Initial Dock Permit Fee	\$ 59.00	
Ch. 66.2 § 2(L)	Dock Permit Zone 1	\$ 11.00	
Ch. 66.2 § 2(L)	Dock Permit Zone 1	\$ 139.50	
Ch. 66.2 § 2(L)	Dock Permit Zone 1	\$ 175.50	
Ch. 66.2 § 2(L)	Dock Permit Zone 2	\$ 10.00	
Ch. 66.2 § 2(L)	Dock Permit Zone 2	\$ 139.50	
Ch. 66.2 § 2(L)	Dock Permit Zone 2	\$ 165.00	
Ch. 66.2 § 2(L)	Dock Permit Zone 3	\$ 71.00	
Ch. 66.2 § 2(P)	Dock Retrieval/removal/recovery	\$ 100.00	2/21/2023
Ch. 66.2 § 2(P)	Dock custodial Fees	\$ 25.00	2/21/2023

GENERAL FUND REVENUE & EXPENDITURE OPTIONS

SHORT-TERM:

1. *Streaming Tax*

--State law allows municipalities to levy fees on streaming as an extension of its power to regulate amusements. Staff estimates that a Decatur streaming tax, depending on the rate, could produce \$800,000 annually, and cost the average household \$3/month. City revenues from traditional telecommunications companies have slowly declined over the years as customers move to wireless and streaming services. This would serve to replace this ongoing revenue loss.

2. *Storage Unit Fees*

--State law allows such fees in recognition that storage units are a commercial land use that does not generate sales tax or other use taxes, and because they occupy land that could otherwise have been utilized in ways that generate sales and use taxes. In short, it is a replacement tax for under-utilization of land. A \$2/month, per unit fee would produce more than \$500,000 annually.

3. *General Business License Fee*

--The city licenses/permits only certain categories of local businesses (liquor, hotel, amusement, etc.) which means there are many businesses we never inspect or verify that they properly remit all taxes and fees to the city and to the State of Illinois. As a consequence, the city loses revenue. Additionally, there is no regular safety inspection of many buildings until they become nuisances. An annual business license fee of \$10, \$25 or \$50 (depending on the business) would not generate substantial amounts of money for the General Fund and would, therefore, not be a burden to local businesses; but it would give staff the opportunity to verify that ALL businesses (not just some) have an Illinois Business Tax number, are remitting taxes to IDOR, that they pay MFT, utility taxes, inside city property taxes, etc. Azavar (the external auditor we use to verify financial compliance by liquor and other establishments) indicates that this is happening in Decatur, which is unfair to those who pay all fees and taxes. The City Council last year requested a budget appendix with all fees assessed by the city. It is included in the 2024 recommended budget. It is proposed that most of these remain unchanged—while the city instead makes sure that every business is paying all of them uniformly. Staff estimates that recovered tax collections and new fees, in the aggregate, would be in the range of \$700,000 annually, but it would take time to ramp-up to this annualized revenue estimate.

4. *Fund Public Safety Pensions between 90% & 100%*

--The projected cost of fire pension obligations in 2024 is \$7,384,525 assuming funding at the actuary's recommended 100% level for the current year. If the city funds at the 90% level, it would be \$6,626,662. The projected cost of police pension obligations in 2024 is \$7,071,056 assuming funding at the actuary's 100% level. If the city funds at the 90% level, it would be \$6,399,525. The city has historically funded public safety pensions at a 100% annual actuarial goal to reach overall funding of 90% by 2040. Most Illinois pensions are amortized to 90% funding by 2050, and cities have repeatedly asked the General Assembly to apply the 2050 timeline to municipal public safety pensions as well—without success. Public safety unions oppose this change (hoping to trade it for the abolition of Tier 2); but it must eventually occur as public safety costs steadily become more unsustainable. If they were amortized to 2050, the city's annual cost would decrease to about what it would be if we funded at 90% now. A portion of public safety pension debt is met through PILOTs from enterprise funds. If this strategy was implemented, it would save the General Fund as much as \$1.1 million annually. There would be no change to benefits; but the obligation would be spread out over a longer period of time.

5. *Create a CBD Special Service Area to reduce GF cost*

--The city's General Fund directly pays more than \$500,000 annually to maintain public spaces in the central business district (CBD). This includes trash removal, repelling birds, manpower, parking lot expenses, landscaping, and off-ROW lighting that, in other commercial areas of the city, would be paid by adjoining commercial property owners. A special service area in the CBD would move *some* of these expenses out of the General Fund, saving the General Fund at least \$250,000 annually. The city would continue to pay for normal right-of-way expenses, maintenance of its two parks, and on-ROW street lighting. In this way, the benefitting and adjoining property owners would pay a portion of these costs in the same way commercial businesses pay common area maintenance (CAM) costs in other places.

LONG-TERM:

1. *Carbon Sequestration land use fees*

--Fees from ADM for use of city property for CO2 storage.

2. *Revenue from creation of a virtual electric utility*

--This option anticipates a transfer from a new electric utility fund to the General Fund, after the creation of such a new initiative whereby the city would replace its existing municipal aggregation program in favor of directly purchasing power and selling it over Ameren lines to local customers.

3. *Close the natural gas volume purchase loophole*

--City utility tax revenue could be increased by closing the large volume loophole. This only impacts large volume industrial gas customers (and the city will likely be adding a large volume gas user in Warwick Carbon Solutions' new energy facility). It is recommended that any large volume industrial gas customers be given a one year advanced notice prior to the implementation of this measure, if it is approved by the City Council.

FUND 84 -- REVITALIZATION REVENUE OPTIONS

SHORT-TERM:

1. *Land Sales & Use of Land Revenues*

--The city has acquired substantial property inventories as part of its neighborhood revitalization work. Some of these tracts are donated to parties that will return them to productive use (e.g., The Good Samaritan Inn); but other tracts have commercial value and can be sold, with proceeds returned to Fund 84. The large number of demolitions the city has authorized has also resulted in filing of property liens to recover a portion of the city's demolition costs. The city usually waits years to recover reimbursements on residential demolitions; but some commercial/industrial liens payoff more rapidly for the city. Effective January 1, 2024, proceeds from side lot sales will be deposited to Fund 84. The city also has occasional opportunities to utilize its considerable land parcels for other revenue-generating purposes (rents, sign leases, etc.). Revenue from this source will vary greatly from one year to the next. Staff estimates \$350,000 in FY2024.

2. *Targeted Grants*

--The city has used its ARP, CDBG, other HUD, Pathway to Housing, Strong Communities, DCEO Rehab., and other grant funding sources to augment revitalization and redevelopment efforts, and to leverage additional grants from State and Federal governments. There continue to be many grant programs available to the city for rehabilitation, roof replacement, renovation, beautification and in some cases demolition. These grants usually run through Fund 84. Staff estimates \$500,000 from these sources in FY2024.

3. *Close-out of DCDF Funds*

--The 2023 budget anticipates the close-out of the DCDF. The ending balance, more than \$200,000, will be deposited to Fund 84 because the mission of DCDF is most aligned to, and duplicated by the community development work supported by Fund 84. The former role of the DCDF is now performed by the Central Illinois Land Bank Authority and other partners.

4. *ARP & other intergovernmental carryovers from FY2023*

--Unexpended ARP and other intergovernmental revenues intended for, and/or dedicated to, demolition and rehab, will remain in Fund 84 (carried over) for use in 2024. Staff estimates this amount to be \$4.5 million in 2024.

5. *Vacant & Foreclosure registration fees*

--Since the proposed adoption of a vacant and foreclosed properties ordinance is a direct outgrowth of the city's neighborhood revitalization initiatives, it is proposed that revenues from such an ordinance be retained in Fund 84. If this ordinance is adopted in late 2023, staff estimates it will produce \$800,000 annually when fully ramped-up.

LONG-TERM:

1. *Push Tax Proceeds*

--Staff estimates full-year revenue at \$4+ million if the litigation is resolved as anticipated. Whatever push tax proceeds are not utilized for community revitalization could, by council action, be used to supplement the street program, be directed to pensions, etc.

2. *Real Estate Transfer Fees*

--Assess a fee on every real estate transaction that takes place in the city of Decatur. In addition to Fund 84 revenue, the information derived will help the city track ownerships more effectively.

City Clerk

DATE: 10/12/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Discussion Item: City Code Chapter 52, Alcoholic Liquor

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Chapter 52 Draft	Backup Material

October 12, 2023

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

FROM: Scot Wrighton, City Manager

RE: Proposed Revisions to Chapter 52 of the City Code [Discussion Only]

In January of this year, the City Council enacted a 6-month moratorium on the issuance of new video gaming licenses in the city while it studied and evaluated whether and how it could amend Chapter 52 to slow or end the growth in the number of video gaming machines available in the city, and cap or reduce the number of business establishments over time that offered video gaming to their customers. In July, the City Council extended the moratorium through December 31 of this year.

During the moratoriums, the city conducted an online survey on the topic of video gaming; an internal committee made recommendations for amending existing ordinances to advance the council's policy objectives; the council conducted two public meetings on various aspects of video gaming rules as they pertain to licensed liquor establishments; and the city publicly posted different proposals and versions of draft Chapter 52 amendments to encourage substantive feedback from citizens and local business owners. The result is the proposed ordinance submitted with this memo.

Like the community at-large, the members of the City Council are not of one mind on this topic. For this reason, I discussed different policy options with you individually, in an effort to find out how at least a majority of the City Council wanted to proceed on the several proposed Chapter 52 amendments. The proposed ordinance makes both substantive and non-substantive revisions. The substantive revisions in this latest version of Chapter 52 (attached) are:

1. In order to prevent entities or individuals from forming "clubs" for the express purpose of offering video gaming, language has been added to Class "C" requirements to further limit what constitutes a "club" (Section 4).
2. In order to prevent entities from requesting restaurant licenses (Class "G" and Class "I") just so they can add video gaming at convenience stores and other businesses that do not fit the traditional definition of a restaurant, even though they sell some food products, the definition of a restaurant has been strengthened (section 4).
3. The draft now prohibits video gaming in theaters (Class "K"). The draft ordinance prohibits video gaming in **ALL** liquor license categories **EXCEPT** classes A, C, G, I, O and P (Section 4).

4. Any liquor license holder who also wishes to offer video gaming must, from and after July 1, 2024, obtain a "V" license in addition to their regular liquor license. These new "V" licenses will only cost \$100, but the total number of "V" licenses will be capped at the number lawfully existing at the time the council adopts these proposed revisions (Sections 4 and 7).
5. An existing liquor license holder must be in business for at least one year before requesting a "V" license to host video gaming. Any establishment holding a "V" license must obtain at least forty percent (40%) of their total business revenues from non-gaming sources. This threshold requirement will not apply to clubs (Class "C") or to parlors (Class "P"). This threshold requirement does not replace, and is in addition to, the requirement that Class "G" and Class "I" restaurants must demonstrate that 50% or more of their revenues come from retail sales other than alcohol (Section 4).
6. Construction of new exterior wall retail sales windows from which alcoholic beverages are directly sold and dispensed to motorists are prohibited prospectively (Section 5).
7. The license fee for parlors (Class "P") is increased to ten thousand dollars (\$10,000) per year in recognition that the greatest number of gambling transactions occurs in parlors, which can contribute to problems of gambling addiction, and because many parlors offer free food and drinks to attract customers to gaming machines causing the city to receive less in sales and food/beverage taxes (Section 7).
8. Although the provisions of the amended ordinance would go into effect immediately upon passage, new fees and new revenue threshold requirements will not become effective until July 1, 2024 (Section 7).
9. In addition to non-profit entities, for-profit caterers with a liquor license and a caterer's license will be allowed to sell food and alcohol beverages at off-site locations like event venues (Section 8).
10. New language to enforce and clarify the ordinance's category caps has been added to Sections 10 and 11.
11. Liquor establishments with video gaming (excluding parlors) cannot remain open solely for the purpose of hosting video gaming; they must offer all of the services of their liquor license when they are open (Section 17).

It is requested that the City Council discuss this item again, and provide feedback to staff in such a way that it is clear exactly what sort of ordinance council members want prepared for final passage and adoption on November 6.

CHAPTER 52

ALCOHOLIC LIQUOR

1. **WORDS AND PHRASES.** Words and phrases in this Chapter which are defined in the Liquor Control Act of 1934, as amended, shall have and be given the same meaning and definition as therein set out unless expressly otherwise provided herein.

2. **LOCAL LIQUOR CONTROL COMMISSIONER.** The Mayor, or his designee, shall be the Local Liquor Control Commissioner with such duties and powers as may be provided by law or ordinance. (Amended, Ordinance No. 2009-33, May 4, 2009)

3. **LICENSE REQUIRED.** No person, firm or corporation shall sell alcoholic liquor at retail without then having a currently in force local liquor license issued to such person or entity as provided herein for the premises whereon such sale takes place. Each license and the privileges there under shall expire and terminate on the 30th day of June next following the issue date thereof, except for the year 2020 in which each license and the privileges there under shall expire and terminate on the 31st day of August, 2020. (Amended, Ordinance No. 2020-93, May 26, 2020)

4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:

Class A, under which alcoholic liquor may be sold for consumption on or off the licensed premises, which said Class A license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance and shall not be issued to any retail establishment, commonly described as a convenience store, which typically offers such items including but not limited to groceries, tobacco, soft drinks, beer and wine, or snack foods, or any retail establishment, commonly described as a gas station, which typically offers automotive fuel or services, or similarly

Revised 9/2023

operated businesses. Those license holders that are not currently in compliance with the limitations as of December 4, 2017 shall be allowed to sell alcoholic liquor for consumption off the licensed premises only. (Amended, Ordinance No. 2017-54, December 4, 2017)

Class B, under which alcoholic liquors may be sold only in packages for consumption off the licensed premises, which said Class B license shall not be issued for any premises located within One Thousand (1,000) feet of any church, school, park or subsidized disabled adult and elderly multi-story housing facility, unless the sale of alcoholic liquors is not the principal business carried on at any such location by such licensee, nor shall such Class B license be issued for any premises situated in any Residence, Office or Park Mobile Home District established by the Zoning Ordinance. The prohibition regarding distance from churches, schools, parks, or subsidized disabled adult and elderly multi-story housing facilities shall not apply to premises licensed on October 4, 2004, and continuously so licensed since that date. The restriction of off-premise sales shall not apply to sampling or test marketing. Video gaming shall be prohibited in establishments that possess a Class B license. (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 2001-67, September 4, 2001) (Amended, Ordinance No. 97-47, June 2, 1997)

Class BYOB, under which a licensed business premises that is not licensed to sell alcohol is authorized to allow for the consumption of beer and wine brought onto the premises by a patron over the age of twenty-one (21) for on-site consumption on the premises of a restaurant, which does not otherwise possess a City of Decatur liquor license. BYOB shall only be permitted in conjunction with the purchase ~~of~~ and consumption of a meal, is limited to the licensed premises, and is limited to no more than one (1) seven hundred fifty (750) milliliter bottle of wine or thirty-six (36) ounces of beer. The establishment may provide glassware and ice to patrons, and may uncork, pour, serve or otherwise control the consumption of the beer or wine. A certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service shall be provided upon application. Video gaming shall be prohibited in establishments that possess a Class BYOB license.

Class C, under which only a club shall be licensed and alcoholic liquor may be sold for consumption on or off the licensed premises only to members of such club and invited guests of said members personally being attended by a member, which said Class C license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless the licensed premises are a club house connected with a private golf course. Such club must be a fraternal and/or non-profit entity verified through the Internal Revenue Service and in continuous existence and operation for at least five (5) years prior to application for a Class C license, and such club will own the property where the club is located.

Class D, under which the licensed premises may only be a hotel having not less than ~~100~~ 50 rooms used for the sleeping accommodations of guests, or a motel ~~having not less than 100 such rooms and~~ having the same accommodations as a hotel, which said Class D license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. A Class D license shall authorize the sale of alcoholic liquor to be sold for consumption on the licensed premises only

between the hours of 10:00 A.M. and 11:00 P.M. Video gaming shall be prohibited in establishments that possess a Class D license.

Class E, under which the licensee may only be the State or a department, agency, or instrumentality thereof, or a unit of local government, and alcoholic liquor may be sold only for consumption on the licensed premises, or on other premises owned by a licensed unit of local government if at a specific, non-continuous event such as a wedding reception, private party or charity benefit, or a sport/athletic tournament not to exceed a three day consecutive period; or to a licensed food service company contracted for a period of five years or more with an institution of higher learning accredited through the Higher Learning Commission of NCA (a commission of the North Central Association of Colleges and Schools) for use at said accredited institution and only for purposes related to theatre and cultural or sports/athletic events of the accredited institution of higher learning; wherever or however said licensed or other premises are situated or however classified for zoning purposes within the City. Video gaming shall be prohibited in establishments that possess a Class E license. (Amended, Ordinance No. 2005-100, November 7, 2005) (Amended, Ordinance No. 2002-40, May 20, 2002) (Amended, Ordinance No. 2001-55, July 16, 2001)

Class F, under which the licensee may only be the State or a department, agency or instrumentality thereof, a unit of local government or tenant thereof, or a not-for-profit charitable foundation having as one of its purposes the conduct and promotion of at least one outdoor sport such as baseball, football, rugby, soccer, golf, or the like, or the conduct and promotion of outdoor dining or spectator sports or events such as horse racing, fairs, expositions or shows, and which operates an outdoor facility appropriate to said dining, sport or event whereat alcoholic beverages are sold for consumption on the premises, and which is situated in a zoning district other than the Residence, Office, Park Mobile Home or Neighborhood Shopping District unless the licensee is a unit of local government or a tenant thereof, or unless the licensed premises are a clubhouse or restaurant connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class F license. (Amended, Ordinance No. 2002-41, May 20, 2002) (Amended, Ordinance No. 93-18, March 29, 1993) (Amended, Ordinance No. 92-69, July 20, 1992)

Class G, under which the licensed premises may only be a restaurant in which the licensee has invested therein after May 10, 1985 not less than \$250,000.00 (which may include the capitalized value of the first ~~ten~~ five years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using general recognized accounting practices, which said Class G license shall not be issued for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. A Class G Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of

alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class G Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended. (Amended, Ordinance No. 2020-98, June 15, 2020) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 96-27, May 6, 1996) (Amended, Ordinance No. 89-13, January 30, 1989)

Class H, under which alcoholic liquor may be sold only for consumption on the licensed premises, and also under which the licensed premises may only be a hotel having not fewer than ~~four (4)~~ three (3) nor more than ~~fifteen (15)~~ ten (10) rooms used for sleeping accommodation of guests, and kitchen and dining room facilities for serving meals to guests and the public. A Class H license shall be personal to the licensee and exclusively limited to the premises, and such license may be transferred to another applicant for such license only after the Local Liquor Control Commissioner finds that such new licensee will operate an establishment of like kind and character as that which was previously licensed, which said Class H license shall not be used for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a private club and / or banquet facility establishment as an approved Historic Neighborhood Use. Video gaming shall be prohibited in establishments that possess a Class H license. (Amended, Ordinance No. 2020-98, June 15, 2020) (Amended, Ordinance No. 2002-74, August 19, 2002) (Amended, Ordinance No. 2000-95, November 6, 2000)

Class I, under which the licensed premises may only be a restaurant at which alcoholic liquor may be sold by the drink or pitcher only, for consumption on the premises and only at tables and incidental to the service of meals. A Class I licensee shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased, which said Class I license shall not be issued for any premises situated in any Residence, Office or Park Mobile Home or Neighborhood Shopping District as established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course or a restaurant establishment as an approved Historic Neighborhood Use. A Class I Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four

(4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class I Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended. (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 89-13, January 30, 1989)

Class J, under which alcoholic liquor may be sold only in packages for consumption off the licensed premises, and under which the licensed premises may only be a retail establishment which derives more than 50% of its gross income from the sale of goods other than alcoholic liquors and in which the licensee has invested, after January 1, 1991, not less than \$1,000,000 (which may include the capitalized value of the first ten years only of a leasehold interest), and, which establishment employs a minimum of 50 full-time employees, or the equivalent thereof, at the licensed premises, which said Class J license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class J license. (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 92-06, January 21, 1992)

Class K, under which the licensed premises may only be a theater in which the licensee has invested therein after January 1, 2004 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices and said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class K license shall authorize ~~beer and wine only to be sold by the drink only~~ alcoholic liquor for consumption on the premises incidental to the viewing of motion pictures or live theatrical or stage performances and similar entertainment and exhibition presentations in a building built as a theater and shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased by patrons of the theater. A Class K license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Video gaming shall be prohibited in establishments that possess a Class K license. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2007-12, March 19, 2007) (Amended, Ordinance No. 2005-37, May 2, 2005)

Class L, under which the licensed premises may only be a retail store of not more than 2,500 square feet and in which the licensee has invested therein not less than Fifty Thousand Dollars (\$50,000.00) (which may include the capitalized value of the first five (5) years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices, which said Class L license shall not be issued for any premises located within two hundred (200) feet of any church, school, or subsidized disabled adult and elderly multi-story housing facility. Said licensed premises must be located in the B-4

Central Business District of downtown Decatur. A Class L license shall authorize the sale of alcoholic liquor to be sold for consumption on or off of the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. No video gaming, drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class L license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. The sale of alcoholic liquor shall only be incidental to the sale of non-alcoholic goods and 60% or more of the gross revenue of the business must be from the sale of non-alcoholic goods. Issuance of this Class shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class L license. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2006-15, March 20, 2006)

Class M, under which the licensed premises may be a retail store of not less than Ten Thousand (10,000) square feet and in which the licensee has invested therein not less than One Million Dollars (\$1,000,000.00), which investment may include the capitalized value of the first ten (10) years only of a leasehold interest as reasonably determined by the Finance Director of the City of Decatur using generally recognized accounting practices. Said licensed premises may only be located in a B-2 Commercial District, Planned Development or B-3 Planned Shopping Center District. A Class M license shall authorize liquor to be sold in packages between the hours of 9:00 A.M. and 10:00 P.M. for consumption off of the licensed premises. No drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class M license shall be personal to the licensee and exclusively limited to the premises. Issuance of Class M licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class M license. (Amended, Ordinance 2014-19, May 5, 2014) (Amended, Ordinance 2012-94, December 17, 2012)

Class N, under which alcoholic liquor may be sold to the general public for consumption on the licensed premises only during scheduled public performances or events. Class N licenses shall be valid for up to fifteen (15) events per year, each event lasting no longer than three (3) consecutive days. A Class N license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class N license. (Amended, Ordinance No. 2013-90, November 18, 2013)

Class O, under which the licensed premises may only be a Brewer, Brewpub, Distiller or similar business as defined under the Illinois Liquor Control Act and has received a Federal permit, and under which at least 50% of its annual gross income from the sale of alcoholic liquors shall be derived from alcoholic liquor manufactured on the premises, and which said Class O license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2017-12, March 20, 2017) (Amended, Ordinance No. 2015-22, May 18, 2015)

Class P, under which the licensed premises may only be a Video Gaming Parlor, defined as an establishment or business whose primary purpose is to operate video gaming terminals as defined under the Illinois Video Gaming Act and in which the sale of foods or snacks and alcoholic beverages is only incidental to the operation of the video gaming terminals, and which said Class P license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance nor shall said Class P license be issued for any premises located within 1500 feet of another establishment which offers video gaming terminals. (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015)

Class V, under which a licensed premises is authorized to pour and serve alcoholic liquor for on-premises consumption, where video gaming is not expressly prohibited by this Chapter, and where the licensed premises requests to operate video gaming terminals inside the licensed premises. Class V liquor licenses shall be issued in addition to the Class of license which authorizes the premises to sell alcoholic liquor and shall run concurrent with said license. Class V licenses shall not be issued for Class B, Class D, Class E, Class F, Class H, Class J, Class K, Class L, Class M, Class N and Class P liquor licenses. Except for Class C licenses, beginning July 1, 2024, each Class V licensee shall not have greater than sixty (60) percent of gross revenue annually from video gaming. The requirements for non-gaming revenue shall go into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. Class P liquor licenses shall not be required to hold a Class V license to operate as a gaming parlor and they shall not be required to meet a minimum threshold of non-gaming revenue. All establishments applying for Class V licenses must be in operation for at least one (1) year prior to the application to be eligible for a Class V license. If the holder of a premises licensed to sell alcoholic liquor is suspended or revoked, the Class V license shall be automatically suspended or revoked for the same time period and upon the same terms. The number of Class V licenses will be limited to the aggregate number of liquor establishments having valid licenses for video gaming in existing Class A, Class C, Class G, Class I and Class O establishments as of the date this Section of Chapter 52 is adopted.

~~Class C, Class D, Class G, Class I, Class J and Class N licenses shall not be issued or reissued to replace a license of any other class established hereunder or transferred either to another licensee or for other premises.~~ (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 89-13, January 30, 1989)

If on April 24, 1978, premises were licensed under the then provisions of this Chapter, even though issuance of a Class A or Class C license would otherwise now be prohibited in the

Zoning district into which said premises are classified, then said premises, so long as the same use thereof is continued, shall be exempt from said prohibition.

Except for Class P license holders, video gaming is only allowed during hours at which the licensed business is open to the public and is providing all goods and/or services other than video gaming that would normally be available at the business.

5. **APPLICATION.** Application shall be made as required by this Code and shall be delivered by the City Clerk to the Local Liquor Control Commissioner for action. The application shall show the name, age and address of an individual applicant, and of the persons entitled to participate in the profits, if a partnership applicant, and the objects, the names and addresses of the officers and directors, if a corporate applicant, and whether or not one person owns a controlling interest in such corporation, and if so, the name and address of such person; the citizenship, place of birth, and place of naturalization, if foreign born, of an individual applicant; the location and description of the premises where such liquor will be sold and served or consumed; whether or not any previous similar license has been applied for, the place of application, and the disposition of such application, and if revoked the reasons therefor, and whether or not applicant has ever been convicted of a felony. No license will be issued for any person ineligible under Section 2 of the Article 6 of the Act above referred to. A manager or agent, including bartenders, must have the same qualifications as the person or firm to whom the license is issued. All applications shall be verified by the applicant or, if a corporation, by an authorized corporate officer thereof. All applications shall state if the location operates and/or utilizes a drive-up window for the sale of liquor. No establishment shall install new drive-up windows for the sale of liquor from and after September 1, 2023.

6. **CHANGES IN LICENSE.** If during a license period there is any change pertaining to shareholders individually holding in the aggregate more than 5 percent of the corporate shares, or pertaining to the officers or manager, of a licensee, such change shall be reported to the Local Liquor Control Commissioner by filing with the City Clerk appropriately completed forms furnished by the Clerk, accompanied by the proper required shareholders' individual or manager's statements, within 10 days of such change.

7. **LICENSE FEE.** Beginning July 1, 2024, pPayment of an annual license fee of Two Thousand Two Hundred Dollars (\$2,200.00) shall accompany each application for all classes of license except Class BYOB as to which the amount of said fee shall be Five Hundred Dollars (\$500.00), and Class F as to which the amount of said fee shall be Seven Hundred Twenty-Five Dollars (\$725.00); and except Class C and Class N as to which the amount of said fee shall be One Thousand Four Hundred Dollars (\$1,400.00); and except Class P as to which the amount of said fee shall be \$2,000.00 until August 17, 2015, then \$6,000 beginning August 18, 2015 and thereafter provided that Ten Thousand Dollars (\$10,000.00), and except Class V as to which the amount of said fee shall be One Hundred Dollars (\$100.00) in addition to the underlying annual license fee, said fee shall be prorated for the issuance of any license during a license period. Fee increases authorized by this 2023 amendment shall so into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. The payment of a fee for any license shall be credited toward the payment of a fee for any other license if the first license is surrendered prior to the issuance of the second license to the same licensee during the same license year. For all classes of license, a late fee of \$100.00 plus \$20.00 per day shall be charged for all days after June 1st of any year for which an application for renewal is incomplete except for those in the year 2020 in which for all classes of

license, a late fee of \$100.00 plus \$20.00 per day shall be charged for all days after July 31st of 2020 for which an application for renewal is incomplete. Each initial application and each application for transfer, whether to another licensee or to other premises, shall also be accompanied by a processing fee of \$100.00 in addition to the annual fee. Payment of an annual fee in amount of \$200.00 shall accompany the request for a caterer's permit. Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

1st permit / year	- \$100.00 per day
2nd permit / year	- \$150.00 per day
3rd permit / year	- \$200.00 per day
4th permit / year	- \$250.00 per day
5th permit / year	- \$250.00 per day
6th permit / year	- \$250.00 per day

In the event a license ~~does is~~ not issued or found to be not responsive to an application, the payment of the annual fee accompanying the same shall be refunded, otherwise, there shall be no rebate or prorate of a fee once paid. (Amended, Ordinance No. 2020-93, May 26, 2020) (Amended, Ordinance No. 2017-12, March 20, 2017) (Amended, Ordinance No. 2016-90, November 21, 2016) (Amended, Ordinance No. 2016-09, February 16, 2016) (Amended, Ordinance No. 2015-43, August 17, 2015) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance 2014-08, March 17, 2014) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2005-100, November 7, 2005) (Amended, Ordinance No. 2003-16, April 7, 2003) (Amended, Ordinance No. 2002-62, July 22, 2002) (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 97-47, June 2, 1997)

8. TEMPORARY PERMIT/WINERY SPECIAL USE PERMIT

A. TEMPORARY PERMIT. The Local Liquor Control Commissioner may issue a temporary permit for the sale of alcoholic liquors to be consumed only on the premises at a

banquet, picnic, bazaar, fair or similar private or public assembly where food or drink is sold, served or dispensed. Such temporary permit shall be issued only to a club, society, fraternity, benevolent or civic organization not for pecuniary profit, or food caterers defined as a person or entity that serves alcoholic liquors for consumption incidental to the food services that serves prepared food items and the prepared meals and alcoholic liquors are sold at a packaged price pursuant to a contract, and shall be for a period of not more than three days. The maximum number of temporary permits issued to the same entity in one calendar year shall not exceed six (6), and not more than one temporary permit shall be granted to any one organization in any one period of thirty (30) days.

B. WINERY SPECIAL USE PERMIT. The Local Liquor Control Commissioner may issue a winery special use permit for the sale of wine sold in the original containers which bear the vintner's label and which are corked, capped or otherwise securely sealed at the place of vintning at a market-type, special or festival event. Such license shall be issued to a winery licensed by the State of Illinois with a winemaking premises license or a special use permit license, and shall be for a period of not more than three days. The maximum number of winery special use permits issued to the same winery in one calendar year shall not exceed six (6) and not more than one winery special use permit shall be granted to any one winery in any one period of thirty (30) days. (Amended, Ordinance No. 2016-09, February 16, 2016) (Amended, Ordinance No. 2003-16, April 7, 2003)

C. CATERER'S PERMIT. The Local Liquor Control Commissioner may issue an annual caterer's permit for the sale of alcoholic liquor to an existing holder of a Class A, C, G, I or O liquor license in connection with the sale of prepared food, for service at private parties, weddings or other similar private events which are not open to the general public, at a location

other than the premises listed on the current license. For the purposes this permit, the location of the catered event shall be deemed the licensed premises. Holders of caterer's permits must comply with all other requirements in this Chapter. No person shall possess alcoholic beverages other than those provided by the licensee on the premises of the catering location and consumption of alcoholic liquor shall only be permitted on the premises where the food is catered. Gross revenues from the sale of alcoholic liquor at any event shall not exceed forty (40) percent of the total gross revenues generated from the sale of alcohol and food at that event and the licensee shall submit to the City an affidavit on a quarterly basis certifying compliance with this requirement. No event shall exceed three (3) days in length nor shall alcoholic liquor be served at such an event for more than eight (8) consecutive hours. (Amended, Ordinance No. 2017-12, March 20, 2017)

9. **TRANSFER OF LICENSE.** The Local Liquor Control Commissioner may permit a licensee to transfer their license to other premises if the transfer is solely to change locations and not to transfer to another proposed license holder. If a new potential license holder seeks to obtain a license, it cannot occur via transfer, and instead must ~~holder which~~ comply with the provisions of this Chapter and with applicable provisions of law, code, ordinance, rule or regulation for new license issuance, and with such reasonable conditions to preserve the general health, safety and welfare as said Commissioner shall attach thereto. Class P and Class V licenses are always non-transferrable. The Local Liquor Control Commissioner may permit a licensee to transfer a license to another if the transfer is for the same geographic location, it results in no change to the Class and category of the liquor license, and is in conjunction with the sale of the license holder's business and inventory. Furthermore, said Local Liquor Control Commissioner shall consider for either transfer: (1) the zoning classification of the licensed

premises, (2) the character of the surrounding area, (3) the traffic and parking situation, including any off-street parking requirements of the licensed business, within a 300-foot radius, (4) any statements of interested persons, either oral or written, (5) the impact of such proposed license on the character of and the traffic and parking situation in the immediate neighborhood, and (6) the applicants' history of compliance with all laws, ordinances and building and property maintenance codes. (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2014-28, June 30, 2014) (Amended, Ordinance No. 2010-01, January 19, 2010)

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 39 and the issuance of a maximum number of Class B licenses is limited to 53. Upon any Class A or Class B, Class P or Class V license becoming forfeited, void, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L, Class M and Class N licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation. (Amended, Ordinance No. 2018-33, August 6, 2018) (Amended, Ordinance No. 2017-54, December 4, 2017) (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2006-84, September 5, 2006) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May

2, 2005) (Amended, Ordinance No. 2000-57, July 17, 2000) (Amended, Ordinance No. 95-13, March 20, 1995) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 90-84, July 30, 1990) (Amended, Ordinance No. 89-13, January 30, 1989) (Amended, Ordinance No. 2020-148, October 19, 2020)

11. ISSUANCE OF AVAILABLE LICENSES. As to classes of license for which a maximum authorized number has been established, but where the number of licenses does not automatically decrease, if it should occur that less than such number are issued, applications may be received for the issuance of the available license or licenses. If, after 30 days from the date such a license has become available, no qualified application has been received such license shall be issued responsive to the first qualified application received after such 30-day period. If during said 30-day period, more qualified applications are received than the number of licenses available, the Local Liquor Control Commissioner shall by lot select the application for which a license shall be issued. Applications made pursuant to the provisions of this section may be supported by agreements, undertakings or other reasonable evidence of an ability and willingness to satisfy physical and possessory requirements as to the premises proposed to be licensed, in lieu of evidence of ownership or possessory interest, building and fire code compliance and the like. Any person, firm, or corporation which has been successful in acquiring a liquor license by lot shall be prohibited from entering any subsequent lottery for a period of three years from the issuance of such license. If additional numbers of any class or classes of license are authorized by the Council for the purpose of issuing such licenses to owners of newly-annexed properties previously licensed by another jurisdiction, the provisions hereof shall not apply to such newly-authorized but unissued licenses. (Amended, Ordinance No. 2003-16, April 7, 2003)

12. POSTING OF LICENSE. Every person licensed in accordance with the provisions of this Chapter shall immediately post and keep posted while in force, in a conspicuous place on the premises, the license so issued. Whenever such license shall be lost or destroyed, a duplicate in lieu thereof shall be issued by the City Clerk upon the direction of the Local Liquor Control Commissioner.

13. USE OF LICENSE. Except as to a Class F license, after a license has issued the privileges there under shall be actively exercised on the licensed premises. Suspension of the exercise of said privileges for a period of 90 days may be cause for revocation of such license absent the showing of substantial reason for the same not within the control of the licensee.

14. SUSPENSION OR REVOCATION OF LICENSE.

A. The Local Liquor Control Commissioner may in the manner provided by law suspend or revoke local liquor license privileges for violation of a provision of this Chapter or of applicable provisions of law, ordinance, code, rule or regulation.

B. The Local Liquor Control Commissioner, when suspending local liquor license privileges for violation of a provision of this Chapter or other applicable law, in the manner provided herein and by statute, may order that the licensee cease and desist all business operations at the licensed premises for the duration of the suspension of local liquor license privileges, to the extent permitted by law, if such commissioner determines that such a closure would assist the enforcement of the suspension in light of the severity of the violation or the frequency of past violations, whether of the same nature or not. (Amended, Ordinance No. 89-13, January 30, 1989)

C. The Local Liquor Control Commissioner may assess costs including reasonable attorney's fees against the licensee in any proceeding regarding such license held pursuant to law.

(Amended, Ordinance No. 92-28, May 4, 1992)

15. **TOILETS.** ~~Class A, C and D licensed premises~~ All licensed premises, regardless of class or category except for temporary and catering licensees, shall have ~~separate~~ sanitary toilets maintained in clean and sanitary condition ~~for males and females respectively.~~

16. **COMPLIANCE WITH LAW.** Local liquor licensed premises and the operations therein and thereof shall comply, in addition to the provisions of this Chapter, with the applicable provisions of law, ordinance, code, rule or regulation.

17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class ~~H D, L, and M~~ between 2:00 A.M. and 6:00 A.M. on Mondays through Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year, and, as of July 1, 2022, no alcoholic liquor may be sold between 10:00 P.M. and 6:00 A.M. by means of a window, porthole, aperture or similar opening accessible to persons from outside of the premises. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class ~~H D~~ license before 10:00 ~~a.m~~ A.M. or after 11:00 ~~p.m~~ P.M. on any day. No person shall sell or deliver alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class L license before 10:00 A.M. or after 10:00 P.M. on any day. No person shall sell or deliver alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class M license before 9:00 A.M. or after 10:00 P.M. on any day. (Amended, Ordinance No. 2022-07, March 7, 2022) (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2015-45, September 8, 2015) (Amended, Ordinance No. 2013-90, November 18,

2013) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May 2, 2005) (Amended, Ordinance No. 1992-06, January 21, 1992)

18. **PUBLIC PLACES.** During those hours in which alcoholic liquor shall not be sold, delivered or consumed in premises licensed hereunder, alcoholic liquor shall not be consumed, possessed, stored, kept or otherwise permitted or maintained in any building, or portion thereof, used by members, or guests of members, of any club operating therein, in the meeting or public rooms of hotels or motels or any other business which leases or otherwise provides such rooms for banquets, receptions, dances or other similar activities, or in any public place of accommodation or amusement or place of public resort, including but not limited to, places selling mix, ice, water and providing drinking utensils for the purpose of mixing drinks containing alcoholic liquors for consumption thereat, or those places commonly known as bottle clubs and similar places; provided that, alcoholic liquor may be stored or kept in any such building, or portion thereof, that is properly licensed for the sale of alcoholic liquor under the provisions hereof.

19. **VIOLATION.** No owner, possessor, manager, person in control or in charge of licensed premises, or of premises referred to in Section 18 of this Chapter, shall permit the violation on said premises of any provision of this Chapter. It shall not be a defense to a prosecution brought hereunder that the defendant did not have actual knowledge that alcoholic liquor was being consumed, possessed, stored, kept or otherwise maintained by patrons, guests, members or other individuals in violation of said Section 18. (Amended, Ordinance No. 89-03, January 3, 1990)

20. **MORAL TURPITUDE GAMBLING.** No ~~games of chance, or gaming device,~~ ~~shall be kept or used in any premises licensed hereunder, or shall any~~ licensee shall permit any

illegal, disorderly or immoral practices upon the premises. ~~No gambling shall be permitted upon the premises at any time.~~

21. **INSPECTIONS.** The holder of a liquor license is hereby required to make available for inspection by police officers of the City any part of the premises where liquor is sold and served or consumed.

22. **OBSCENE CONDUCT.** The sale or dispensing of alcoholic liquor is prohibited at premises whereat, or at premises which have any access which leads from said premises to any premises whereat, the following acts or conduct is permitted:

a) The employment or use of any person in the sale or service of alcoholic liquors or for the entertainment or diversion of others while such person is unclothed or in such attire, costume or clothing as to expose to view or to show with less than a fully opaque covering any portion of the breast below the top of the areola or any portion of the pubic hair, anus, buttocks, vulva or genitals.

b) The performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts prohibited by law.

c) The actual or simulated exhibition, displaying, touching or caressing or fondling of or on the breasts, buttocks, anus or genitals.

d) The permitting or encouragement of any person to remain in or upon said premises who exposes to view any portion of the body described in subparagraphs (a), (b) or (c) hereof.

e) The showing of film, still pictures, electronic reproduction or other visual reproduction depicting the acts or conduct described in sub-section (b) hereof, or any person being touched, caressed or fondled on the breasts, buttocks, anus or genitals, or scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray the activities described in this sub-paragraph (e).

23. **OBSCENITY PROHIBITED.** The engaging in, or performance of, any act or conduct described in Section 22 herein on premises as to which a license has been issued under the provisions of this Chapter is prohibited.

24. **SALES TO MINORS.** No licensee or any officer, associate, member, representative, agent or employee of a licensee shall sell, give or deliver alcoholic liquor to any

person under the age of 21 years, or to any intoxicated person, or to any person known to be a habitual drunkard, spendthrift, insane, mentally ill, mentally deficient, or in need of mental treatment. No person after purchasing or otherwise obtaining alcoholic liquor shall sell, give or deliver such alcoholic liquor to any person under the age of 21 years, except in the performance of a religious ceremony or service.

25. REFUSAL OF MINORS. For the purpose of preventing a violation of this section, any licensee or his agent or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is of attained age of 21 years or over.

26. ADEQUATE WRITTEN EVIDENCE. Adequate written evidence of age and identity of the person is no less than two documents one of which is issued by a federal, state, county or municipal government or subdivision or agency thereof, and which document incorporates a photograph of such person along with a statement of the month, day and year of such person's birth.

27. SALE OF FALSE IDENTIFICATION. No person shall sell, give or furnish to any person under the age of 21 years any false or fraudulent written, printed or photostatic evidence of the age or identity of such person, or shall sell, give or furnish to any person under the age of 21 years evidence of age and identification of any other person.

28. USE OF FALSE IDENTIFICATION. No person under the age of 21 years shall present or offer to any licensee or the agent or employee of any licensee any written, printed or photostatic evidence of age and identity which is false, fraudulent or not actually said person's own for the purpose of ordering, purchasing, attempting to purchase, or otherwise procuring or

attempting to procure the serving of any alcoholic beverage, or to have in possession any false or fraudulent written, printed or photostatic evidence of age and identity.

29. POSSESSION BY MINORS. No person under the age of 21 years shall consume, purchase, accept delivery of, or possess alcoholic liquor; provided possession, dispensing or consumption of alcoholic liquor by such a person in the performance of a religious service or ceremony, the consumption of alcoholic liquor by such a person in the privacy of a home, under the direct supervision of, and with the approval of a parent or guardian of such person, or the possession and delivery of alcoholic liquor in pursuance of the employment of, such person by a licensee as allowed in this Chapter, are not prohibited.

30. WARNING DISPLAYED. In each premise licensed under the provisions hereof there shall be displayed at all times in a prominent place a printed card supplied by the City Clerk which shall be substantially as follows:

"WARNING: If you are under twenty-one (21) years of age, you are subject to a fine up to \$500.00 if you PURCHASE alcoholic liquor or MISREPRESENT YOUR AGE for the purpose of purchasing or obtaining alcoholic liquor. OFFICIAL PHOTO IDENTIFICATION will be required to prove age before purchase."

31. EMPLOYMENT OF MINORS. No person under the age of 21 years shall tend bar or tend a package counter or window, or sell, draw, pour, mix or serve alcoholic liquor and no licensee or any officer, associate, member, representative, agent or employee of a licensee shall engage, employ or permit any person under the age of 21 years so to do; provided that, persons nineteen (19) years of age and over who have completed the Beverage Alcohol Sellers and Servers Education and Training (BASSET) program approved by the Educational Foundation of the National Restaurant Association may serve alcoholic beverages to patrons who are dining at the licensed premises if the service of such beverages is only incidental to their primary job function of serving food. (Amended, Ordinance No. 2000-53, June 19, 2000)

32. **PARENTS AND GUARDIANS.** It shall be unlawful for any parent, guardian or person in loco parentis to knowingly suffer or permit any person under the age of 21 years of which he or she may be such parent, guardian or person in loco parentis to violate any provision of this Chapter.

33. **OWNER OF PREMISES.** It shall be unlawful for any owner or occupant of any premises within the City to knowingly allow any person under the age of 21 years to remain on such premises while in the possession of alcoholic liquor or while consuming alcoholic liquor in violation of the provisions hereof.

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

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

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

(2) Central Park, except as otherwise expressly provided in this Code, and not including the Transfer House if in conjunction with an approved event;

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

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

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

(Amended, Ordinance No. 90-35, March 19, 1990) (Amended, Ordinance No. 92-59, July 13, 1992) (Amended, Ordinance No. 2022-29, July 5, 2022)

B. The Council may provide by ordinance for the consumption or possession of an open container of alcoholic liquor, or the consumption or possession of an open container of wine and beer only, and provide for the regulation of the manner of such consumption or possession of an

open container, for limited periods of time at, in or on any or all of, or any portion of, those places listed in Section 34A of this Chapter. (Amended, Ordinance No. 2012-63, September 4, 2012)

35. **PENALTY.** Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor shall more than Five Hundred Dollars (\$500.00) for each offense, and each day of a continuing violation be deemed a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another. (Amended, Ordinance No. 2011-72, October 31, 2011)

36. **LOCATION LIMITATIONS.** Except as otherwise provided in Sections 4 (B), (L), and (M) of this Chapter, no license shall be issued for the sale at retail of any alcoholic liquor within five hundred (500) feet of any church or school, other than an institution of higher learning; provided that, this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where the retail sale of alcoholic liquors is not the principal business carried on or licensed businesses located within the B-4 Central Business District. No license shall be issued for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church or school, other than an institution of higher learning for licensed businesses located within the B-4 Central Business District. This prohibition shall not apply to locations licensed on December 18, 1995, or to locations where a church or school has been established within the prohibited distance since the issuance of the most recent license. The distance shall be measured from the property boundary of the licensed premises to the property boundary of the church or school, except for premises located within the main building of a shopping center of 35,000 square feet or more in gross floor area, the distance

shall be measured from the lease line of the licensed premises to the property boundary of the church or school. (Amended, Ordinance No. 2016-51, July 18, 2016) (Amended, Ordinance No. 2015-54, October 5, 2015) (Amended, Ordinance No. 2012-94, December 17, 2012) (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 95-76, December 18, 1995)

DRAFT

Police Department

DATE: 9/29/2023

MEMO: 23-60

TO: Mayor Julie Moore Wolfe
Council Members

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

SUBJECT: Purchase of Mobile Scout Crime Prevention Surveillance Trailer

SUMMARY RECOMMENDATION: It is the recommendation of the staff that the Council authorize the purchase of the crime prevention surveillance trailer.

BACKGROUND:

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

DPD has been testing this piece of equipment (Mobile Scout Trailer) for the past couple of months. It has been utilized in a high visibility location where crowds were known to gather. Since the testing of this equipment, there have been no further issues with crowds at this location. Springfield PD has also been using this same equipment to monitor large gatherings and has found it helpful in their efforts to combat and deter crime.

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

This equipment will be purchased using the Community Violence Prevention Grant (Turner Grant), as it has been approved as an allowable expense.

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745; and Ed Hurst, Deputy Chief of Police, ehurst@decaturil.gov, 217-424-2745.

ATTACHMENTS:

Description

Resolution Letter
Product Description
Quote

Type

Resolution Letter
Backup Material
Backup Material

RESOLUTION NO. R2023-_____

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

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

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

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Infinite Protection in an amount not to exceed \$41,779.

PRESENTED, PASSED, APPROVED and RECORDED this 16th day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Crime Prevention Surveillance Trailers: Enhancing Security And Peace Of Mind



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

Visible Deterrence:

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

Rapid Deployment and Flexibility:

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

24/7 Monitoring and Remote Access:

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

Evidence Collection and Investigations:

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

Enhanced Public Safety and Community Engagement:

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

Conclusion:

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



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Contact Our Security Experts

(844) 637-1350(tel:8446371350)

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

10 W Auglaize St. - Wapakoneta, OH 45895

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



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Estimate

EST-2021997

INFINITE PROTECTION

Infinite Protection LTD

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

Bill To
Decatur PD

Estimate Date : 09/22/2023

Subject :

Sample order 7 units

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

Notes

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

SUBJECT: Ordinance Amending Zoning Ordinance - Section XXX Zoning Board of Appeals

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 23-17

October 13, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Community Development Director

SUBJECT: Ordinance Amending Zoning Ordinance to Amend Home Occupation Regulations and Add Provisions to Combine and Divide Zoning Lots

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance Amending the Zoning Ordinance to Section XXX Zoning Board of Appeals to reduce the quorum for the ZBA meetings from 5 members to 4 members and allow for a Hearing Officer to perform the power and duties of the Zoning Board of Appeals, if needed. The City Plan Commission voted 6-0 to recommend approval of the petition at the October 5, 2023 meeting. The minutes of the meeting are attached.

BACKGROUND: The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment while keeping the charge of making Decatur a quality place to live, work and play.

The City has recently had difficulty meeting the quorum requirements to hold ZBA meetings to perform their power and duties including holding needed public hearings. The ZBA does not meet on a regular basis because of a lack of petitions which makes it difficult to maintain a full board membership of 7 members. The Board of Appeals had no petitions and meetings in 2022 and five meetings in 2021. The proposed changes will provide the City options to meet the ZBA's requirements in a timely manner.

State Statute allows for a minimum quorum of 4 members for Board of Appeals (65 ILCS 5/11-13-3.(g)) and allows for a Hearing Officer to perform the power and duties of the ZBA (65 ILCS 5/11-13-14.1(C)). The proposed language for the Hearing Officer is in compliance with State Statute.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTION: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: The Ordinance Amendment was reviewed by the City’s Legal Department.

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE AMENDING ZONING ORDINANCE
- SECTION XXX ZONING BOARD OF APPEALS -**

WHEREAS, on the 5th day of October 2023 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Cordaryl Patrick, Director of Economic & Community Development, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, to Section XXX Zoning Board of Appeals to reduce the quorum for the ZBA meetings from 5 members to 4 members and allow for a Hearing Officer to perform the power and duties of the Zoning Board of Appeals, if needed, so that said Zoning Ordinance as modified and amended shall provide as set forth herein.

SECTION XXX. ZONING BOARD OF APPEALS

A. ORGANIZATION

1. Composition of Zoning Board of Appeals

A Zoning Board of Appeals is hereby established. Said Board shall consist of seven (7) members appointed by the Mayor with the approval of the Council. The term of office of each member shall be three (3) years. Vacancies shall be filled for the unexpired term of the member whose place has become vacant. The Mayor shall have the power to remove any member of the Board for cause, after notice and hearing. One of the members of the Board shall be elected as Chair of the Board by the other members annually in October or at the retirement of the Chair. No member shall serve more than two (2) terms as Chair.

2. Conduct of meetings.

Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. The Chair, or in his/her absence the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board.

3. Hearing Officer

The position of Hearing Officer is hereby established and given the authority to conduct public hearings and provide determinations in matters otherwise required to be heard by the Zoning Board of Appeals listed in Paragraph B. Power and Duties of this Section. When a hearing officer is designated to conduct a public hearing or provide determination in matters otherwise required to be heard by the Board:

- a. Notice of hearing shall be given in the same time and manner as is provided by this Ordinance for the giving of notice of hearing when any such matter is to be heard by the Board;
- b. The Hearing Officer in passing upon and determining any matter otherwise within the jurisdiction of the Board shall be governed by all of the standards, rules and conditions imposed by this Ordinance to govern the Board when it passes upon and determines any such matter; and
- c. The Hearing Officer shall exercise and perform all the powers and duties of the Board in the same manner and to the same effect as provided in this Ordinance with respect to the Board.

C. PROCEDURE

10. Quorum

Four (4) members of the Board shall constitute a quorum for the conduct of business as described in this Section. All decisions of the Board will be considered final, and may not be appealed to City Council.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

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

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

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

Thursday, October 5, 2023
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The October 5, 2023, meeting of the Decatur City Plan Commission was called to order at 3:02 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Pro-tem Andrew Taylor who determined a quorum was present.

Members Present: Matt Naber, Maurice Payne, Bobby Garner, A.G Webber, Andrew Taylor, James Oliver

Members Absent: Jason Drake, James Schwarz, Josh Prasun, Susie Peck

Staff Present: Kasey Wright, Marissa Weybright, Matthew Sebek, Joselyn Stewart

II. Approval of Minutes of the August 3, 2023, City Plan Commission Meeting

It was moved and seconded (Maurice Payne/ A G Webber) to approve the minutes of the August 3, 2023, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 23-07 Petition of CORDARYL PATRICK, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) including but not limited to Section XXX Zoning Board of Appeals.

It was moved and seconded (Matt Naber/Maurice Payne) to forward Case No. 23-07 to the City Council with a recommendation of approval as set forth in the staff report.

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

Upon call of the roll, Commission members Matt Naber, Maurice Payne, Bobby Garner, A.G Webber, Andrew Taylor, James Oliver voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Matt Naber/Maurice Payne) to adjourn the meeting.

Upon call of the roll, Commission members Matt Naber, Maurice Payne, Bobby Garner, A.G Webber, Andrew Taylor, James Oliver voted aye.

Acting Chairman Andrew Taylor declared the meeting adjourned at 3:08 P.M.

James Schwarz, Secretary, Decatur City Plan Commission

STAFF REPORT
Decatur City Plan Commission

Hearing Date	October 5, 2023
Calendar No.	23-07
Proposal	Amendments to Zoning Ordinance (Ordinance #3512, as amended) including but not limited to Section XXX Zoning Board of Appeals
Petitioner	Cordaryl Patrick, Director of Economic and Community Development

NOTE

This item was brought to the Plan Commission August meeting for a public hearing. However, because of a procedural issue the item must be heard again before Plan Commission before a recommendation is sent to the City Council.

BACKGROUND

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment while keeping the charge of making Decatur a quality place to live, work and play.

This proposed amendment to the Zoning Ordinance reduce the quorum for the ZBA meetings from 5 members to 4 members and allow for a Hearing Officer to perform the power and duties of the Zoning Board of Appeals, if needed.

DESCRIPTION/ANALYSIS

The City has recently had difficulty meeting the quorum requirements to hold ZBA meetings to perform their power and duties including holding needed public hearings. The ZBA does not meet on a regular basis because of a lack of petitions which makes it difficult to maintain a full board membership of 7 members. The Board of Appeals had no petitions and meetings in 2022 and five meetings in 2021. The proposed changes will provide the City options to meet the ZBA's requirements in a timely manner.

State Statute allows for a minimum quorum of 4 members for Board of Appeals (65 ILCS 5/11-13-3.(g)) and allows for a Hearing Officer to perform the power and duties of the ZBA (65 ILCS 5/11-13-14.1(C)). The proposed language for the Heating Officer is in compliance with State Statute.

STAFF RECOMMENDATION

City staff recommend approval of the proposed amendments.

PLAN COMMISSION ACTION

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 23-07 to the City Council with a recommendation of approval is suggested.

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

ATTACHMENTS

1. Petition
2. Mark-Up



City of Decatur, Illinois

PETITION FOR REZONING

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

Community Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Cordaryl Patrick, Director of Economic & Community Development				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	cpatrick@decaturil.gov
Property Owner	N/A				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	N/A				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

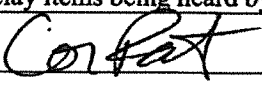
Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:	Amend Zoning Ordinance (Ord. #3512, as amended)					

Section Three Continued	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
This proposed amendment to the Zoning Ordinance would reduce the quorum for the ZBA meetings from 5 members to 4 members and allow for a Hearing Officer to perform the power and duties of the Zoning Board of Appeals, if needed.	

SECTION FOUR: JUSTIFICATION	
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>	
The City has recently had difficulty meeting the quorum requirements to hold ZBA meetings to perform their power and duties including holding needed public hearings. The proposed changes will provide the City options to meet the ZBA's requirements in a timely manner. State Statute allows for a minimum quorum of 4 members for Board of Appeals (65 ILCS 5/11-13-3.(g)) and allows for a Hearing Officer to perform the power and duties of the ZBA (65 ILCS 5/11-13-14.1(C)).	

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature			Date 7/28/2023

NOTES:	
1. Please forward this completed form and attachments to the Community Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

ADDITIONS AND DELETIONS

- ZONING ORDINANCE -

SECTION XXX. ZONING BOARD OF APPEALS

A. ORGANIZATION

1. Composition of Zoning Board of Appeals

A Zoning Board of Appeals is hereby established. Said Board shall consist of seven (7) members appointed by the Mayor with the approval of the Council. The term of office of each member shall be three (3) years. Vacancies shall be filled for the unexpired term of the member whose place has become vacant. The Mayor shall have the power to remove any member of the Board for cause, after notice and hearing. One of the members of the Board shall be elected as Chair of the Board by the other members annually in October or at the retirement of the Chair. No member shall serve more than two (2) terms as Chair.

2. Conduct of meetings.

Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. The Chair, or in his/her absence the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board.

3. Hearing Officer

The position of Hearing Officer is hereby established and given the authority to conduct public hearings and provide determinations in matters otherwise required to be heard by the Zoning Board of Appeals listed in Paragraph B. Power and Duties of this Section. When a hearing officer is designated to conduct a public hearing or provide determination in matters otherwise required to be heard by the Board:

- a. Notice of hearing shall be given in the same time and manner as is provided by this Ordinance for the giving of notice of hearing when any such matter is to be heard by the Board;
- b. The Hearing Officer in passing upon and determining any matter otherwise within the jurisdiction of the Board shall be governed by all of the standards, rules and conditions imposed by this Ordinance to govern the Board when it passes upon and determines any such matter; and
- c. The Hearing Officer shall exercise and perform all the powers and duties of the Board in the same manner and to the same effect as provided in this Ordinance with respect to the Board.

C. PROCEDURE

10. Quorum

~~Five-Four~~ (~~54~~) members of the Board shall constitute a quorum for the conduct of business as described in this Section. All decisions of the Board will be considered final, and may not be appealed to City Council.

SUBJECT: Resolution Accepting Grant from the Illinois Housing Development Authority's Strong Communities Program Round 2

ATTACHMENTS:

Description	Type
Cover memo	Cover Memo
Resolution	Resolution Letter
Award Letter	Backup Material
Agreement	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 23-16

October 16, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting Grant from the Illinois Housing Development Authority’s Strong Communities Program Round 2

RECOMMENDATION: Staff recommend entering into an inter-governmental grant agreement with the Illinois Housing Development Authority (IHDA) to administer the Strong Community Program (SCP) Round 2 grant in the amount of \$337,000.

BACKGROUND: The City of Decatur, along with the Central Illinois Land Bank Authority, applied for a grant opportunity through the Illinois Housing and Development Authority and was successfully granted \$337,000. We received the conditional commitment letter via email and because this is a rapid deployment of funds, IHDA has asked us to return a signed agreement by October 6, 2023. Mayor Moore Wolfe has signed the agreement to ensure that the City of Decatur receives these competitive grant funds. Staff recommends the adoption of this resolution, which will be the Council’s ratification of the mayor’s action to accept this grant.

The Strong Communities Program will provide financial assistance for additional abandonment to rehab projects within the city’s urban core along with demolitions.

POTENTIAL OBJECTIONS: Staff are not aware of any objections.

INPUT FROM OTHER SOURCES: None.

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

BUDGET/TIME IMPLICATIONS: None

**RESOLUTION ACCEPTING GRANT FROM THE ILLINOIS HOUSING
DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM ROUND 2**

WHEREAS, the City of Decatur (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

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

SECTION 1: That the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed Three hundred Thirty Seven thousand 00/100 Dollars (\$337,000.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

SECTION 2. That the Mayor of the Recipient, the Director of Economic and Community Development, Assistant Director of Economic and Community Development and/or the City Clerk/Assistant Clerk of the Recipient (the "Signatories") are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

SECTION 3. That the Signatories are hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements, or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

SECTION 4. That the Recipient hereby ratifies, authorizes, and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PRESENTED AND ADOPTED this October 16, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



111 E. Wacker Drive
Suite 1000
Chicago, IL 60601
312.836.5200

September 15, 2023

City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523
Re: Strong Communities Program, Round 2

Dear Mike Davis,

Congratulations! We are pleased to announce your selection for participation in Round 2 of the Strong Communities Program (SCP). Your grant award amount is \$337,000.00.

Please note that your participation in Round 2 is contingent upon the execution of the Conditional Commitment Letter (CCL) and Funding Agreement. As part of the IHDA legal closing process, you will be required to submit various due diligence items, including agency/corporate documents.

Additionally, we will be hosting a legal closing webinar on **Wednesday, October 18, 2023**, to discuss the required guidelines for the IHDA legal closing process, program participation, reporting, and payment schedules; your participation is required. The webinar's call-in information and timing as well as Round 2 program documents will be distributed in a separate email.

If you have any questions or concerns, please do not hesitate to contact us at SCPinfo@ihda.org.

Sincerely,

William Erdmier
Senior Program Officer & Team Lead
Community Affairs Department



111 E. Wacker Drive
Suite 1000
Chicago IL, 60601
312.836.5200

September 22, 2023

City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attention: Kirsten Born, Programs Specialist

Re: Conditional Commitment Letter (this "Letter")
Strong Community Program ("SCP") – Round 2

SCP R2 PID# - 52432

Dear Ms. Born:

The Illinois Housing Development Authority (the "Authority") is the program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time (the "Rules"), a copy of such Rules is attached to this Letter as **Exhibit A** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Act or the Rules.

CITY OF DECATUR, an Illinois unit of local government ("Recipient"), has applied to the Authority for, and the Authority agrees to make funds available in the maximum amount of **Three Hundred Thirty Seven Thousand and No/100 Dollars (\$337,000.00)** (the "Funds"), to assist with the rehabilitation and demolition of Abandoned Residential Property (as defined in the Program Manual) (the "Project") within the Recipient's area under the Program from funds appropriated under Section 5 of the Act. The Funds shall be subject to the contingencies, terms and conditions set forth in this Letter. The Recipient shall review and become familiar with the program requirements as set forth in that certain Strong Communities Program Manual (the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

A. CONTINGENCIES: The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:

1. The Authority's obligations hereunder shall cease immediately, without penalty, if:
 - (a) the Illinois General Assembly fails to make an appropriation sufficient to pay

such obligations; (b) adequate funds are not appropriated or funded to the Authority by the Illinois General Assembly to allow the Authority to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Authority, at the Authority's sole discretion, are insufficient. The Authority shall give the Recipient notice of insufficient funding as soon as practicable. The Recipient's obligation to perform shall cease upon receipt of the notice.

2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:
 - a. Evidence satisfactory to the Authority that Recipient is able to comply with its duties under the Act; and
 - b. Recipient's delivery, subject to the Authority's review and approval in its sole and absolute discretion, of all required due diligence and documentation; and
 - c. Recipient's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority.
3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in Paragraph C.2 hereof that the Recipient, its constituent or related entities, or other related individuals, is not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Act, the Rules, and the policies and procedures now or hereafter adopted by the Authority pursuant to the Act, all as amended from time to time.

C. TERMS AND CONDITIONS OF THE FUNDS: The Funds shall be subject to the following terms and conditions:

1. Funds Amount. The Funds shall be in an amount not to exceed Three Hundred Thirty Seven Thousand No/100 Dollars (\$337,000.00).
2. Closing Date. The closing shall occur at such time as (i) the Authority has received, reviewed and approved, as to both form and substance, all due diligence and documentation; and (ii) Recipient has satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than November 15, 2023 (the "Outside Closing Date"). If the closing of the Funds

does not occur on or before the Outside Closing Date, at the Authority's election, this Letter shall terminate and shall not be extended. No undisbursed Funds shall be available after the earlier of (i) two (2) years after the Closing Date and (ii) such other date as the Authority may determine.

3. Purpose of Funds. Recipient shall enter into a Funding Agreement (the "Funding Agreement") with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to: (a) that the Recipient shall use the proceeds of the Funds for Eligible Uses (as defined in the Rules); and (b) recapture of the proceeds of the Funds in the event that the Recipient has not performed its obligations under the Act and the Rules or if there exists a default under the Funding Agreement.
4. First Disbursement Date. The first disbursement of Funds is expected to be approximately three (3) months after the Closing Date. The expected project completion date is approximately two (2) years from the Closing Date.
5. Fund Documents. Prior to the Closing Date, Recipient shall deliver to the Authority two (2) original copies of the Funding Agreement, executed in the manner indicated therein, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, the Funding Agreement, and such other documents are collectively referred to in this Letter as the "Fund Documents").
6. Other Showings. **On or before November 8, 2023, Recipient shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:**
 - a. Resolution or ordinance of the Recipient, certified by the clerk or other authorized municipal official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project;
 - b. Certificate of Incumbency of the Recipient indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Recipient, as of a date within thirty (30) days prior to the Closing Date;
 - c. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**;
 - d. Drug-Free Workplace Certificate in form attached to this Letter as **Exhibit C**; and

- e. Any and all other documents and showings requested by the Authority or its counsel, in their sole discretion.
- 7. Assignment. This Letter is not assignable by Recipient, in whole or in part, without the prior written approval of the Authority, which may be withheld or conditioned in the Authority's sole discretion.
- 8. Termination. If the closing of the Funds does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.
- 9. No Personal Liability. No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
- 10. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 10 shall survive the provision of the Funds.
- 11. Time for Acceptance. The terms and conditions of this Letter shall not become effective unless Recipient accepts by electronically signing this letter via DocuSign. **If not electronically signed within fourteen (14) days, this Letter shall be void and the Recipient, at the Authority's discretion, may be ineligible to receive the Funds.**
- 12. Publicity. The Authority reserves the right to publicize the issuance of this Letter and the provision of the Funds. Recipient shall notify the Authority immediately of any proposed formal publicity in connection with the Program that is arranged or promoted by Recipient or any other party participating in the Program. Formal publicity includes, but is not limited to, participation in news conferences and media events. The Authority shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. Recipient shall prominently display the Authority's name and logo and a statement that financing for the Program has been provided by the Authority on a sign or other form of announcement. The use of the Authority's name in any other signage, advertising or in any other manner is subject to the Authority's prior written consent.

13. Survival of Obligations. Recipient's obligations as set forth in this Letter shall survive the Closing Date and Recipient shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, the Authority shall determine which document shall control.
14. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Recipient:

CITY OF DECATUR
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attention: Kirsten Born, Programs Specialist

If to Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. Counterparts and Electronic Transmission. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. A signed copy of this Letter transmitted by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Letter.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

Very truly yours,

[ILLINOIS HOUSING DEVELOPMENT AUTHORITY

DocuSigned by:
By: Kristin Faust
Kristin Faust, Executive Director

10/5/2023, 2023

Approved as to form:

DocuSigned by:
By: Maureen G. Ohle
Maureen G. Ohle, General Counsel

DocuSigned by:
By: Keith Evans
Keith Evans, Interim Chief Financial Officer

Accepted by Recipient this
October day of 5th, 2023

CITY OF DECATUR,
an Illinois unit of local government

DocuSigned by:
By: Julie Moore Wolfe

Name: Julie Moore Wolfe

Its: Mayor

EXHIBITS

EXHIBIT A: PROGRAM RULES

EXHIBIT B: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT C: DRUG FREE WORKPLACE CERTIFICATE

EXHIBIT A
PROGRAM RULES
(attached)

Exhibit A

Strong Communities Program (SCP)

Opportunity and Objectives: The Strong Communities Program (SCP) provides grant funds to units of local government throughout the state to address local affordable housing needs and community revitalization efforts. The Strong Communities Program further leverages Federal Hardest Hit Fund and National Foreclosure Settlement Funds. A Federal Reserve study found that vacant and abandoned properties threaten the very sustainability of communities. SCP will return vacant residential properties to productive and taxable use through rehabilitation and provide funds for demolition in cases where properties are beyond repair and negatively impacting neighboring residences. As a result, SCP will increase property values, create jobs, help reduce crime, generate additional tax revenue and attract further community investment.

The Strong Communities Program initiative is to preserve existing affordable housing stock that is often in city centers and in proximity to community amenities (schools, parks, medical facilities, shopping, jobs, and transportation). This initiative directly correlates to the work of the Illinois Revitalization Task Force created pursuant to SR1786, the final report of which was issued on March 13, 2019, to address IHDA's recognition that the number of abandoned and vacant single-family homes were affecting housing values, decreasing the affordable housing stock, and posing a public safety hazard as municipalities were struggling to gain access to the homes. The Strong Communities Program furthers IHDA's efforts to address vacant and abandoned properties which were recognized in the fall of 2019 by the National Council of State Housing Agencies (NCSHA) with the State Advocacy Award.

Program Allocation	\$30,000,000 of the \$200,000,000 appropriated from the Build Illinois Bond Fund to the Department of Revenue for the Illinois Housing Development Authority for affordable housing grants, loans, and investments for low-income families, low-income senior citizens, low-income persons with disabilities and at risk displaced veterans.
Eligible Applicants	Units of local government. A county or municipality may join with other counties/municipalities and together submit a single application (Land Banks and Regional Planning Commissions are eligible to apply on behalf of units of local government applicants). Applicants anticipating home rehabilitation activities must either have direct rehabilitation experience or have partnerships with local agencies that possess the necessary experience. Available statewide.
Eligible Grant Awards	Eligible Applicants may apply for up to \$750,000 per grant (no match funds).
Program Impact	For every dollar spent to address an abandoned and vacant home, the value of homes in the targeted area increases \$4.27 according to the Center for Community Progress (the nation's premier non-profit organization whose focus is turning abandoned properties into vibrant spaces). We stand to increase property values by over \$125 million in the aggregate in support of community residents and the local tax base.
Program Requirements	For activities undertaken and submitted for reimbursement, successful applicants must follow all local, county, and state laws pertaining to such activities including, but not limited to, applicable environmental laws, state historic preservation, and prevailing wage.
Operational Efficiencies	Energy-efficient, sustainable, and/or resilient building design for rehabilitation projects are encouraged.
Eligible Properties	1-6 unit residential properties meeting the definition of Abandoned Residential Property; vacant and abandoned single family homes (\$40,000 maximum costs for demolition projects and \$75,000 maximum costs for rehabilitation projects per individual PIN for all eligible uses)

Exhibit A

Strong Communities Program (SCP)

Eligible Uses	- Acquisition (not to exceed \$5,000 per property to allow for abandonment petition for Judicial Deed, tax sale purchase and legal costs, etc.) - Rehabilitation (not to exceed \$75,000 per property; can include interior and exterior rehab activities) - Demolition (not to exceed \$40,000 per property; exceptions to the maximum per property cost to be considered on a case-by-case basis for remediation requirements, and strategic demolition aligned with local planning efforts) - Tree, Shrub and Debris Removal (<u>including</u> grass cutting) - Lot Treatment and Greening (i.e., sod, level and grading, shrubs, native plantings, community gardens, stormwater management projects) - All reasonable hard and soft construction costs as approved in IHDA's sole and absolute discretion - Administrative costs - maximum general administration fees consist of 10% of the total grant for administrative costs related to general management, oversight, and coordination, including staff and overhead
Reimbursement Process	Grantees will be reimbursed on a quarterly basis for Eligible Uses by submitting approval information on forms provided by the Authority.
Program Duration and Post-Program Requirements	Three funding rounds (two-year grant terms each). No post-program restrictions on properties under the program. Grantee must maintain records that pertain to the program for five years.

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): CITY OF DECATUR

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietorship | ☐ Nonresident alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (non-corporate) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation <i>NOT</i> providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| | ☐ D = disregarded entity |
| | ☐ C = corporation |
| | ☐ P = partnership |
| ☐ Other: _____ | |

Recipient Signature

Date

EXHIBIT C

DRUG FREE WORKPLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

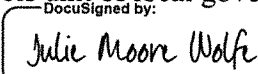
(2) the grantee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs;
and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF DECATUR,

an Illinois unit of local government

By: 
DocuSigned by: D80432B5DD03424...

Name: Julie Moore Wolfe

Title: Mayor

SUBJECT: Resolution Authorizing Agreement between City of Decatur, IL and Central Illinois Land Bank Authority to Operate Strong Communities Program Round 2

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: October 16, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Agreement Between City of Decatur, Illinois and Central Illinois Land Bank Authority (CILBA) regarding Housing Assistance Programs

RECOMMENDATION: Staff recommends the City Council approve a resolution and enter into an agreement with the Central Illinois Land Bank Authority (CILBA) to administer housing assistance programs.

BACKGROUND: The City of Decatur received a Strong Community Program (SCP)—Round 2 grant award from Illinois Development Housing Authority in an amount not to exceed \$377,000. Eligible activities for this grant include the Abandonment to Rehab program and demolitions. The City of Decatur and CILBA applied for these grant funds to address blight and encourage homeownership in our urban core. Cumulatively, CILBA will be managing \$1.6 million dollars in housing assistance programs for the city. To maximize these housing programs and ensure success, staff are recommending that CILBA manage and implement the Strong Communities grant as well as continue managing the abandonment to rehab program.

ATTACHMENTS: Resolution, Agreement

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None.

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

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING AGREEMENT WITH CENTRAL ILLINOIS LAND BANK
AUTHORITY (CILBA) TO ADMINISTER ILLINOIS HOUSING DEVELOPMENT
AUTHORITY (IHDA)
STRONG COMMUNITIES PROGRAM—ROUND 2**

WHEREAS, the City of Decatur has been awarded a grant from the Illinois Housing Development Authority (the “Authority”) program for the Strong Communities Program—Round 2 (SCP), as governed by the Program guidelines described in the Conditional Commitment Letter, as may be amended.

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

SECTION 1. That the City of Decatur shall enter into an Agreement with CILBA not to exceed Three Hundred Thirty-Seven Thousand and 00/100 Dollars (\$337,000.00), which shall be used for the Abandonment to Rehab program and demolitions.

SECTION 2. That the City Manager, Director of Economic and Community Development, Asst. Director, and/or designee are hereby authorized to sign, execute, and approve said agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED and RECORDED this 16th day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND CENTRAL ILLINOIS LAND BANK AUTHORITY REGARDING
THE STRONG COMMUNITY PARTNERSHIP GRANT ---ROUND 2**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Central Illinois Land Bank Authority (CILBA), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has received funds from the Illinois Housing Development Authority (IHDA) for the Strong Community Program (SCP)—Round 2 grant; and,

WHEREAS the City has determined that housing assistance is needed to implement the Strong Communities Partnership for the Abandonment to Rehabilitation Program and demolitions; and,

WHEREAS, the City has determined that CILBA has the capacity to administer and implement housing assistance programs.

WHEREAS CILBA’s mission is to assist member communities and forge partnerships with developers, end users and others that results in revitalized neighborhoods, increased property values, stabilized real estate markets and redevelopment of properties in Vermilion County, Champaign County, and Decatur; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to provide funding from the Strong Communities Program—Round 2 (SCP) upon execution of this Agreement between the City and CILBA in the amount of \$377,000.

Section 2. The City will be responsible for determining any additional criteria and eligibility for housing assistance programs that may not be included in the IHDA funding agreement and notify CILBA in writing.

Section 3. CILBA shall be responsible for the administration and implementation of all housing assistance programs, including the use of funds pursuant to the provisions of this Agreement between parties.

Section 4. CILBA will be responsible for reviewing and determining all applicable federal, State, and local laws, statutes and other regulations relating to the use of IHDA’s SCP funds provided under this Agreement.

Section 5. The funds provided by the City shall only be used by CILBA for the purposes of and pursuant to and under the terms of this Agreement.

Section 6. CILBA hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the Housing Assistance Programs funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, CILBA will repay to the City the funds used contrary to the terms set forth herein.

Section 7. Upon written request, CILBA agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers, and records of CILBA which pertain to the Housing Assistance Programs and/or the funds provided to CILBA for the purpose of monitoring, making audits, examinations, and photocopying.

Section 8. CILBA shall be required to maintain all records for the period designated by the City as required by the terms of IHDA and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 9. CILBA agrees to provide all reports which may be required by the City for compliance with IHDA and any other federal or state law, statute or other regulation.

Section 10. CILBA agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; 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 American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

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

Section 12. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: City Manager
 City of Decatur

#1 Gary K. Anderson Plaza
Decatur, IL 62521

To CILBA: Mike Davis, Executive Director
Central Illinois Land Bank Authority
201 N. Vermilion Street, 2nd Fl
Danville, IL 61832

Section 13. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 14. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 15. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 16. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 17. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 18. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 19. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

This Agreement is made between the City and CILBA and entered into on the last date written below. In witness, the parties have executed this Agreement.

CITY OF DECATUR, ILLINOIS

CENTRAL ILLINOIS LAND BANK AUTHORITY

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

Public Works

DATE: 10/4/2023

MEMO: 2023-94

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Authorizing an Agreement with Jimmie Soules Bird Repellent Company for Downtown Bird Control

SUMMARY RECOMMENDATION:

It is recommended by City staff that the City Council approve the attached resolution authorizing the Mayor to execute an agreement between the City and Jimmie Soules Bird Repellent Company for the control of birds in downtown Decatur for a period of three years beginning October 1, 2023, through September 30, 2026, for an amount not to exceed \$84,500.00.

BACKGROUND:

The City's current three-year agreement with the Jimmie Soules Bird Repellent Company, approved by the City Council on October 5, 2020, expired on September 30, 2023. This agreement is for the control of birds in the City's downtown area. The downtown area is described in the agreement as being the area bounded by Cerro Gordo on the north, Martin Luther King on the east, Wood Street on the south and Church Street on the west. The purpose of controlling the birds is to minimize the health-related problems, cleanup costs and nuisances that can be associated with high numbers of birds flocking or roosting in the area.

City Staff has met with Ms. Diane Soules to discuss a new agreement for these services. Soules' bird repellent process is proprietary and has proven extremely effective in keeping birds from infesting high use areas downtown over the years. Birds are not harmed by their procedures.

A new three-year agreement (copy attached) has been prepared by staff and Ms. Soules for Council review and approval. The new Agreement will begin October 1, 2023, and extend through September 30, 2026.

Payment is made annually for the year beginning October 1 and ending on September 30 of the following year. The fee for each year of the 3-year contract is as follows:

October 1, 2023, thru September 30, 2024- \$26,500
October 1, 2024, thru September 30, 2025- \$28,000
October 1, 2025, thru September 30, 2026- \$30,000

This agreement is administered by the City's Public Works Department.

LEGAL REVIEW: The contract was approved by the Legal Department on September 28, 2023.

PRIOR COUNCIL ACTION:

September 30, 2002 – City Council approved Resolution R2002-188, authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2005.

· September 6, 2005 – City Council approved Resolution R2005-120, authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2008.

· October 20, 2008 – City Council approved Resolution R2008-177, authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2011.

· September 6, 2011 – City Council approved Resolution R2011-145 authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2014.

· September 29, 2014 – City Council approved Resolution R2014-119 authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2017.

· September 18, 2017 – City Council approved Resolution R2017-114 authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2020.

· October 5, 2020 – City Council approved Resolution R2020-138 authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2023.

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

INPUT FROM OTHER SOURCES: None

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

any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding is budgeted in the City's General Fund - Central Business District.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with Jimmie Soules Bird Repellent Company for Downtown Bird Control	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
JIMMIE SOULES BIRD REPELENT COMPANY FOR
DOWNTOWN BIRD CONTROL**

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

Section 1. That the Agreement authorizing services for downtown bird control, presented to the City Council herewith as Exhibit A and made part a hereof, between the City of Decatur and Jimmie Soules Bird Repellent Company, be, and the same is hereby, received, placed on filed and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and Jimmie Soules Bird Repellent Company for the time period beginning October 1, 2023, through September 30, 2026, for an amount not to exceed \$84,500.00.

PRESENTED and ADOPTED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Jimmie Soules Bird Repellent Company

53 Benton Drive , Decatur, Illinois 62526

Phone 217-454-8437

AGREEMENT

AGREEMENT made by and between the City of Decatur, Illinois, a municipal corporation ("City) and Jimmie Soules Bird Repellent Company ("Soules).

For and in consideration of the premises set out herein, the City and Soules agree as Follows:

1.Soules shall provide bird repellent services to all properties owned by the City located within the boundaries set out in paragraph 2 hereof. Said services shall be those determined to be necessary in the sole discretion of Soules to eliminate the noisome and unsanitary accumulation of birds on City property; provided that such services are in strict compliance with applicable Federal, State, and City statutes, ordinances, rules, and regulations, including but not limited to environmental and conservations laws, and further provide that such services do not constitute a nuisance to abutting property owners or the public.

2. The area within which Soules shall provide bird repellent services, as discussed above, is the area bounded by Cerro Gordo Street on the north, Martin Luther King on the east, Wood Street on the south, and Church Street on the west.

3. The bird repellent services to be provided by Soules, as required hereby, shall begin no later than October 1, 2023 and shall continue through September 30, 2026.

4. The City shall pay Soules for the services described herein at the following rates, and according to the following schedule, except as provided in Paragraph 5 hereof:

October 1, 2023 - \$26,500, for the period October 1, 2023 – September 30, 2024

October 1, 2024 - \$28,000, for the period October 1, 2024 – September 30, 2025

October 1, 2025 - \$30,000, for the period October 1, 2025 – September 30, 2026

5. The City shall have the right to terminate this Agreement after the first year of service and any time during the term there after, provided that Soules shall be paid pro rata for all sums due and accrued to said date. If full payment for a period has been made and the Agreement is subsequently terminated prior to the completion of that period, as provided herein Soules shall rebate pro rata to the City the unearned payment received.

Dated this _____ day of _____, 2023

CITY OF DECATUR, ILLINOIS

JIMMIE SOULES BIRD REPELENT CO.

A Municipal Corporation,

By _____

MAYOR

By  _____
DIANE SOULES

ATTEST:

By _____

CITY CLERK

Municipal Services

DATE: 10/5/2023

MEMO: 2023-96

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager

Matt Newell, Public Works Director

Byron Bowman, Municipal Services Manager

Chris Bergschneider, Fleet Supervisor

SUBJECT: Resolution Authorizing Acceptance of the Bid for the Purchase of a Pavement Breaker from Midwest Equipment MFG.

SUMMARY RECOMMENDATION: Staff recommends awarding a purchase order in the amount of \$196,701.00 to Midwest Equipment MFC. to furnish one (1) 2023 Arrow Hammer 1450 Pavement Breaker.

BACKGROUND:

The 2023 Equipment Replacement Plan, approved by Council, includes the purchase of a new Pavement Breaker to replace an existing Pavement Breaker used by the Water Services Division for water main work within paved areas.

The old machine being replaced is Unit 123, a 2002 Arrow Master 1350. It is selected to be replaced due to its age and condition. Unit 123 has 2,397 hours.

The replacement pavement breaker is estimated to be delivered in 30-60 days.

DISPOSAL OF REPLACED UNIT: The old unit is to be traded in.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote the bid specifications based on Water Distribution requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions on this item.

BUDGET/TIME IMPLICATIONS:

Funding for the expenditure is provided in the FY2023 Water Distribution Budget.

ATTACHMENTS:

Description

Type

Resolution Authorizing Acceptance of the
Bid for the Purchase of a Pavement Breaker Resolution Letter
from Midwest Equipment MFG.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE BID FOR THE PURCHASE
OF A PAVEMENT BREAKER FROM MIDWEST EQUIPMENT MFG.**

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

Section 1. That the bid from Midwest Equipment MFG. quote received for one (1) 2023 Arrow Hammer 1450 Pavement Breaker, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Midwest Equipment MFC., in the amount of \$196,701.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Midwest Equipment MFC., for their quote price of \$196,701.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Pavement Breaker
Project Number: PUR2023-05

Midwest Equipment MFG

Bid Date: June 7, 2023

Thorntown, IN

Time: 10:00 a.m.

Description	QTY.	Unit	Unit Price	Total
			Arrow Hammer 1450	
			2023	\$213,201.00
Pavement breaker	1			
Less trade-in				\$196,701.00

TOTAL
TRADE IN TOTAL

\$213,201.00
\$196,701.00

EXHIBIT A

Public Works

DATE: 10/9/2023

MEMO: 2023-98

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 Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavation Company Inc., for the Old King's Orchard Garden, City Project 2023-05

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$383,204.70 for the Old King's Orchard Garden, City Project 2023-05, with Entler Excavation Company Inc. as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents (excluding project specific drawings, conditions, and provisions) are attached.

BACKGROUND:

Old King's Orchard Garden

The City received a grant from the Illinois Department of Commerce & Economic Opportunity (DCEO) that included \$500,000 to re-purpose approximately seven acres in the Old King's Orchard neighborhood for urban agriculture.

The project will close the 300 block of W. Leafland Ave. between N. Edward and N. Union as shown on the attached location map. The proposed work includes the removal of existing drive approaches, pavement, and trees. The site will be graded, compost and clean soil added and mixed into the existing soil. After completion, the site will be planted with a special seed mix that will help reduce the concentration of heavy metals that have built up in the soil over the years of normal urban land use.

The plans and specifications have been coordinated with the Good Samaritan Inn who will operate the garden once the project is complete.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised September 20, 2023, and bids were opened on October 4, 2023. The results for the

letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est.</u>
		<u>Over (-Under)</u>
Entler Excavating Company Inc	\$ 383,204.70	-19.4% (Under)
JRH Services Inc	\$ 444,358.90	-6.5% (Under)
Engineer's Estimate	\$ 475,149.00	-----

Entler Excavation Company Inc. provided the lowest qualified bid at 19.4% under the Engineers Estimate. Their bid proposal has been reviewed by staff and has been found to be responsible and responsive. Staff recommends that the City Council approve a contract with Entler Excavating to perform the Old King's Orchard Garden.

Minority Participation

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. Entler will self-preform an estimated 42.2% of the contract and subcontract 57.8% of the work for plumbing, tree removal, earthworks, landscaping and concrete with 7.0 % being performed by a Minority Business Enterprise for Landscaping. Entler provided documentation that a good faith effort was made to comply with the City's goals.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department prior to advertising for bids.

SCHEDULE: The project will begin when a Notice to Proceed has been issued following Council approval and is to be completed by May 15, 2024.

PRIOR COUNCIL ACTION:

June 5, 2023 – City Council approved Resolution R2023-119 authorizing the City Manager to enter into a grant agreement between the City of Decatur and State of Illinois Department of Commerce & Economic Opportunity (DCEO) for community development and violence prevention that included the funds for this project.

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

INPUT FROM OTHER SOURCES: Good Samaritan Inn

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Community Revitalization Fund (84). The total project cost is \$383,204.70. The City received a DCEO grant that included \$500,000 in funding for this work.

Staff Impact: Staff time has been allocated to provide oversight for this project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavation Company Inc. for the Old King's Orchard Garden, City Project 2023-05	Resolution Letter
Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH ENTLER EXCAVATION COMPANY INC., FOR THE
OLD KING’S ORCHARD GARDEN, CITY PROJECT 2023-05**

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

Section 1. That the tabulation of bids received for City Project 2023-05, Old King’s Orchard Gardens, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavation Company Inc., in the amount of \$383,204.70 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavation Company Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$383,204.70.

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

PRESENTED and ADOPTED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PROJECT MANUAL

OLD KING'S ORCHARD GARDEN

CITY PROJECT 2023-05

September 2023

a project of the



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

1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

OLD KING'S ORCHARD GARDEN

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle

Ed Culp

David Horn

Dennis R. Cooper

Lisa Gregory

Patrick McDaniel

City Officials

Scot Wrighton

City Manager

Jon Kindseth

Deputy City Manager

Wendy Morthland

Corporation Counsel

Kim Althoff

City Clerk

Ruby James

Chief Financial Officer/Treasurer

Matthew Newell

Public Works Director

Paul Caswell

City Engineer

**OLD KING’S ORCHARD GARDEN
CITY PROJECT 2023-05**

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **OCTOBER 4, 2023, AT 11:00 A.M.** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

OLD KINGS ORCHARD GARDEN CITY PROJECT 2023-05

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

The project includes the partial street removal of the 300 block of West Leafland Ave and the conversion of the 1100 and 1200 block between North Edwards and North Union to gardens. The work will include removal of pavement and trees to allow for the site grading with the addition of compost and silt. The work will also include miscellaneous sidewalk replacement, curb and gutter replacement, site erosion control, and yard hydrants installation.

INSTRUCTIONS TO BIDDERS:

1. **A PRE-BID MEETING** will be held by **CONFERENCE CALL ONLY** on **September 27, 2023 at 11:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturbblue.com
Plans & Portals
Public Projects
DFS Public Plan Room**

**City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web page **119 of 401**

www.decaturlil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturlil.gov /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

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

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

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

REJECTION OF BIDS:

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

September 20, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

**END OF
ADVERTISEMENT FOR BIDS**

INFORMATION FOR BIDDERS

For Construction of: ***OLD KING'S ORCHARD GARDEN***

City Project No.: ***2023-05***

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

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

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

III. Waiver:

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

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

- A. **MINORITY**: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE)**: A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS**. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS**. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

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

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

- xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

END OF INFORMATION FOR BIDDERS

BID FORM

For Construction of: ***OLD KING'S ORCHARD GARDEN***

City Project No.: ***2023-05***

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
<u>#1</u>	<u>9-29-23</u>	<u>SE</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	<u>Burdick Plumbing</u>	<u>Plumbing</u>
2.	<u>Homer Tree Service</u>	<u>Tree Removal</u>
3.	<u>Marengo</u>	<u>Seeding</u>
4.	<u>Huff Excavating</u>	<u>Earthwork</u>
5.	<u>Tony Etherton Concrete</u>	<u>Concrete</u>

RETURN WITH BID

DATE 10-4, 2023

(SEAL)

(If an Individual)
Signature of Bidder

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

Entler Excavating (SEAL)
X [Signature]
Vice-President

Business Address &
E-mail Addresses

819 N Sunnyside Rd Decatur IL
Karenentlerex@gmail.com 62522

Names of Officers

Stuart Entler
President
Stuart Entler
Secretary
Stuart Entler
Treasurer
X [Signature]
Secretary

Attest:

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
Old King's Orchard Garden
CITY PROJECT 2023-05**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	EARTH EXCAVATION	CU YD	1067.0	18.00	19,206.00
2	CONCRETE REMOVAL	SQ YD	236.3	20.00	4726.00
3	TREE REMOVAL 6" TO 15"	EACH	188.0	396.00	74,448.00
4	TREE REMOVAL > 15	EACH	85.0	426.00	36,210.00
5	SIDEWALK REMOVAL	SQ FT	3564.0	2.25	8019.00
6	SAWCUTS	FOOT	100.0	5.00	500.00
7	DRIVEWAY PAVEMENT REMOVAL	SQ YD	98.3	20.00	1966.00
8	COMB. CONCRETE CURB AND GUTTER REMOVAL	FOOT	514.0	9.50	4883.00
9	PAVEMENT REMOVAL	SQ YD	483.0	20.00	9660.00
10	COMB. CONCRETE CURB AND GUTTER 6.12	FOOT	234.0	93.50	21,879.00
11	STUMP REMOVAL	EACH	5.0	500.00	2500.00
12	PLACE 1-1/2" COMPOST	SQ YD	25,670.0	1.14	29,263.80
13	PLACE 1-1/2" COMPOST	SQ YD	25,670.0	1.51	38,761.70
14	SOIL PROCESSING, 6"	SQ YD	25,670.0	3.00	77,010.00
15	SEEDING SPECIAL	ACRE	5.3	6699.00	35,504.70
16	AGGREGATE SURFACE COURSE, CA-6, 6"	SQ YD	870.0	15.00	13,050.00
17	PCC SIDEWALK, 5"	SQ FT	150.0	33.00	4950.00
18	SIGN REMOVAL	EACH	4.0	250.00	1000.00
19	TIE BARS	EACH	40.0	22.00	880.00
20	CLEARING, GRUBBING, STRIPPING & REMOVAL OF DEBRIS	LSUM	1.0	19,000.00	19,000.00
21	SILT FENCE	FOOT	1900.0	6.25	11,875.00
22	INLET PIPE PROTECTION	EACH	3.0	300.00	900.00
23	YARD HYDRANT WITH 1" SERVICE & METER	EACH	3.0	8500.00	25,500.00

RETURN WITH BID

24	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$20,000	<u>\$20,000</u>
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TOTAL BASE BID 461,692.20

TOTAL BASE BID IN WORDS

Four hundred sixty-one thousand
six hundred ninety-two dollars and twenty cents

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items. with the base bid work at the owner's sole discretion.

ALTERNATE A BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	ADDITIVE (DEDUCTIVE)*	EXTENSION
A.1	TREE REMOVAL 6" TO 15" ALTERNATE A	EACH	188.0	(287.5)	(54,050.00)
A.2	TREE REMOVAL > 15 ALTERNATE A	EACH	85.0	(287.5)	(24,437.50)

*The number shall be in () or a negative shall be written prior to the number to be a deductive price off the bid price.

TOTAL ALTERNATE A ADDITIVE
(DEDUCTIVE) PRICE

(78,487.50)

TOTAL ALTERNATE A IN WORDS

Seventy-eight thousand
four hundred eighty-seven dollars and
fifty cents

TOTAL ALTERNATE A PLUS BASE
BID PRICE

383,204.70

TOTAL ALTERNATE A PLUS BASE BID
IN WORDS

Three hundred eighty-three
thousand two hundred four dollars and
seventy cents



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	10-4-23	Project Title:	Old King's Orchard Garden
Total Contract Value:	461,692.20	Project Number:	2023-05

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating
 Address: 819 N Sunnyside Rd
Decatur IN 62522
 Phone: 217-428-1865
 Contact Person: Stuart Entler
 Email: Karenentlerex@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Burdick Plumbing	Non-MBE	21,000.00	4.548	Plumbing
Homer Tree Service	Non-MBE	28,310.00	6.131	Tree Removal
Hoff Excavating	Non-MBE	116,000.00	25.124	Earthwork
Marenco	MBE	32,277.00	6.991	Seeding
Tony Etherton Concrete	Non-MBE	24,000.00	5.198	Concrete
Totals		221,587.00	47.992	

• If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

• If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
NIA		

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
see attached		

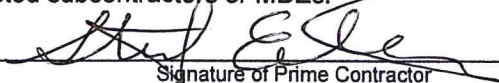
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

X 
 Signature of Prime Contractor

10-4-23
 Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	10-4-23	Project Title:	Old King's Orchard Garden
		Project Number:	2023-05

Prime Contractor:

Address:

Phone:

Contact Person:

Email:

Entler Excavating

819 N Sunnyside Rd
Decatur IL 62522

217-428-1865

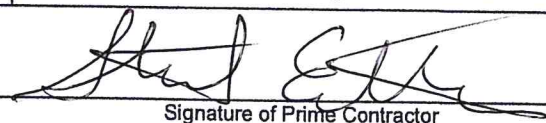
Stuart Entler

karenentlerex@gmail.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☒	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

X 
Signature of Prime Contractor

10-4-23
Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	10-4-23	Project Title:	Old King's Orchard Garden
Total Contract Value:	461,692.20	Project Number:	2023-05

Section I: Minority Business Enterprise (MBE) Information

Name: Marengo Enterprises

Address: 3490 Leghorn Rd
Clinton, IL 61727

Phone: 217-693-2484

Contact Person: Mirna Willoughby

Email: mirna@marengoent.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Seeding	32,277.00	6.991

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
<u>Stuart Entler</u>	<u>Stuart Entler</u>
Title	Date
<u>President</u>	<u>10-3-23</u>

Minority Business Enterprise Signature	Print
<u>Mirna E Willoughby</u>	<u>Mirna E Willoughby</u>
Title	Date
<u>President/owner</u>	<u>10-3-23</u>

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF IL

COUNTY OF Macon

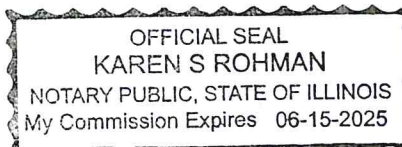
Stuart Entler, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Entler Excavating, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

X Stuart Entler
Title President

Subscribed and sworn to before me this 4th day of October, 2023.

(SEAL)



Karen S Rohman
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

RETURN WITH BID

**CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT**

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“the Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____

Date: 10-4-23

City of Decatur, Illinois


Contractor

Entler Excavating

END OF BID FORM

ENTLER EXCAVATING COMPANY INC

819 N. SUNNYSIDE ROAD
DECATUR, IL 62522

Telephone (217) 428-1865

Fax (217) 428-1895

Entlerex.com

10-04-2023

City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62523

Re: Old King's Orchard Garden CP2023-05

To Whom It May Concern,

We contacted:

Landscaping / Silt Fence:

Buddy's Grounds Maintenance – Called and sent job info to bid
Conlin Contractor Services – Called, no answer
Accent Landscape Design – Too far out of their area to travel
ICD Ironhorse – Called, left message
Marenco Enterprises – submitted bid

Concrete:

Alexander Brothers Construction – Called, no answer
LNR Construction Inc. – Called, no answer
Black Squirrel Services – Called, left message
Veya Inc. – Called and sent job info to bid

Excavation:

BMI Contractors & Assoc. – Called and sent job info to bid
Minilandscaping Co., Inc. – Called, left message
A Plus Service Group – Called, left message

Plumbing:

Amador Group – Too busy with other work to bid
C.S. Construction Group – Called, left message
Garces Contractors – Too far out of their area to travel

Sincerely,
Stuart Entler
President / Entler Excavating

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # ENTLER10-4-23

KNOW ALL MEN BY THESE PRESENTS, that we

ENTLER EXCAVATING CO., INC.

819 N Sunnyside Rd Decatur, IL 62522

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Granite Re, Inc.

14001 Quailbrook Dr Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of MN as Surety, hereinafter called the Surety, are held and firmly bound unto **City Of Decatur**

#1 Gary K. Anderson Plaza Decatur, IL 62523

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**-----Dollars 10.00%%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Old Kings Orchard Garden City Project 2023-05

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of October, 2023

Karen Bohman
(Witness)

Lisa E. Hanes
(Witness) Lisa E. Hanes

ENTLER EXCAVATING CO., INC.

(Principal)

(Seal)

(Title)

President

Granite Re, Inc.

(Surety)

(Seal)

Charles R. McQuiggan, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA® FEBRUARY 1970 ED THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

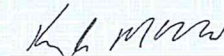
CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



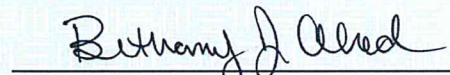

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

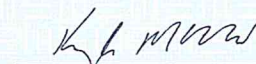
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of October, 2023.




Kyle P. McDonald, Assistant Secretary

State of Illinois
County of Madison

On this 4th day of October, 2023, before me, Holly V. Johnson, a Notary Public within and for the above-mentioned county, personally appeared **Charles R. McQuiggan**, to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

American Contractors Indemnity Company
American States Insurance Company
Contractors Bonding and Insurance Company
FCCI Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Group
International Fidelity Insurance Company
Granite Re, Inc.
Hudson Insurance Company
Harco National Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Star Insurance Company
Selective Insurance Company of America
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
United Casualty and Surety Insurance Company
Western Surety Company
Western National Mutual Insurance Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Charles R. McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires **January 30, 2025**

By: **Holly V. Johnson**
Notary Public



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

Notification of Change in Participation

Date:		Project Title:	Old King's Orchard Garden
		Project Number:	2023-05

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	Old King's Orchard Garden	
Total Contract Value:			Project Number:	2023-05

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
OLD KING'S ORCHARD GARDEN
CITY PROJECT 2023-05
DATED SEPTEMBER 2023**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated September 29, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID FORM

- 2.01 Replace the Bid Form with the attached Bid Form Add No. 1 adding Alternate A which is an addition or deduction to the base bid price to grind the stump and root ball a minimum of 12-inches below final grade. This will not require full removal of the stump and root ball.

AD-1-3 PREBID MEETING MINUTES

- 3.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on August 16, 2023

AD-1-4 SC 16 TREE REMOVAL ALTERNATE A

- 4.01 Add in SC 16 TREE REMOVAL ALTERNATE A modifying the specification for Alternate A allowing an addition or deduction to the tree removal. The remaining work and payment shall remain the same

Description: This work shall consist of full tree, ~~stump, and root ball~~ removal as per the project drawings and standard specifications. **The stump and root ball may be ground down a minimum of 12" below the finish grade. This work shall include all feeder roots that enlarged to the surface.** The disposal shall be in accordance with Article 202.03 of the Standard Specifications. Backfill as required from the stump and root ball removal shall be considered incidental to the earth excavation and embankment.

AD-1-5 SC 17 YARD HYDRANT WITH SERVICE AND METER, 1"

- 5.01 Add in in the following to SC 17

Work shall include backfill, seed and mulch for all areas disturbed in the removal and installation that are not within the special seeding area.

Please make the proper acknowledgment of **addenda #1** on page **17** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: August 25, 2023

Old King's Orchard Garden
Questions
September 29, 2023

1. Will the structures scheduled for demo be removed prior to tree removal?
ANSWER: The structures shall be demolished shortly and prior to any work beginning on site.

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
Old King's Orchard Garden
CITY PROJECT 2023-05

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	EARTH EXCAVATION	CU YD	1067.0		
2	CONCRETE REMOVAL	SQ YD	236.3		
3	TREE REMOVAL 6" TO 15"	EACH	188.0		
4	TREE REMOVAL > 15	EACH	85.0		
5	SIDEWALK REMOVAL	SQ FT	3564.0		
6	SAWCUTS	FOOT	100.0		
7	DRIVEWAY PAVEMENT REMOVAL	SQ YD	98.3		
8	COMB. CONCRETE CURB AND GUTTER REMOVAL	FOOT	514.0		
9	PAVEMENT REMOVAL	SQ YD	483.0		
10	COMB. CONCRETE CURB AND GUTTER 6.12	FOOT	234.0		
11	STUMP REMOVAL	EACH	5.0		
12	PLACE 1-1/2" COMPOST	SQ YD	25,670.0		
13	PLACE 1-1/2" COMPOST	SQ YD	25,670.0		
14	SOIL PROCESSING, 6"	SQ YD	25,670.0		
15	SEEDING SPECIAL	ACRE	5.3		
16	AGGREGATE SURFACE COURSE, CA-6, 6"	SQ YD	870.0		
17	PCC SIDEWALK, 5"	SQ FT	150.0		
18	SIGN REMOVAL	EACH	4.0		
19	TIE BARS	EACH	40.0		
20	CLEARING, GRUBBING, STRIPPING & REMOVAL OF DEBRIS	LSUM	1.0		
21	SILT FENCE	FOOT	1900.0		
22	INLET PIPE PROTECTION	EACH	3.0		
23	YARD HYDRANT WITH 1" SERVICE & METER	EACH	3.0		

RETURN WITH BID

24	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$20,000	<u>\$20,0000</u>
----	---	------	---	----------	------------------

TOTAL BASE BID _____**TOTAL BASE BID IN WORDS** _____

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items. with the base bid work at the owner's sole discretion.

ALTERNATE A BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	ADDITIVE (DEDUCTIVE)*	EXTENSION
A.1	TREE REMOVAL 6" TO 15" ALTERNATE A	EACH	188.0		
A.2	TREE REMOVAL > 15 ALTERNATE A	EACH	85.0		

*The number shall be in () or a negative shall be written prior to the number to be a deductive price off the bid price.

**TOTAL ALTERNATE A ADDITIVE
(DEDUCTIVE) PRICE** _____**TOTAL ALTERNATE A IN WORDS** _____**TOTAL ALTERNATE A PLUS BASE
BID PRICE** _____**TOTAL ALTERNATE A PLUS BASE BID
IN WORDS** _____

Pre-bid Meeting Minutes
for
2023-05 OLD KINGS ORCHARD GARDENS PROJECT
CITY PROJECT 2023-05

Conference Call
11:00 a.m., Wednesday, September 27, 2023.

- I. Introduction
Paul Caswell provided introductions

II. Project Review

The project includes the partial street removal of the 300 block of West Leafland Ave and the conversion of the 1100 and 1200 block between North Edwards and North Union to gardens. The work will include removal of pavement and trees to allow for the site grading with the addition of compost and silt. The work will also include miscellaneous sidewalk replacement, curb and gutter replacement, site erosion control, and yard hydrants installation.

- III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).

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

The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, and 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed

- B. Definitions
The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority.

C. Project Goals and Good Faith Efforts

1. Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

- a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to “actively and aggressively” seek the participation of MBE or minority workers. It is expected that a demonstration of “active” and “aggressive” will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

- b. What is the City’s expectation of what will be required to demonstrate a Good Faith Effort?

*The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for **each** subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact. **Email requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.***

City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

- c. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.
 - a. The City tracks this goal through forms provided by the City, a copy is located within the special provisions. Prevailing wage reports are not required to be submitted when the Prevailing wage act reporting is provided.

IV. Other Items

Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addenda's missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addenda's. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

Pre-Bid Sign-In Sheet
Old's King's Orchard Garden
2023-05

Wednesday, September 27, 2023, Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Paul Caswell	City of Decatur	(217) 424-2747	P
Email: PCaswee@decaturil.gov		(217) 424-2799	C
2) Ben Frazier			P
Email: programs@goodsaminn.org			C
3) Entler Excavating	Jeff Entler	(217) 428-1865	P
Email:		(217) 428-1895	C
4)			P
Email:			C
5)			P
Email:			C
6)			P
Email:			C
7)			P
Email:			C
8)			P
Email:			C
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Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

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

The “minority person” definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

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

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

- ix. If an MBE is rejected, **providing sound reasons for rejection** based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; **[This is provided through Prevailing Wage Documentation]**
 - xi. All other good faith efforts or **evidence of due diligence** to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

**Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act,
30 ILCS 575/2**

(30 ILCS 575/2)

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) **"Minority person"** shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) **American Indian or Alaska Native** (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) **Asian** (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) **Black or African American** (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) **Hispanic or Latino** (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) **Native Hawaiian or Other Pacific Islander** (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

CONTRACT

THIS CONTRACT, made and entered into this 16th day of October, 2023, by and between the City of Decatur, Illinois, hereinafter called “Owner”, and **Entler Excavating Co.Inc**, hereinafter called the “Contractor”.

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **“OLD KINGS ORCHARD GARDEN PROJECT, CITY PROJECT 2023-05”**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor’s Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is May 15, 2024.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Bond
Contract Change Orders

Performance Bond
General Conditions
Special Conditions
Standard Specifications & Drawings
Supplemental Specifications
Special Provisions
Appendix(s)

CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Standard Specifications & Drawings
5. Special Conditions
6. Supplemental Specifications
7. Special Provisions
8. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy being retained by the Contractor, one copy for the Surety and two copies to be delivered to the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Entler Excavating Co. Inc

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT BOND

Project: Old King's Orchard Garden

Project Number: 2023-05

We, _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

_____ Dollars (_____), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (Signature & Title)	Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public **(SEAL)**

SURETY

_____ (Name of Surety)	By: _____ (Signature of Attorney-in-Fact)
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STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public **(SEAL)**

CITY OF DECATUR

Approved this _____ day of _____, A.D. _____

Attest:

_____ Kim Althoff, City Clerk	_____ City Council _____ City of Decatur, Illinois _____ Julie Moore Wolfe, Mayor
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END OF CONTRACT FORMS

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

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

Workers' Compensation and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

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

Commercial General Liability:

General Aggregate Limit	\$2,000,000
Products - Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	\$1,000,000
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The policy shall cover owned, non-owned and hired vehicles.

Certificate:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates

GC-1 CERTIFICATE OF INSURANCE (Continued)

or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

- (1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and
- (2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor themselves or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation is to be provided on all good faith efforts to comply with the participation goals.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary lane closure permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-13 LIQUIDATED DAMAGES

Time is of the essence to the contract. A Completion Date is in effect for this project in accordance with Section 108.05 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount.		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction, published by the Illinois Department of Transportation, current edition. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bid will be totaled and the daily charge shall be that required for such total amount.

GC-14 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren Illinois	(JULIE Member)
AT&T	(JULIE Member)
Comcast Cable	(JULIE Member)
Illinois Department of Transportation	(JULIE Member)
Sanitary District of Decatur	(JULIE Member)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-15 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-16 METHOD OF PAYMENT

Requests for partial payment may be submitted in writing by the Contractor to the Engineer, generally on a monthly basis. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

Payments by the City will be equal to the approved partial payment amount, less retainage in accordance with Section 109.07 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, current edition. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

GC-17 NO PARKING SIGNS

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath (drawing contained in these specifications) and a suitable quality and quantity of paint to erect "No Parking" signs, and to mark utilities. This cost will be considered incidental to the contract.

GC-18 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-19 DOCUMENTATION OF EXISTING CONDITIONS

The Contractor shall provide digital video and/or detailed photographs of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction. The video and/or photographs shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. Copy(s) of the video and/or photographs taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-20 MINORITY PARTICIPATION GOALS REPORTING

The Prime Contractor and all subcontractors shall supply at minimum monthly reporting of their good faith efforts to comply with the Minority Participation Goals. All information, including subcontracting and minority participation shall be provided on the Minority Participation Worksheet, furnished by the City of Decatur and included herein. Progress Payments will not be paid until such information is provided.

GC-21 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

GC-23 SAFETY

The Contractor shall be responsible for the safety of all persons on the work and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-24 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Division, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the approved closure permit and media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-25 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GC-26 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the "Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule."

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GC-27 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone, 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work as required by the contract.

GC-29 ONLINE PROJECT DOCUMENTATION AND ADMINISTRATION

The City has implemented an online cloud-based project documentation and administration system. The name of the system is Virtual Project Manager (VPM) and is found at the following website: www.virtual-pm.com. The Engineer may require the Contractor to use this system for daily logs, project meetings, submittals, requests for information, schedule management, change orders, pay requests, and/or other purposes. Access to VPM will be provided at no cost to the Contractor. Login information will be provided by the Engineer.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

SC-1 PREVAILING WAGE RATES

The Contractor and all subcontractor(s) shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works. Attached is a copy of current Prevailing Wage Rates posted for Macon County.

Macon County Prevailing Wage Rates posted on 8/15/2023

						Overtime											
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed	
ASBESTOS ABT-GEN	AlI	BLD		34.00	35.25	1.5	1.5	2.0	2.0	7.75	20.18	0.00	0.90	0.00	0.00	0.00	
ASBESTOS ABT-MEC	AlI	BLD		34.30	35.30	1.5	1.5	2.0	2.0	10.20	6.80	0.00	0.50	0.00	0.00	0.00	
BOILERMAKER	AlI	BLD		41.50	45.00	1.5	1.5	2.0	2.0	7.07	26.56	0.00	1.06		0.00	0.00	
BRICK MASON	AlI	BLD		36.62	38.82	1.5	1.5	2.0	2.0	9.60	16.60	0.00	1.00	0.00	0.00	0.00	
CARPENTER	AlI	BLD		35.15	37.40	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.79	0.00	15.48	30.95	
CARPENTER	AlI	HWY		37.82	39.57	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.76	0.00	0.00	0.00	
CEMENT MASON	AlI	BLD		34.15	35.15	1.5	1.5	2.0	2.0	7.75	20.22	0.00	0.77	0.00	0.00	0.00	
CEMENT MASON	AlI	HWY		34.07	36.07	1.5	1.5	2.0	2.0	7.75	20.06	0.00	0.69	0.00	0.00	0.00	
CERAMIC TILE FINISHER	AlI	BLD		34.27		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00	
ELECTRIC PWR EQMT OP	AlI	ALL		52.63	62.45	1.5	1.5	2.0	2.0	8.58	14.74	0.00	0.79	0.00	0.00	0.00	
ELECTRIC PWR GRNDMAN	AlI	ALL		35.76	62.45	1.5	1.5	2.0	2.0	8.07	10.01	0.00	0.54	0.00	0.00	0.00	
ELECTRIC PWR LINEMAN	AlI	ALL		58.58	62.45	1.5	1.5	2.0	2.0	8.76	16.40	0.00	0.88	0.00	0.00	0.00	
ELECTRIC PWR TRK DRV	AlI	ALL		37.53	62.45	1.5	1.5	2.0	2.0	8.13	10.51	0.00	0.57	0.00	0.00	0.00	
ELECTRICIAN	AlI	BLD		43.30	47.63	1.5	1.5	2.0	2.0	8.66	12.30	0.00	0.65	0.00	0.98	1.95	
ELECTRONIC SYSTEM TECH	AlI	BLD		36.92	39.92	1.5	1.5	2.0	2.0	8.35	8.93	0.00	0.40		0.56	1.11	
ELEVATOR CONSTRUCTOR	AlI	BLD		53.26	59.92	2.0	2.0	2.0	2.0	16.07	20.56	4.26	0.70		0.00	0.00	
GLAZIER	AlI	BLD		38.60	40.60	1.5	1.5	2.0	2.0	7.85	13.77	0.00	0.68	0.00	0.00	0.00	
HEAT/FROST INSULATOR	AlI	BLD		41.73	42.73	1.5	1.5	2.0	2.0	11.74	13.50	0.00	1.05		0.00	0.00	
IRON WORKER	E	ALL		36.08	38.08	1.5	1.5	2.0	2.0	12.14	15.75	0.00	1.11	0.00	15.75	15.75	
IRON WORKER	W	BLD		35.20	37.20	1.5	1.5	2.0	2.0	10.55	18.50	0.00	1.00		0.00	0.00	
IRON WORKER	W	HWY		36.84	38.59	1.5	1.5	2.0	2.0	10.55	20.09	0.00	1.00		0.00	0.00	
LABORER	AlI	BLD		31.00	31.25	1.5	1.5	2.0	2.0	7.75	20.18	0.00	0.80	0.00	0.00	0.00	
LABORER	AlI	HWY		32.06	33.06	1.5	1.5	2.0	2.0	7.75	22.70	0.00	0.80	0.00	0.00	0.00	
LATHER	AlI	BLD		35.15	37.40	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.79	0.00	15.48	30.95	
MACHINIST	AlI	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00	
MARBLE FINISHER	AlI	BLD		34.27		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00	
MARBLE MASON	AlI	BLD		35.83		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00	

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MILLWRIGHT	All	BLD		35.58	37.83	1.5	1.5	2.0	2.0	9.45	21.54	0.00	0.79	0.00	15.50	30.99
MILLWRIGHT	All	HWY		40.10	41.85	1.5	1.5	2.0	2.0	9.45	22.34	0.00	0.76	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	40.71	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	BLD	2	38.18	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	BLD	3	34.30	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	BLD	4	42.32	42.32	1.5	1.5	2.0	2.0	12.00	14.25	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	1	47.21		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	2	41.88		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	3	33.67		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	HWY	4	48.81		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
OPERATING ENGINEER	All	O&C		37.77		1.5	1.5	2.0	2.0	12.00	15.70	0.00	2.50		0.00	0.00
PAINTER	All	ALL		30.75	32.25	1.5	1.5	2.0	2.0	7.25	15.50	0.00	0.70	0.00	0.00	0.00
PAINTER OVER 30 FT.	All	ALL		31.75	33.25	1.5	1.5	2.0	2.0	7.25	15.50	0.00	0.70	0.00	0.00	0.00
PAINTER PWR EQMT	All	ALL		31.50	33.00	1.5	1.5	2.0	2.0	7.25	15.50	0.00	0.70	0.00	0.00	0.00
PILEDRIIVER	All	BLD		36.15	38.40	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.79	0.00	15.48	30.95
PILEDRIIVER	All	HWY		38.82	40.57	1.5	1.5	2.0	2.0	9.45	21.50	0.00	0.76	0.00	0.00	0.00
PIPEFITTER	All	BLD		41.10	45.10	1.5	1.5	2.0	2.0	9.25	13.11	0.00	1.30	0.00	0.00	0.00
PLASTERER	All	BLD		33.00	35.00	1.5	1.5	2.0	2.0	9.00	23.38	0.00	0.98	0.00	0.00	0.00
PLUMBER	All	BLD		41.10	45.10	1.5	1.5	2.0	2.0	9.25	13.11	0.00	1.30	0.00	0.00	0.00
ROOFER	All	BLD		33.07	37.84	1.5	1.5	2.0	2.0	12.35	12.02	0.00	1.01	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		36.80	39.80	1.5	1.5	2.0	2.0	10.80	16.34	0.00	1.00	1.93	0.00	0.00
SPRINKLER FITTER	All	BLD		47.09	50.09	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52		0.00	0.00
STONE MASON	All	BLD		36.62	38.82	1.5	1.5	2.0	2.0	9.60	16.60	0.00	1.00	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		34.27		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
TERRAZZO MASON	All	BLD		35.83		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
TILE MASON	All	BLD		35.83		1.5	1.5	2.0	2.0	9.60	12.70	0.00	0.55	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.25	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.83	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.15	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.50	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00

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TRUCK DRIVER	All	ALL	5	44.61	46.61	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	33.80	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	34.26	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	34.52	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	34.80	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	35.69	37.26	1.5	1.5	2.0	2.0	15.39	7.73	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		36.62	38.82	1.5	1.5	2.0	2.0	9.60	16.60	0.00	1.00	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

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EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. **ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

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TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspc Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Atchey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

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OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*. CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

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Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SC-2 FAIR EMPLOYMENT PRACTICES

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

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

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

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

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

SC-3 MINORITY PARTICIPATION WORKSHEET

The Contractor shall use the following Minority Participation Worksheet for the reporting required by General Condition GC-20.



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

City of Decatur
Minority Participation Worksheet

Return with Pay Estimate

Check Appropriate Block

- ☐ Prime Contractor
☐ Subcontractor

Pay Estimate Period: _____

Company: _____
Address: _____
Project Title: _____
Project Number: _____

Job Categories	Current						Previous		To Date		
	Male		Female		Current Totals		Totals From Previous Pay Periods		Totals To Date		
	Count	Hours Worked	Count	Hours Worked	Count	Hours Worked	Previous Count	Previous Hours Worked	Count To Date	Hours Worked To Date	%
Black or African American											
Asian											
American Indian / Alaskan Native											
Hispanic or Latino											
Native Hawaiian or other Pacific Islander											
White											
Total											
Total Minority											

Prepared by: (Signature and Title of Contractor's Representative)	Date:
Reviewed by: (Signature of City Project Manager)	Date:

END OF SPECIAL CONDITIONS

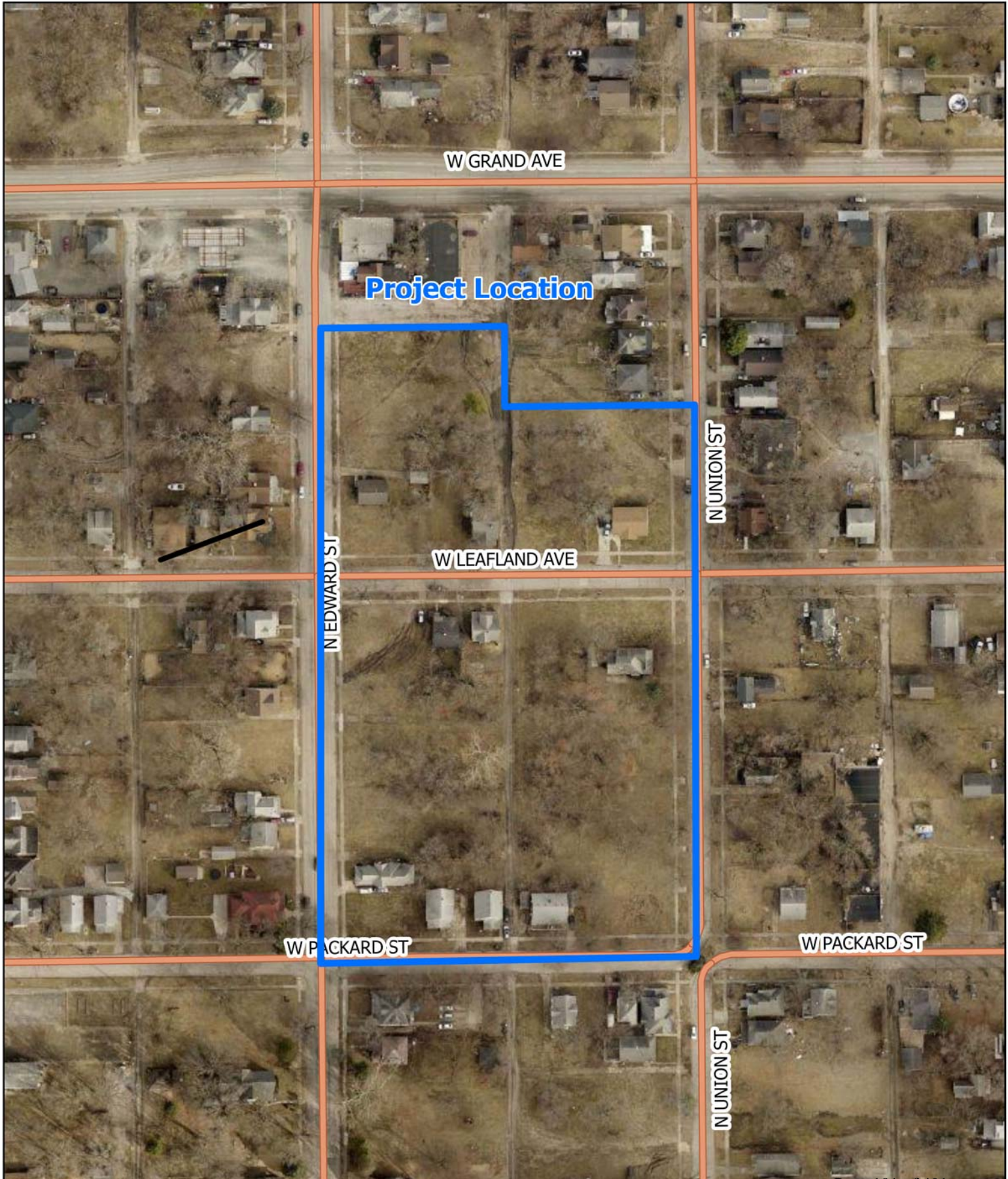
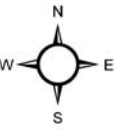
Project Name: OLD KINGS ORCHARD GARDEN			Engineer's Estimate City Engineering Division		Entler Excavating 819 N. Sunnyside Rd. Decatur, IL 62522 (217) 428-1865 Contact Person Stuart Entler Karenentlerex@gmail.com		JRH Services Inc. 1715 N. 21st St. Decatur, IL 62526 (217) 422-0909 Contact Person Richard Heinkel nick@jrhservicesdecatur.com	
Project Number: 2023-05								
Bid Date: OCTOBER 4, 2023								
Time: 11:00 A.M.								
Fund: COMMUNITY REVITALIZATION FUND								
Organization Code: 8445840 Object Code: 302107								
Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
EARTH EXCAVATION	1,067.0	CU YD	\$20.00	\$21,340.00	\$18.00	\$19,206.00	\$42.50	\$45,347.50
CONCRETE REMOVAL	236.3	SQ YD	\$25.00	\$5,907.50	\$20.00	\$4,726.00	\$35.00	\$8,270.50
TREE REMOVAL 6" TO 15"	188.0	EACH	\$500.00	\$94,000.00	\$396.00	\$74,448.00	\$110.00	\$20,680.00
TREE REMOVAL >15"	85.00	EACH	\$1,000.00	\$85,000.00	\$426.00	\$36,210.00	\$215.00	\$18,275.00
SIDEWALK REMOVAL	3,564.0	SQ FT	\$6.00	\$21,384.00	\$2.25	\$8,019.00	\$5.00	\$17,820.00
SAWCUTS	100.0	FOOT	\$10.00	\$1,000.00	\$5.00	\$500.00	\$20.00	\$2,000.00
DRIVEWAY PAVEMENT REMOVAL	98.3	SQ YD	\$25.00	\$2,457.50	\$20.00	\$1,966.00	\$28.00	\$2,752.40
COMB CONCRETE CURB AND GUTTER REMOVAL	514.0	FOOT	\$28.00	\$14,392.00	\$9.50	\$4,883.00	\$10.00	\$5,140.00
PAVEMENT REMOVAL	483.0	SQ YD	\$25.00	\$12,075.00	\$20.00	\$9,660.00	\$32.00	\$15,456.00
COMB CONCRETE CURB 6.12	234.0	FOOT	\$140.00	\$32,760.00	\$93.50	\$21,879.00	\$45.00	\$10,530.00
STUMP REMOVAL	5.0	EACH	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00
COMPOST FURNISH AND PLACE 1 1/2"	25,670.0	SQ YD	\$2.50	\$64,175.00	\$1.14	\$29,263.80	\$3.00	\$77,010.00
SILT FURNISH AND PLACE 1 1/2"	25,670.0	SQ YD	\$2.00	\$51,340.00	\$1.51	\$38,761.70	\$2.00	\$51,340.00
SOIL PROCESSING 6"	25,670.0	SQ YD	\$0.50	\$12,835.00	\$3.00	\$77,010.00	\$1.25	\$32,087.50
SEEDING SPECIAL	5.3	ACRE	\$3,500.00	\$18,550.00	\$6,699.00	\$35,504.70	\$4,000.00	\$21,200.00
AGGERGATE SURFACE COURSE 6" CA-6	870.0	SQ YD	\$20.00	\$17,400.00	\$15.00	\$13,050.00	\$25.00	\$21,750.00
PCC SIDEWALK 5"	150.0	SQ FT	\$10.00	\$1,500.00	\$33.00	\$4,950.00	\$55.00	\$8,250.00
SIGN REMOVAL	4.0	EACH	\$100.00	\$400.00	\$250.00	\$1,000.00	\$150.00	\$600.00
TIE BARS	40.0	EACH	\$27.00	\$1,080.00	\$22.00	\$880.00	\$15.00	\$600.00
CLEARING, GRUBBING,STRIPPING, & REMOVAL OF DEBRIS	1.0	LSUM	\$20,000.00	\$20,000.00	\$19,000.00	\$19,000.00	\$35,000.00	\$35,000.00
SILT FENCE	1,900.0	FOOT	\$8.00	\$15,200.00	\$6.25	\$11,875.00	\$5.00	\$9,500.00
INLET PIPE PROTECTION	3.0	EACH	\$150.00	\$450.00	\$300.00	\$900.00	\$250.00	\$750.00
YARD HYDRANT WITH 1" SERVICE & METER	3.0	EACH	\$7,500.00	\$22,500.00	\$8,500.00	\$25,500.00	\$5,000.00	\$15,000.00
ALTERATIONS, CANCELLATIONS, EXTENSION, DEDUCTIONS AND EXTRA WORK	1.0	LSUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
ALTERNATE A								
TREE REMOVAL 6" TO 15" ALTERNATE A	188	EACH	-\$200.00	-\$37,600.00	-\$287.50	-\$54,050.00		\$0.00
TREE REMOVAL > 15 ALTERNATE A	85	EACH	-\$300.00	-\$25,500.00	-\$287.50	-\$24,437.50		\$0.00
TOTAL BASE BID (AS CORRECTED)				\$538,246.00		\$461,692.20		\$0.00
Percent Over Under ENGINEER'S ESTIMATE						-14.22%		
TOTAL ALTERNATE A BID (AS CORRECTED)				\$63,100.00		\$78,487.50		\$0.00
Percent Over Under ENGINEER'S ESTIMATE						24.39%		
TOTAL BIDS (AS CORRECTED)				\$475,146.00		\$383,204.70		\$444,358.90
Percent Over Under ENGINEER'S ESTIMATE						-19.35%		

Paul E. Caswell, P.E., City Engineer

Date



Old King's Orchard Garden, CP 2023-05 Location Map



Public Works

DATE: 10/9/2023

MEMO: 2023-97

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for the William Street Pump Station Improvements Project, City Project 2022-17

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolutions:

1. Resolution accepting the bid and awarding the contract for the William Street Pump Station Improvements, City Project 2022-17, to Burdick Plumbing & Heating Co., Inc. as the lowest responsive and responsible bidder in the amount of \$806,504.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.
2. Resolution authorizing Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. (CMT) for construction support to the William Street Pump Station Improvement project not to exceed \$48,720. The agreement documents are attached.

BACKGROUND:

Project Description

The William Street Pump Station, constructed in 1970, serves an important purpose in the City's water distribution system. The pump station is adjacent to a 5,000,000-gallon ground-level reservoir, which provides backup storage in the case that other reservoirs are unavailable. The location of this reservoir is also critical, in that the stored water is available for firefighting in the northeast quadrant industrial zone. Several control valves in the William Street Pump Station have reached the end of their service life, affecting operability. Also, the pump station lacks a flow meter, which would allow operators to fully assess how the system is operating. The bid included an alternate bid item to provide a contingency for additional valve repairs if needed.

In addition, the roofing of the William Street Pump Station is at the end of its service life. Storm

water leaking from the roof allows moisture to intrude into the building and cause corrosion damage. The skylights also leak and are due for replacement.

Along with the roofing work planned at the William Street Pump Station, it is proposed that the roof at the Raw Water Pump Station also be replaced. The roofing is 37 years old and is in poor condition. In addition, the location of the roof access hatch does not meet current code. The two roofing projects were combined into one bid package for cost-efficiency.

The bid documents describe the work as follows:

At the William Street Pump Station, provide and install a new flow meter, rebuild or replace five valves and chlorine analyzer inside the building; furnace, ventilation fans, motorized damper, ductwork, HVAC controls; removal and replacement of roof and skylights; removal of asbestos pipe insulation; electrical work for the above items; motor control center maintenance; and related work. At the Raw Water Pump Station, remove and replace roof, and related work.

Public Bid Letting Results

The project plans and specifications were prepared by Crawford Murphy and Tilly. The project was advertised on Wednesday, September 6th, 2023, and bids were opened on Wednesday, October 4th, 2023. Numerous contractors were contacted and encouraged to bid on the project. The bid results are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over (Under)
Burdick Plumbing & Heating Co., Inc.	\$806,504.00	14.9%
Engineer's Estimate	\$702,000.00	

Only one contractor took out a bid package and submitted a bid proposal for the project. This appears to be an indication of how busy the construction market is at this time.

Burdick Plumbing & Heating Co., Inc provided the lowest responsive and responsible bid at 14.9% above the Engineer's Estimate.

Burdick Plumbing & Heating Co., Inc. has completed several projects to improve the water distribution system for the City. The project engineer, CMT, has reviewed the bid proposal from Burdick and recommends approval. It appears likely that no better results will be achieved by rebidding the project. Rather it is considered likely that material costs will continue to increase resulting in an even higher bid in the future.

MINORITY PARTICIPATION GOALS:

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% of the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

The bid proposal complies with the minority participation requirements in that an MBE material supplier, Marengo Enterprises, will provide 10.65% of the total contract performance.

SCHEDULE:

Work on this project is expected to begin in early 2024 depending on material availability with a completion date of June 30, 2024.

PRIOR COUNCIL ACTION:

This project will implement the following recommendations in the adopted 2019 Water Utility Long Term Sustainability report completed by CDM Smith:

1. Recommendation 45: reroofing of the Raw Water Pump Station
2. Recommendation 49: reroofing of the William Street Pump Station
3. Recommendation 50: valve and meter improvements at the William Street Pump Station

July 18, 2022 - The City Council approved Resolution R2022-111 which authorized a Professional Engineering Services agreement with Crawford, Murphy, Tilly for South Water Treatment Plant Upgrades, which included the design for the recommended projects.

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

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director and Robert Weil, Assistant City Engineer (Water Utility). Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Capital Bond Fund and Water Capital

Fund which is supported by water fees. The total project cost is \$855,224. The additional budget allocation will reduce funds available for future projects.

The adopted 2023 Capital Improvements Plan includes an allocation of \$720,000 from Fund 89, Water Bond Fund and \$98,000 from Fund 81, Water Capital Fund. There is sufficient fund balance and unspent funds available to cover the additional \$37,224 in funds needed to cover the planned work.

Staff Impact: Staff has allocated time to manage this project with the support of CMT for special inspections.

LEGAL REVIEW: The project plans and specifications were reviewed by the Legal Department on August 24, 2023

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for the William Street Pump Station Improvements Project, City Project 2022-17	Resolution Letter
Bid Tabulation	Backup Material
Bid Recommendation Letter	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH BURDICK PLUMBING & HEATING CO., INC. FOR
WILLIAM STREET PUMP STATION IMPROVEMENTS
CITY PROJECT 2022-17**

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

Section 1. That the tabulation of bids received for City Project 2022-17, William Street Pump Station Improvements, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing & Heating Co., Inc., in the amount of \$751,429.00 for the base bid plus \$55,075.00 for the alternate bid items be, and it is hereby accepted, and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing & Heating Co., Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$806,504.00.

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

PRESENTED and ADOPTED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PROJECT MANUAL

WILLIAM STREET PUMP STATION IMPROVEMENTS

CITY PROJECT 2022-17

August 2023

a project of the



City of Decatur, Illinois Public Works Department

1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

WILLIAM STREET PUMP STATION IMPROVEMENTS

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle

Ed Culp

David Horn

Dennis R. Cooper

Lisa Gregory

Patrick McDaniel

City Officials

Scot Wrighton

City Manager

Jon Kindseth

Deputy City Manager

Wendy Morthland

Corporation Counsel

Kim Althoff

City Clerk

Ruby James

Chief Financial Officer/Treasurer

Matthew Newell

Public Works Director

Paul Caswell

City Engineer

Keith Alexander

Water Production Manager

PROFESSIONAL SEALS

CITY OF DECATUR
WILLIAMS STREET PUMP STATION IMPROVEMENTS

PROCESS <u>8/8/2023</u> Date  expires: 11/30/2023 <u>Edward Labelle</u>	HVAC <u>8/8/2023</u> date  expires: 11-30-23 <u>Henry E. Cramer</u> signature
ARCHITECTURAL <u>8/8/2023</u> date  expires: 11-30-24 <u>Alexander P. Block, AIA</u> signature	ELECTRICAL <u>8/8/2023</u> date  expires: 11-30-23 <u>Louis D. Weller</u> signature

**CITY OF DECATUR
WILLIAMS STREET PUMP STATION IMPROVEMENTS**

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **Wednesday, September 27, 2023 at 10:00 AM** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

WILLIAM STREET PUMP STATION IMPROVEMENTS

CITY PROJECT 2022-17

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

The project includes the following: At the William Street Pump Station, provide and install a new flow meter, rebuild or replace five valves and chlorine analyzer inside the building; furnace, ventilation fans, motorized damper, ductwork, HVAC controls; removal and replacement of roof and skylights; removal of asbestos pipe insulation; electrical work for the above items; MCC maintenance; and related work. At the Raw Water Pump Station, remove and replace roof, and related work.

INSTRUCTIONS TO BIDDERS:

1. **A PRE-BID MEETING** will be held by **CONFERENCE CALL ONLY** on **Wednesday, September 13, 2023 at 10:00 AM**. The meeting is non-mandatory. In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturbblue.com
Plans & Portals
Public Projects
DFS Public Plan Room

City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

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

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

REJECTION OF BIDS:

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

August 30, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

**END OF
ADVERTISEMENT FOR BIDS**

INFORMATION FOR BIDDERS

For Construction of: **WILLIAM STREET PUMP STATION IMPROVEMENTS**

City Project No.: **2022-17**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

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

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

III. Waiver:

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

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

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

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

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

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

END OF INFORMATION FOR BIDDERS

BID FORM

For Construction of: ***WILLIAM STREET PUMP STATION IMPROVEMENTS***

City Project No.: ***2022-17***

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
Addendum #1	09/20/2023	JSB
Addendum #2	09/25/2023	JSB

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	Bodine Electric	Electrical
2.	Thornburgh	Asbestos Abatement
3.	Henson Robinson	Roofing
4.	Concentric Integration	Instrumentation
	Engineered Solutions Midwest	Cla-Val

RETURN WITH BID

DATE October 4, 2023

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

Burdick Plumbing & Heating Co., Inc

(SEAL)

By:

Jeffrey S. Burdick

Vice-President

Business Address &
E-mail Addresses

1175 N. 20th St. PO Box 496

Decatur, IL 62525

Names of Officers

Douglas W. Burdick

President

Secretary

Treasurer

Attest:

April L. Kostenski

Secretary

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
William Street Pump Station Improvements
CITY PROJECT 2022-17**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

Total Lump Sum Bid Price for Base Bid

\$ \$751,429.00

TOTAL BASE BID IN WORDS

Seven Hundred Fifty One Thousand Four Hundred Twenty Nine Dollars and Zero Cents

RETURN WITH BID

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of lump sum cost and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Price. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items with the base bid work at the Owner's sole discretion.

See specification Section 40 05 53 for further requirements of the Alternate Bid Items. The amount for each valve shall be as listed and shall not be altered based on the number of seats that are authorized to be included in the contract.

ALTERNATE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	Remove and replace seat rings for 12" Pump Control Valves No.1 and No. 2 - ADD	Each	2	\$12,165.00	\$24,330.00
A.2	Remove and replace seat rings for 14" Fill Valve – ADD	Each	1	\$18,497.00	\$18,497.00
A.3	Remove and replace seat rings for 8" Surge Relief Valve - ADD	Each	1	\$12,248.00	\$12,248.00
A.4					
TOTAL ALTERNATE BID AMOUNT					\$55,075.00

TOTAL ALTERNATE BID IN WORDS

Fifty Five Thousand Seventy Five Dollars and Zero Cents



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	10/04/2023	Project Title:	William Street Pump Station Improvements
Total Contract Value:	\$751,429.00	Project Number:	2022-17

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co., Inc

Address: 1175 N. 20th St. PO Box 496
Decatur, IL 62525

Phone: 217-429-2385

Contact Person: Jeffrey S. Burdick

Email: jeff@burdickplumbing.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Bodine Electric	Non	\$25,000.00	3%	Electrical
Thornburgh	Non	\$14,000.00	1%	Abatement
Concentric Integration	Non	\$98,000.00	13%	Instrumentation
Henson Robinson	Non	\$225,000.00	29%	Roofing
ESM	Non	\$144,000.00	18%	Cla-Val
Totals		\$506,000.00	64%	

• If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Marenco Enterprises	\$80,000.00	10%	Material Supply
Totals	\$80,000.00	10%	

• If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

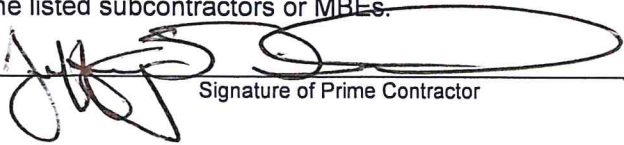
Subcontractor Name	Method of Contact	Contact Outcome

- If more firms were contacted, please copy this form and attach the additional information.

Section V:
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.



Signature of Prime Contractor

10/04/2023

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

N/A

Phone: _____

Contact Person: _____

Email: _____

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor

Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director

Date



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

N/A

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:		To Name:	
Address:		Address:	
Phone:		Phone:	
Status:	☐ MBE	☐ Non-MBE	Status: ☐ MBE ☐ Non-MBE
		Contract Amount:	
Will the scope of work change?	☐ Yes	☐ No	
Describe the scope of work change:			
Reason for subcontractor change:			
Describe good faith efforts to utilize an MBE:			

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:	10/04/2023	Project Title:	William Street Pump Station Improvements
Total Contract Value:	\$751,429.00	Project Number:	2022-17

Section I: MBE Subcontractor Information

Subcontractor: Marenco Enterprises

Address: 3490 Leghorn Rd.
Clinton, IL 61727

Phone: (217) 693-2484

Contact Person: Mirna Willoughby

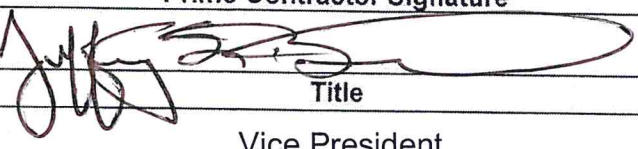
Email: mirna.marenco.ent@gmail.com

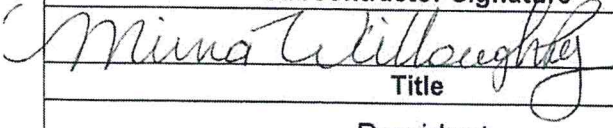
Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Material Supply	\$80,000.00	10%

This form must be completed and submitted with the bid proposal for each MBE Subcontractor. All Subcontractors intended for use on this project shall have an **MBE Subcontractor Information Form** signed by the prime contractor and subcontractor. If for whatever reason the Prime Contractor changes or adds a Subcontractor, a **Notification of Change in Participation Form** and **MBE Subcontractor Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
	Jeffrey S. Burdick
Title	Date
Vice President	10/04/2023

Subcontractor Signature	Print
	Mirna Willoughby
Title	Date
President	10/04/2023



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	10/04/2023	Project Title:	William Street Pump Station Improvements
Total Contract Value:		Project Number:	2022-17

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co., Inc

Address: 1175 N. 20th St. PO Box 496
Decatur, IL 62525

Phone: 217-429-2385

Contact Person: Jeffrey S. Burdick

Email: jeff@burdickplumbing.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
	N/A			
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

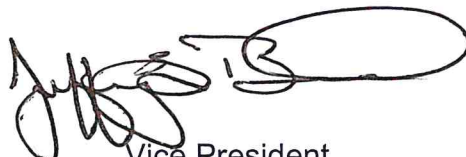
RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois

COUNTY OF Macon

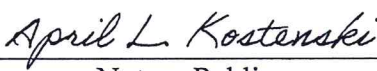
Jeffrey S. Burdick, being first duly sworn, deposes and says that they are Vice President (sole owner, partner, president, secretary, etc.) of Burdick Plumbing & Heating Co., Inc, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed: 

Vice President
Title

Subscribed and sworn to before me this 4th day of October, 2023.

(SEAL)



Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

END OF BID FORM

RETURN WITH BID

**CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT**

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“the Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors’ and subcontractors’ bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker’s name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Name: Burdick Plumbing & Heating Co., Inc Date: 10/04/2023

END OF BID FORM



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Burdick Plumbing & Heating Co. Inc.
P O Box 496
Decatur IL 62525

Surety:

(Name, Legal Status and Principal Place of Business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183-6014

Owner:

(Name, Legal Status and Address)

City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62523

Bond Amount: Ten percent of bid

Project:

(Name, location or address, and Project number, if any)

William Street Pump Station

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this day of , 2023

Joe L. Hostenski
(Witness)

Catherine A. Ater
(Witness)

Burdick Plumbing & Heating Co. Inc.
(Contractor as Principal) (Seal)

J. Pers
(Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

James D Morgason, Attorney-in-Fact
(Title)

State of Illinois

} ss:

County of Macon

On day of , 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James D Morgason

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

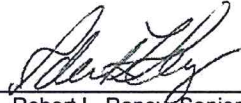
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James D. Morgason** of **FORSYTH**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

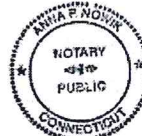
City of Hartford ss.

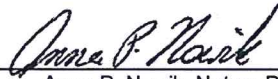
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

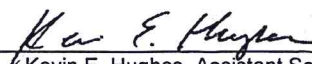
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2023 .




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 16th day of October, 2023, by and between the City of Decatur, Illinois, hereinafter called "Owner", and **Burdick Plumbing & Heating Co., Inc.**, hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**WILLIAM STREET PUMP STATION IMPROVEMENTS, CITY PROJECT 2022-17**", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is June 30, 2024.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Bond
Contract Change Orders

Performance Bond
General Conditions
Special Conditions
Standard Specifications & Drawings
Supplemental Specifications
Special Provisions
Appendix(s)

CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Standard Specifications & Drawings
5. Special Conditions
6. Supplemental Specifications
7. Special Provisions
8. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy being retained by the Contractor, one copy for the Surety and two copies to be delivered to the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Burdick Plumbing & Heating Co., Inc.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project WILLIAM STREET PUMP STATION IMPROVEMENTS

Project Number 2022-17

We, Burdick Plumbing & Heating Co., Inc.

1175 N. 20th St. Decatur, IL 62525

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the _____ ,

as PRINCIPAL, and _____

_____ as SURETY,

Eight Hundred, Six Thousand, Five Hundred Four Dollars and 00/100-----

----- Dollars (\$806,504.00), lawful money of the

United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022

PRINCIPAL

Burdick Plumbing and Heating Co., Inc. _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

SURETY

By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

CITY OF DECATUR

Approved this 16th day of October, A.D. 2023

Attest:

Kim Althoff, City Clerk _____ City Council _____
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

END OF CONTRACT FORMS

**CITY OF DECATUR
DECATUR, ILLINOIS**

**ADDENDUM NUMBER 01
Dated: September 20, 2023**

**FOR
PROJECT MANUAL, SPECIFICATIONS
AND CONSTRUCTION PLANS**

FOR THE

**WILLIAM STREET PUMP STATION
IMPROVEMENTS
CITY PROJECT 2022-17**

August 2023

Prepared by:

Crawford, Murphy & Tilly, Inc.
2750 West Washington Street
Springfield, Illinois 62702-3465

ADDENDUM NUMBER 01

All prospective Bidders for the City of Decatur, Illinois, William Street Pump Station Improvements, City Project 2022-17, are directed to the following additions and/or modifications to the original advertised “*Project Manual, Specifications and Construction Plans*”. The documents are dated August 2023. This addendum forms a part of the bidding and contract documents and requires acknowledgement by the Bidder of receipt in the space provided on Page 16 of the Project Manual Bid Proposal.

ITEM	SPEC. SECTION and/or PLAN SHEET(s)	DESCRIPTION								
1	Sheet D-101	In Detail B3 – PLAN AT BASEMENT FLOOR, the PUMP CONTROL VALVE (EXISTING) is labeled with Piping Legend #9. DELETE the label with number 9. The valve does not have asbestos insulation to be removed.								
2	Sheet D-101	ADD the following sentence at the end of NOTE 1: Insulation on all piping shall remain in place except for removal at the five Claval valves and the proposed flow meter.								
3	Sheet D-101	ADD the following at the end of Note 3: 11. Surface preparation and coating shall be in accordance with Item 4 of this Addendum No. 1. The magnetic flowtube flow meter shall and all other ductile iron pipe and fittings in the pump station shall NOT be coated.								
4	Spec Section 09 96 00 High Performance Coatings	DELETE Par. 1.01.B in its entirety.								
5	Spec Section 09 96 00 High Performance Coatings	REPLACE Par. 2.03, 2.04 and 2.05 with the following: 2.03. SCHEDULE OF ITEMS TO BE COATED A. The following items shall be coated according to sections 2.04 and 2.05 of the specification. 1. 20” ductile iron pipe and fittings adjacent to the new flow meter where insulation has been removed. Includes existing pipe and new flanged adapter and retaining gland. Flow meter shall NOT be coated. No other piping in the pump station shall be coated. 2.04. COATING SCHEDULE <table><tr><td>Item Code</td><td># of Coats</td><td>Product Name</td><td>MDFT per coat</td></tr><tr><td>A</td><td>2</td><td>Tnemec Series 138 Protuff or equal</td><td>6 mils</td></tr></table> 2.05 APPLICATION SCHEDULE A. Existing ductile iron pipe with original black asphaltic coating: Non-immersion service.	Item Code	# of Coats	Product Name	MDFT per coat	A	2	Tnemec Series 138 Protuff or equal	6 mils
Item Code	# of Coats	Product Name	MDFT per coat							
A	2	Tnemec Series 138 Protuff or equal	6 mils							

		1. Surface preparation: Remove all existing asphaltic coating, loose annealing oxide, loose rust, and other loose detrimental foreign matter by power tool cleaning meeting NAPF 500-03-03 Power Tool Cleaning. Chemical paint stripper may be used if required to completely remove the asphaltic coating. 2. Prime Coat: A 3. Topcoat: A B. New ductile iron flanged adapter and restraining gland. 1. Surface preparation: Clean and abrade surface of factory applied epoxy coating as required by manufacturer of new coating. 2. Intermediate Coat: A 3. Topcoat: A
6	Spec Section 40 05 53 Valves	ADD the attached Asbestos Inspection Report after the end of Section 40 05 53. The report is reference in Par. 3.01.A.

END OF ADDENDUM NUMBER 01

Asbestos Inspection Report

Site:

William Street Pump Station
E. Main Street & S. 29th Street
Decatur, IL 62521

Client:

Crawford, Murphy & Tilly
2750 W. Washington Street
Springfield, IL 62702

Completion Date:

October 6, 2022

IDEAL Number:

25115



Limited Asbestos Inspection Introduction

Project Name: **William Street Pump Station**
Project Location: **E. Main Street & S. 29th Street**
Decatur, IL 62521
Client: **Crawford, Murphy & Tilly**
Address: **2750 W. Washington Street**
City, State Zip: **Springfield, IL 62702**
Contact Name: **Mr. Ty Besalke**
Ideal Job Number: **25115**

Inspection Company: **Ideal Environmental Engineering, Inc. (IDEAL)**
Inspector Name: **Scott Liescheidt**
Inspector ID#: **100-00343**
Inspection Date: **October 6, 2022**

Purpose of Inspection: Demolition **X** Renovation Other

Scope of Work & Comments: The inspection was limited to the sampling of accessible pipe wrap and pipe joints/valve covering in the following locations, as identified by the client:

- LL-2 – Piping at Proposed Meter Location
- UL-1 – Pump Control Valve 1
- UL-2 – Pump Control Valve 2
- UL-3 – Pump Control Valve 3
- LL-1 – Tank Fill Valve

No other suspect asbestos containing materials were sampled as part of this inspection. If renovation work is to take place in areas not inspected and/or identified in this report, or if materials other than those inspected and/or identified in this report will be disturbed, additional inspection is necessary. IDEAL shall not be held responsible for any misunderstanding of renovation plans.

No inspection reports for the building were provided by the client. The review of previous inspection reports is specifically excluded from the inspection service. IDEAL shall not be held responsible for any contradictory results in prior inspection reports, should they exist.

This report is intended to be read in whole and not in part. The **General Definitions and General Comments** are an integral part of this report.



Summary of Inspection Areas

The following accessible materials were sampled to determine asbestos content:

<u>Sample Area</u>	<u>Area Description</u>	<u>Area Location</u>	<u># of Samples /Layers</u>	<u>Asbestos Containing Material</u>	<u>Analysis Type</u>	<u>Asbestos Content/Type</u>		<u>Friable</u>	<u>Non-Friable Category</u>	<u>Damage Condition</u>	<u>RACM</u>	<u>Area Estimate</u>
TJA	Pipe Joints/Valves	Pump Control Valves 1,2,3; Tank Fill Valve	8	Yes	PLM	5%	Amosite	Yes	N/A	D	Yes	4.5 If each
TPA	Pipe Wrap	Piping at Proposed Meter Location	1	No	PLM	Not Applicable						

Damage Condition: ND = Not Damaged / D = Damaged / SD = Significantly Damaged

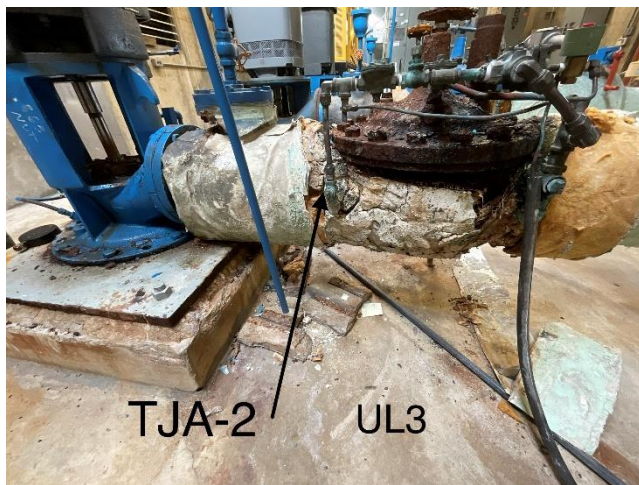
N/A = Not Applicable

PLM = Polarized Light Microscopy TEM = Transmission Electron Microscopy

Additional sampling and/or analysis is always an option and may be recommended. Refer to General Comments.



Sample Area Photos



Sample Area Photos



Laboratory Results



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Client: Ideal Env. Engineering
2904 Tractor Lane
Bloomington, IL 61704

Report Number: 22-10-01339

Received Date: 10/10/2022
Analyzed Date: 10/13/2022
Reported Date: 10/13/2022

Project/Test Address: J#25115; CMT Engineering; William Street Pump Station; E Main
Street & S. 29th Street; Decatur, IL

Client Number:
14-2223

Fax Number:

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
22-10-01339-001	TPA-1 (LL2)		Green/White Paint-Like; White/Orange Fibrous; Inhomogeneous	NAD	65% Fibrous Glass 35% Non-Fibrous
22-10-01339-002A	TJA-1 (UL-1)	Other *	Blue/Green Paint-Like; Orange Fibrous; Inhomogeneous	Trace <1% Amosite	55% Fibrous Glass 45% Non-Fibrous
Total Asbestos: Trace <1%					
*Covering/Insulation I. Possible contamination from covering/insulation II. Amosite present throughout sample.					
22-10-01339-002B	TJA-1 (UL-1)	Other *	White Paint-Like; White Fibrous; White Powdery; Inhomogeneous	5% Amosite	15% Cellulose 25% Fibrous Glass 55% Non-Fibrous
Total Asbestos: 5%					
*Covering/Insulation II. Amosite present throughout sample.					
22-10-01339-003A	TJA-2 (UL-3)	Other *	White Paint-Like; Silver Foil-Like; Orange Fibrous; Inhomogeneous	Trace <1% Amosite	65% Cellulose 35% Non-Fibrous
Total Asbestos: Trace <1%					
*Covering/Insulation I. Possible contamination from covering/insulation II. Amosite present throughout sample.					

Environmental Hazards Services, L.L.C

Client Number: 14-2223

Report Number: 22-10-01339

Project/Test Address: J#25115; CMT Engineering; William
Street Pump Station; E Main Street & S.
29th Street; Decatur, IL

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
22-10-01339-003B	TJA-2 (UL-3)	Other *	White Paint-Like; White Powdery; Fibrous; Inhomogeneous	5% Amosite	15% Cellulose 25% Fibrous Glass 55% Non-Fibrous
Total Asbestos: 5%					
*Covering/Insulation II. Amosite present throughout sample.					
22-10-01339-004	TJA-3 (LL-1)		White Powdery; Fibrous; Homogeneous	5% Amosite	5% Cellulose 25% Fibrous Glass 65% Non-Fibrous
Total Asbestos: 5%					
22-10-01339-005A	TJA-4 (UL)	Other *	Orange Fibrous; Homogeneous	Trace <1% Amosite	95% Fibrous Glass 5% Non-Fibrous
Total Asbestos: Trace <1%					
*Insulation I. Possible contamination from covering/insulation II.					
22-10-01339-005B	TJA-4 (UL)	Other *	Green Paint-Like; White Powdery; Fibrous; Inhomogeneous	5% Amosite	15% Cellulose 25% Fibrous Glass 55% Non-Fibrous
Total Asbestos: 5%					
*Covering/Insulation II. Amosite present throughout sample.					
22-10-01339-006	TJA-5 (UL2)		Green Paint-Like; White Powdery; Fibrous; Inhomogeneous	5% Amosite	15% Cellulose 25% Fibrous Glass 55% Non-Fibrous
Total Asbestos: 5%					
Amosite present throughout sample					



Environmental Hazards Services, L.L.C

Client Number: 14-2223

Report Number: 22-10-01339

Project/Test Address: J#25115; CMT Engineering; William
Street Pump Station; E Main Street & S.
29th Street; Decatur, IL

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
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QC Sample: 53-M22020-4

QC Blank: SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020

Analyst: Keleigh King

Reviewed By Authorized Signatory:



Tasha Eaddy
QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



ENVIRONMENTAL HAZARDS SERVICES, LLC

Asbestos Chain of Custody Form *12342*

Pg 1 of

Company Name	Ideal Environmental Engineering, Inc.		Account #	14-2223								
Company Address	2904 Tractor Lane		City/State/Zip	Bloomington, IL 61704								
Phone	309-828-4259		Email	info@idealenvironmental.com								
Project Name/Test Address	J# 25115 , CMT Engineering , William Street Pump Station , E Main Street & S. 29th Street , Decatur , IL											
PO Number			Collected By									
Turn-Around Time	☒ 3 DAY ☐ 2 DAY ☐ 1 DAY ☐ SAME DAY OR WEEKEND - Must Call Ahead											
☐ PLM New York Protocol ☐ PLM New Jersey Protocol ☐ PLM South Carolina Protocol												
LAB NUMBER	Client Sample ID	Homogeneous Area	Positive Stop	Collection Date & Time	BULK			AIR			COMMENTS	
					PLM	Point Count 400	Point Count 1000	TEM Bulk	PCM	TEM AHERA		NIOSH 7402
1	TJA-1 (UL2)			10-6-22	X							
2	TJA-2 (UL-1)											
3	TJA-3 (UL-3)											
4	TJA-4 (UL-1)											
5	TJA-5 (UL)											
6	TJA-6 (UL2)											
7												
8												
9												
10												
11												
12												
13												
14												
15												

Released By:	<i>Scott L. Schmidt</i>	Date:	10-6-22	Time:	2:00 PM
Signature:	<i>[Signature]</i>				

LAB USE ONLY - BELOW THIS LINE

Received By: *T. Holm*

Signature: *[Signature]*

Date: *10/10/22* Time: *12:30* ☐ AM ☐ PM

☐ Portal Contact Added

7469 WHITEPINE RD, RICHMOND, VA 23237 (800)-347-4010

RESULTS VIA CLIENT PORTAL AVAILABLE @ www.leadlab.com

22-10-01339



Due Date:
10/13/2022
(Thursday)
AE

KEV

6 PM



Accreditation



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

SCOTT D LIESCHEIDT
276 PIN OAK CT
DAMINDA, IL 61428

3/17/2022

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 00343

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

		ASBESTOS PROFESSIONAL LICENSE	
ID NUMBER 100 - 00343	ISSUED 3/17/2022	EXPIRES 05/15/2023	ENDORSEMENTS SUPERVISOR/WORKER INSPECTOR
SCOTT D LIESCHEIDT 276 PIN OAK CT DAMINDA, IL 61428 Environmental Health			TC EXPIRES 11/11/2022 11/12/2022 PROJECT MANAGER 11/11/2022 AIR SAMPLING PROFESSIONAL Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov

PROTECTING HEALTH, IMPROVING LIVES

Nationally Accredited by PHAB





M·E·T·A
Mayhew Environmental Training Associates
INCORPORATED

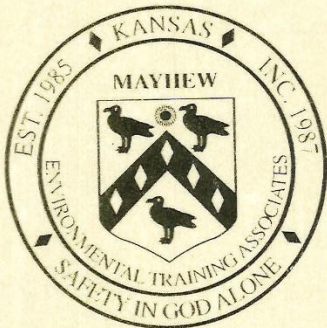
Certificate # 6ZMU42PFD8

Scott Liescheidt

*has on 11/12/2021, in Bloomington, IL
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646*

Asbestos Inspector Refresher

*as approved by the IDPH and the US EPA under 40 CFR 763 (AHERA)
from 11/12/2021 to 11/12/2021 and passed the associated exam on
11/12/2021 with a score of at least 70%*



SSN: XXX-XX-7815

Expiration: 11/12/2022

P.O. Box 786 - Lawrence, KS. 66044 - 800.444.6382

www.metaenvironmental.net

Tom Brennan
Instructor

Thomas Mayhew
President



United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101882-0

Environmental Hazards Services, L.L.C.

North Chesterfield, VA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2022-01-01 through 2022-12-31

Effective Dates



For the National Voluntary Laboratory Accreditation Program

**National Voluntary
Laboratory Accreditation Program**



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Environmental Hazards Services, L.L.C.

7469 Whitepine Road
North Chesterfield, VA 23237-2261
Ms. Julie Dickerson
Phone: 804-275-4788 Fax: 804-275-4907
Email: jdickerson@leadlab.com
<http://www.leadlab.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101882-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

A handwritten signature in blue ink, appearing to read 'Dana S. Laman', is written over a horizontal line.

For the National Voluntary Laboratory Accreditation Program

Effective 2022-01-01 through 2022-12-31

Page 1 of 1



General Definitions

Asbestos Containing Material (ACM): Material containing greater than 1% asbestos as determined by Polarized Light Microscopy (PLM). [Refer also to General Comments paragraph about qualitative analysis.]

Homogeneous Area: An area of material that appears uniform in texture, size, color and apparent or known date of installation.

Area ID/Sample Area & Sample ID: The alpha-numeric code given to each sampled homogenous area and each sample taken.

Area Name & Area Description: The name and a description of each homogenous area.

Area Estimate: The estimated quantity of accessible material. Additional quantities may be present in inaccessible areas.

Area Location: The area location as noted in written text and on diagram(s) (if provided) may be a general description and may not include all locations.

Friable Material: Any material that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Non-Friable Material: Any material that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Non-Friable Organically Bound Material (NOB): Material where the asbestos (if present) is tightly bound to the matrix material (generally asphalt- or vinyl-based). Examples include flooring, mastics, caulks, and roofing materials.

Category I Non-Friable ACM: Non-friable asbestos containing packing, gaskets, resilient floor covering and asphalt roofing products.

Category II Non-Friable ACM: Non-friable asbestos containing materials other than Category I.

Poor Condition: The binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material. All materials in poor condition are Regulated Asbestos Containing Materials (RACM).

Surfacing Material: Material that is sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster on ceilings, fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes.

Thermal System Insulation (TSI): Insulation applied to pipes, fittings, boilers, breeching, tanks, ducts and other structural components to prevent heat loss or gain.

Miscellaneous Material: Any material not classified as surfacing or TSI.

Condition of Material: The condition of a material is classified into three categories.

Not Damaged – Material that has <1% localized or distributed damage as determined by an asbestos inspector (aka good condition).

Damaged – Material that has 1-25% localized damage or 1-10% distributed damage as determined by an asbestos inspector.

Significantly Damaged – Material that has >25% localized damage or >10% distributed damage as determined by an asbestos inspector.

Response Action: Identifies appropriate remediation for a material. A response action is assigned by an asbestos management planner. In schools, it is required for all thermal system insulation materials and for all friable surfacing and miscellaneous materials.

O&M: Operations and maintenance

Regulated Asbestos Containing Material (RACM): 1). Friable ACM. 2). Category I non-friable ACM that has become friable. 3). Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, abrading or pulverized. 4). Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material during demolition operations.

[Materials may be reported as regulated ACM if qualitative analysis indicates that asbestos is present, even though it is not quantified.]

Trace Amounts of Asbestos: According to laboratory results, sample found to contain less than or equal to 1% asbestos.



Demolition: The wrecking or extracting of any load-supporting structural member of a facility along with any related handling operations or the intentional burning of any facility.

Renovation: Altering a facility of one or more of its components by any means, including stripping or removal of RACM from a facility component. A component is any part of a facility including equipment.

Accessible: AHERA defines “accessible” as a material subject to disturbance by school building occupants or custodial or maintenance personnel in the course of their normal activities. For the purposes of this report, “accessible” materials, spaces or areas shall also mean those materials, spaces or areas for which nothing is required to be removed in order to access the material, space or area (i.e. no walls, ceilings, floors, outlet covers, etc. are required to be removed).

Inaccessible: For the purposes of this report, “inaccessible” materials, spaces or areas mean those materials, spaces or areas for which something is required to be removed in order to access the material, space or area (i.e. a wall, ceiling, floor, outlet cover, etc. is required to be removed).

Federal Agencies Governing Asbestos

EPA Environmental Protection Agency
OSHA Occupational Safety and Health Administration

State of Illinois Agencies Governing Asbestos

ILEPA Illinois Environmental Protection Agency
IDPH Illinois Department of Public Health

Regulations Governing Asbestos

EPA regulations:

NESHAP *National Emission Standard for Hazardous Air Pollutants*
The regulation governs storage, transportation and disposal of asbestos.
[Any references to NESHAP in this report shall mean the asbestos portion of NESHAP.]

AHERA *Asbestos Hazard Emergency Response Act*
The regulation governs asbestos containing material in schools. It also regulates minimum training requirements for asbestos abatement personnel under the “Model Accreditation Plan”.

ASHARA *Asbestos School Hazard Abatement Re-Authorization Act*
The regulation extends the AHERA regulation to Public and commercial buildings in that if any action is taken in a Public or commercial building, it must be performed by accredited personnel.

IL EPA regulations:

Illinois Environmental Protection Act

The act establishes a unified, state-wide program supplemented by private remedies to restore, protect and enhance the quality of the environment, and to assure that adverse effects upon the environment are fully considered and borne by those who cause them.

OSHA standards:

Occupational Exposure to Asbestos Final Rule

The standard limits exposure to asbestos in the workplace.

IDPH regulations:

Asbestos Abatement Code for Public and Private Schools

The code establishes regulations for asbestos abatement in Public and private schools.

Commercial and Public Building Asbestos Abatement Act

The act requires licensure by the Illinois Department of Public Health for persons designing or conducting asbestos response actions or inspecting for asbestos in Public and commercial buildings. It also gives IDPH the authority to approve training courses for persons engaged in these activities.



General Comments

Asbestos Survey

Accessible building areas were visually inspected for suspect asbestos containing materials within the scope of this inspection. Materials suspected to contain asbestos are determined by EPA guidance materials, industry standards, and the inspector's experience and training. Suspect asbestos containing materials are *generally* any materials which are not metal, concrete, rubber, fiberglass, PVC, black foam glass, Armaflex, silicone or wood. However, the inspector ultimately determines what is suspected to contain asbestos, and, based on their own discretion, may include any of these materials in certain situations.

A thorough inspection was completed, including, where applicable, checking above ceiling panels, behind walls, below carpet, etc., to attempt to locate hidden materials. This was conducted within reason, within time constraints, in line with inspector safety and building occupancy constraints, and adhering to any desires of the client to avoid damage. Any suspect asbestos containing materials not found in the survey must be assumed to be ACM until sampled. Additional suspect asbestos containing materials may be found in pipe chases, hidden building cavities, behind walls, under floors, inside duct work, behind existing finishes or other similar areas. Materials may be misidentified if covered by paint, wallpaper, carpet, etc. The inspection did not include removal, dismantling or demolition of building components, unless otherwise noted. Unless specifically included in this report, mechanical equipment, electrical systems, elevators and confined spaces are excluded from the inspection. A return visit can always be requested for additional inspection service of opened wall cavities, discovered hidden spaces, HVAC systems, etc., to access previously excluded areas.

This survey was completed with generally accepted industry standard AHERA and/or NESHAP inspection practices within the constraints of the client's directive and time frame. EPA-NESHAP asbestos inspections are completed for compliance commonly associated with public and commercial buildings prior to renovation or demolition work. To help comply with the OSHA asbestos general industry standard 29 CFR 1910.1001 and the OSHA asbestos construction standard 29 CFR 1926.1101, the results of this report should be communicated to employees and other employers at the project site. For residences, the inspection was completed using NESHAP rules as guidelines.

This inspection was prepared for the building owner or client as noted. If plans for the building change, additional inspection service may be necessary. It was not prepared for others. Any reliance on or use of this report by any third party is done at the risk of the third party. Reliance on this report by any third party does not make the third party a beneficiary to IDEAL's contract with the building owner or client as noted.

The inspection was completed by EPA/AHERA-accredited, IDPH-licensed inspector(s) whose training is refreshed annually by an EPA-approved training course provider. Though thorough, the inspection is limited, as training is not guaranteed to encompass all clarifications, determinations, and amendments to regulations, nor is training guaranteed to cover all guidance publications.

PLM is the standard analysis method specified in NESHAP and AHERA regulations for determining if a material is asbestos containing, and unless otherwise noted, it was used as the standard analysis method for this inspection.

Unless otherwise noted, three (3) samples were collected per homogeneous building material, and this is the industry standard to determine if a material is asbestos containing. AHERA requires additional samples of surfacing materials based on the quantity of material. Based on established guidelines, the inspector determines how many samples are appropriate to achieve sufficient sampling for the quantity of each material present.

Samples of friable materials are collected using random sampling. During random sampling, the Grid Method may not be used to avoid destructive sampling in visible areas.

The inspector's determination of homogeneous areas and inferences for friability, damage condition, and whether a material is regulated, category I or category II are guided by regulations but remain subjective and may differ from another inspector.

The inspection service excludes providing to any party suggested/required demolition contractor work practices, including but not limited to NESHAP and OSHA regulations.

Sometimes, materials may appear to be homogeneous but may not be. While care has been taken to accurately determine homogeneous materials, installation dates may differ unbeknownst to the inspector, different product brands may have been used, or manufacturers may produce batches with different sources for raw materials. Determining homogeneity of drywall systems (i.e. drywall, joint compound, tape) is especially difficult due to possible multiple installations, renovations, repairs and since drywall systems are intentionally finished so these occurrences are not noticeable. In addition, replacement materials are often purchased to match original materials. When replacement materials are near-identical to original materials or if their presence is very localized or sporadic throughout, they may not be noted in this report.

Inspectors generally check for underlying flooring materials at corners, seams, thresholds or damaged areas, and not all flooring is lifted. It is possible that multiple types of flooring are present under the accessible flooring if the top flooring is



replacement flooring. Use caution if removing replacement flooring. If old black mastic is found in isolated areas or throughout, even if not identified during an inspection, it should be treated as asbestos containing for renovation purposes, or if building materials are to be recycled, as it is likely to contain asbestos. If underlying flooring is found which is not identified in the report, additional inspection is necessary.

BLACK MASTIC INFORMATION

- When replacement flooring is sampled, multiple colors of mastic may be present below it. When black mastic is found amongst the multiple colors, it is likely the original mastic, and it is also likely to contain asbestos. Without inspection of the entire floor space, it is impossible to know whether the black mastic is residual or if it is prevalent.
- It is noteworthy that in the 1990's, schools did not typically remove old black mastic when they removed floor tile. Rather, they just covered over it. Therefore, it is very common to find prevalent black mastic and a newer mastic (often yellow) underneath replacement flooring.
- In addition, the laboratory may not report the presence of black mastic in replacement flooring samples, or they may report it at quantities less than 1%, which meets the definition of a non-asbestos containing material. Therefore, when reviewing inspection reports, you may read that a replacement mastic is non-asbestos containing. We recommend using caution when replacement flooring is removed, even if sample results say the underlying mastic is non-asbestos containing. If black mastic is discovered along with other colors of mastic, it should be treated as asbestos containing. The sample results may not accurately reflect the entire floor surface.

For pre-demolition inspections, the inspection was completed under the assumption that all non-regulated asbestos containing materials will remain in the building during the demolition process and will be taken to the landfill as general construction debris. If present, these materials were sufficiently sampled for this purpose. If building materials are to be recycled, additional sampling may be necessary (NOBs, materials with trace amounts of asbestos, etc.). Please note that no materials with black mastic attached should be recycled without first removing the black mastic. Black mastic should be treated as asbestos containing, regardless of laboratory analysis results for the black mastic.

If the inspection included the building exterior, it was not an exhaustive inspection of the entire exterior surface area, but, rather, random areas were inspected. Additionally, on multi-level buildings, exterior materials may appear homogeneous from the ground to the top levels, but it is possible that different building materials are present. Care should be taken during renovation and/or demolition activities of multi-level buildings to ensure that exterior materials identified are homogeneous.

Room numbers, room dimensions, occupant names, buildings years, etc. may not be accurate in this report if information provided to us, such as on a diagram, was not current, and in the future if building information changes after the date of the inspection.

A material may be called "fireproofing" in this report for general description purposes; however, such a description shall not mean that it is a fire-rated material.

While inaccessible materials, spaces or areas are excluded from the scope of the inspection, some may have been inspected.

Photos may not be provided for all materials. Photos either reflect sample locations (when designated with a number) or general material locations (when sample number is not included in the photo). When a photo is shown with a zero (i.e. MFA-0), it typically means the material is assumed to contain asbestos, and no samples were collected. For an assumed material, if the Sample Area ID is noted on a diagram, it often reflects the location of the photo.

Samples are analyzed by a laboratory approved or accredited (as applicable) by the National Voluntary Laboratory Accreditation Program (NVLAP) or American Industrial Hygiene Association (AIHA).

The analysis results relate only to the materials sampled and only as found in the locations described in this report.

For qualitative analysis: If asbestos was detected, a material will be reported as an asbestos containing material, even though the asbestos was not quantified. If no asbestos was detected, a material will be reported as a non-asbestos containing material.

Asbestos content within a homogeneous area may vary. Therefore, random samples of a homogeneous area may indicate an asbestos content of less than 1% or no asbestos detected, while other random samples taken from the same material may indicate an asbestos content of greater than 1%. IDEAL sampled according to accepted sampling protocol (unless otherwise noted by limitations in the description of the scope of work) and is not liable if materials are re-sampled and found to contain asbestos.

All asbestos containing friable materials are regulated. The process of renovation/demolition may cause non-friable category I or non-friable category II materials to become friable, and therefore regulated. Asbestos containing non-friable category II materials are generally reported as regulated, as they are likely to become friable during the process of renovation/demolition. Exceptions may exist, such as pliable caulking material.



Regardless of the classification of asbestos containing materials at the time of the inspection, if any non-friable material becomes friable during demolition or renovation, that material is then considered RACM and is subject to all NESHAP rules.

ADDITIONAL SAMPLING/ANALYSIS OPTIONS

- When sample analysis is stopped at the first positive, analysis of remaining samples is an option.
- When friable and non-friable category II materials containing less than 10% asbestos as determined by PLM, EPA Method 600/R-93/116 were identified, they must be point counted*, analyzed by TEM or treated as assumed ACM prior to removal/renovation in commercial buildings or apartments with more than four units. TEM is recommended. [**PLM Point Count is a method specified in EPA regulations (NESHAP Final Rule). However, bulk sample analysis methods are continually improving, and other analysis methods are now available to help verify asbestos content. One of these methods is TEM, and EPA has subsequently specified that it is an acceptable alternative to PLM Point Count.*]
- If only one sample of a material has been collected, it is likely due to limited quantities or accessibility. If for any other reason and analysis indicates that no asbestos was detected, additional sampling is an option.
- Non-friable category I materials that contain trace amounts of asbestos as determined by PLM are reported as non-asbestos containing materials. Additional sampling is an option.
- Additional sampling and/or analysis to verify asbestos content is an option for any material.

ADDITIONAL SAMPLING/ANALYSIS RECOMMENDATIONS

- Non-friable organically bound (NOB) materials found to be non-ACM by PLM are recommended to be analyzed by TEM to confirm negative results for all renovation projects or for demolition projects where concrete is to be recycled.
- Laboratory analytical results may vary for a sampled material. Additional analysis for a material may be done or recommended if it is discovered that differing results for the same material exist. The definition of a homogeneous area as used by an asbestos inspector may differ from a laboratory's usage of the word homogeneous. The color description by the lab may differ from the color description used by an inspector.
- If a prior inspection report exists for any of the materials sampled within this report, the results may be contradictory. If client knows a prior report exists and was not provided to IDEAL for review, IDEAL recommends a careful review for contradictory results and TEM analysis considerations.

TEM results supersede PLM results.

When trace amounts of asbestos are detected by TEM, a material is reported as non-asbestos containing.

When trace amounts of asbestos are detected in terrazzo materials as determined by TEM, they are reported as non-asbestos containing. However, we recommend against sanding such materials for maintenance purposes.

It is often difficult to penetrate a terrazzo material for a core sample without causing destructive sampling to it. Other suspect asbestos containing materials may exist below the hard terrazzo top surface (such as a soft mud bed, etc.). Therefore, if any material is found below the hard top surface during renovations, additional inspection service is necessary.

The inspection is limited and excludes exhaustive sampling and analysis methods to verify a material's asbestos content. For instance, *unless otherwise noted*, the inspection service excluded verifying (by TEM) the asbestos content of all materials containing greater than 1% asbestos as determined by PLM as well as verifying the asbestos content of all materials in which no asbestos (or trace amounts) of asbestos were detected by PLM.

The area estimates shall not be used for bidding purposes. All quantities and conditions that affect costs for asbestos removal and disposal must be verified. Area estimates may include materials known/assumed to be present behind walls, above ceilings, inside boilers, under floors, etc.

This report is not a specification for removal of asbestos containing material, nor shall it be used as such.

The inspection service excluded any inspection for the presence of mold or other contaminants. IDEAL shall not be held responsible for disturbance of any mold or other contaminants or amplification of same.

At least one representative trained in the provisions of 40 CFR Part 61, Subpart M, is to be on site during demolition or renovation. The person is to have in his or her possession evidence that the requisite training has been accomplished. The person is to ensure that if additional quantities of known or suspect asbestos containing materials are found, applicable asbestos rules will be followed.

This report was completed based on our interpretations of regulations. Changes in accepted practices or in applicable regulations cannot be anticipated and have not been addressed.

This report shall not be reproduced, except in full, without the written consent of IDEAL. IDEAL may not retain records for more than one year. IDEAL reserves the right to provide copies of chains of custody rather than originals, as the originals will only be archived for a limited period of time.



The scope of work was based on an understanding between IDEAL and client, whether the understanding was from verbal conversation or written document(s). The scope of work and report shall be deemed accepted by client unless client advises to the contrary in writing to IDEAL within 10 days of the date the report is sent.

No warranty or guarantee, expressed or implied, is made as to the conclusions, findings and/or professional advice included in this report.

Asbestos Removal

The following information is presented for informational purposes only. It is not a complete outline of asbestos regulations, nor is it to be used as asbestos removal specifications. It is important to understand that asbestos in buildings is regulated by several government agencies. Each agency has its own definition of "Public and commercial buildings".

The EPA definition of "Public and commercial buildings" under the NESHAP regulation is any building that is not a residential building of four or fewer dwelling units. Single-family homes are not considered "public and commercial buildings". The EPA, however, does include residential buildings in the NESHAP regulations if demolition of the properties is part of an urban renewal project, a highway construction project, or for any shopping mall development, industrial development or other private commercial development.

Under NESHAP regulations, in some cases the EPA requires notification prior to asbestos removal. NESHAP also requires notification prior to building demolition/renovation even if no asbestos was detected. All notifications must be sent to the IL EPA and post marked or delivered at least ten working days prior to the asbestos removal, demolition or renovation.

Also, in some cases, IDPH requires notification 2 working days prior to an asbestos abatement project. The completion of this form is not required for buildings that are included in IDPH's definition of an "industrial building".

The Illinois Environmental Protection Act, publish date: January 1999, Title II: Air Pollution, Section 9a. states that no person shall: *Cause or threaten or allow the discharge or emission of any contaminant into the environment in any State so as to cause or tend to cause air pollution in Illinois, either alone or in combination with contaminants from other sources, or so as to violate regulations or standards adopted by the Board under this ACT.* Based on this Act, all friable asbestos containing materials and those likely to become friable during demolition should be removed from the building prior to demolition.

The building owner is responsible for ensuring all current federal, state and local asbestos rules and regulations are followed. In Illinois, depending on the type and quantity of asbestos removal, the following may be necessary:

- The use of an IDPH licensed asbestos abatement contractor.
- The use of EPA-AHERA accredited, IDPH licensed asbestos workers.
- The use of EPA-AHERA accredited, IDPH licensed asbestos supervisors.
- The use of EPA-AHERA accredited, IDPH licensed asbestos project designer.
- The use of EPA-AHERA accredited, IDPH licensed asbestos air sample professional.
- The use of an OSHA-competent on-site person.

K-12 school buildings have more stringent removal regulations than those noted above.

We can assist you with all the above services. For assistance with notifications or your abatement project, please give us a call. IDEAL does not prepare notifications or perform asbestos abatement under inspection agreements.

We would be pleased to assist you however possible.



Environmental Services Provided by
IDEAL Environmental Engineering, Inc.

IDEAL Environmental Engineering, Inc. is a full-service environmental firm. Please call us at 1-309-828-4259 to assist you with the following:

Asbestos

Asbestos Inspections
Asbestos Laboratory Analysis (NVLAP, PAT)
Asbestos Management Planning
Asbestos Abatement Design
Asbestos Abatement Project Management
Asbestos Abatement Air Sampling
Asbestos Emergencies
Asbestos Repair
Asbestos Abatement
Asbestos Cleanup
Asbestos Documentation Organization

Training

Asbestos Worker Training
Asbestos Supervisor Training
Asbestos Worker and Supervisor Refresher Training
Asbestos Floor Tile Removal Worker & Competent Person Courses
Asbestos Roofers Course
Asbestos Awareness Training (Initial & Refresher)
OSHA Courses
LEAD RRP Training (Initial & Refresher)

Lead

XRF Inspections
Lead Sampling
Lead Design
Lead Monitoring
Lead in Water Sampling

Other Available Services

Indoor Environmental Quality Assessments (Mold)
Bleacher Inspections





**CITY OF DECATUR
DECATUR, ILLINOIS**

**ADDENDUM NUMBER 02
Dated: September 25, 2023**

FOR THE

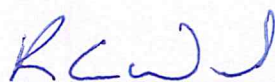
**WILLIAM STREET PUMP STATION
IMPROVEMENTS**

CITY PROJECT 2022-17

August 2023

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **Wednesday, October 4, 2023 at 10:00 AM** and thereafter publicly opened and read.

Project Name: William Street Pump Station Improvements Project Number: 2022-17 Bid Date: 10/04/2023 Time: 10:00 A.M. Fund: Water Bond Organization Code: 89438902 Object Code: 497000	Engineer's Estimate City Engineering Division	Burdick Company 1175 North 20th street Decatur, IL 62521 Contact Person Jeffrey S. Burdick 217-429-2385 jeff@burdickplumbing.com
Total Base Bid (As Corrected) Percent Over Under Engineer's Estimate	\$642,000.00	\$751,429.00
Alternate for Valve Repairs/Contingency	\$60,000.00	\$55,075.00
TOTAL BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE	\$702,000.00	\$806,504.00 14.89%
 Robert Weil, Assistant City Engineer <u>10/12/23</u> Date		



Crawford, Murphy & Tilly

2750 W Washington Street
Springfield, Illinois 62702

Mr. Matt Newell, Director of Public Works
Mr. Rober Weil, Assistant City Engineer
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523-1196

RE: William Street Pump Station Improvements
City Project 2022-17

Dear Paul:

We are recommending award of the construction contract to Burdick Plumbing and Heating Inc. for the William Street Pump Station Improvements in the amount of \$751,429.00. Burdick Plumbing and Heating is qualified to complete the Work based on our prior experience with the firm.

The three Alternate Bid Items A.1, A.2 and A.3 should be included in the construction contract with the condition already included in the contract that the City will make the determination whether to replace the valve seat rings during construction following the disassembly of the valves and inspection of the condition of the existing seat rings.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,
CRAWFORD, MURPHY & TILLY

A handwritten signature in black ink that reads "Ted LaBelle". The signature is fluid and cursive, with the first name "Ted" and last name "LaBelle" clearly distinguishable.

Ted LaBelle, PE
Senior Project Manager

Public Works

DATE: 10/9/2023

MEMO: 2023-97

TO: Honorable Mayor Moore Wolfe and City Council Member

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

SUBJECT: Resolution authorizing Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. (CMT) for construction support to the William Street Pump Station Improvement project not to exceed \$48,720.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. to Provide Construction Support Services for the William Street Pump Station Improvement Project, City Project 2022-17	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. TO PROVIDE
CONSTRUCTION SUPPORT SERVICES FOR THE WILLIAM STREET PUMP
STATION IMPROVEMENT PROJECT,
CITY PROJECT 2022-17**

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

Section 1. That the Professional Engineering Services Agreement for Crawford, Murphy, and Tilly Inc. (CMT), presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Crawford, Murphy, and Tilly Inc. (CMT), and the same is hereby received, placed on file, and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Crawford, Murphy, and Tilly Inc. (CMT), for a fee not to exceed \$48,720.

PRESENTED and ADOPTED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

**CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
for
WILLIAM STREET PUMP STATION IMPROVEMENTS
CONSTRUCTION PHASE SUPPORT**

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Crawford, Murphy & Tilly, 2750 West Washington Street, Springfield, IL 62702, ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND AMENDMENTS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve Amendments to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

The Consulting Engineer shall, after written authorization to proceed with the Construction Support Phase:

- A. General Duties. The Consulting Engineer shall consult with and advise the City's Representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
- B. Construction Support and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- C. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
- D. Conferences and Meetings. The Consulting Engineer shall attend meetings with the City's Representative and the Contractor, such as pre-construction conferences, job conferences, and other project-related meetings.
- E. Reports. The Consulting Engineer shall,
 - 1. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the Shop Drawings and sample submittals.
 - 2. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - 3. Review proposed Change Orders and make recommendations to the City's Representative.
 - 4. Report immediately to the City's Representative upon the occurrence of any accident.
- F. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning

Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

- G. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
- H. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
- I. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
- J. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
- K. Completion Time. The Consulting Engineer shall complete the Construction Support Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall

assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.

- f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the

Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

- N. **DRUG FREE WORKPLACE.** The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. **SEVERABILITY.** If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. **TIMELINESS.** The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. **BASIS OF BILLING.** City shall pay the Consulting Engineer for all services rendered under Section II Phases A through K an amount based on Standard Hourly Rates as identified in Exhibit H.

For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. **SUBCONSULTANT.** The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10.
- C. **REIMBURSABLE EXPENSES.** In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. **Monthly Progress Payments.** Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2023

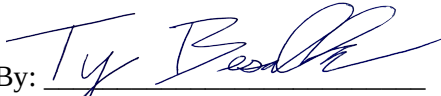
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FIRM
Crawford, Murphy & Tilly

By: 
Ty Besalke, Vice President

SCOPE OF WORK

The **Scope of Work** for the City of Decatur William Street Pump Station Construction Phase Services shall consist of the following tasks.

Construction Administration

1. **Pre-Construction Meeting.** Attend pre-construction meeting to discuss project scope, communication requirements, procedures, schedule, etc.
2. **Shop Drawing Review.** Review submittals (and potential resubmittals) as required for construction. Estimated 20 submittals.
3. **Request for Information (RFI) and Questions from the Field.** Respond to contractor and owner-initiated questions during construction. Forms and documentation completed by City of Decatur staff.
4. **Review Pay Applications.** Assist owner in review of pay applications.
5. **Special Discipline Site Visits.** Review and respond to owner or contractor-initiated requests for architectural, electrical, mechanical and process mechanical site visits during construction. This is separate from a punch list inspection.
 - Architectural – four (4) site visits. 2 sites x 2 visits per site. Inspect roof demolition and new roof installation.
 - Electrical – one (1) site visit
 - HVAC – two (2) site visits
 - Process Mechanical – two (2) site visits
6. **Startup Services.** After the construction is substantially complete and ready to be brought online and made operational, visit the project site to assist the City in the startup and operation of the new improvements.
 - Process Mechanical – one (1) site visit
 - HVAC – three (3) site visits
7. **Prepare Punch List.** Upon substantial completion, conduct a site visit to develop a punch list of outstanding items to be completed by the Contractor in order for the construction contract to be finalized.
 - Architectural – one (1) site visit. Visit both William Street and Raw Water Pump Station on the same day.
 - Electrical – one (1) site visit
 - HVAC – one (1) site visit
 - Process Mechanical – one (1) site visit

8. **Record Drawings.** Using Contractor and owner initiated drawing markups and measurements, make AutoCAD revisions, develop electronic and hard copy record drawings.

Estimated Cost for Tasks 1 thru 8 = \$48,720.00

Not Included in Scope of Work

1. On-Site Construction Observation.
2. Weekly Coordination Meetings.
3. Monthly Pay/Progress Meetings.
4. Preparation of Construction Administration Forms. (e.g. Field Orders, Substitution Requests, Requests for Interpretation, Change Orders, etc.).
5. Contract Closeout Documents

END OF SCOPE OF WORK



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this ____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this ____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

Construction Phase Service tasks identified in Exhibit A shall follow the Contractor's schedule for each of the appropriate tasks or shall be conducted when requested by City of Decatur staff.



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

Amendment No

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the amendment change _____

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

Exhibit E
Certificate of Insurance
(attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2023

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

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

PRODUCER Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614	1-800-527-9049	CONTACT NAME: Audrey McNeill PHONE (A/C, No. Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com FAX (A/C, No): 866-501-3945
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702		INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUT CAS CO NAIC # 21415 INSURER B: TRAVELERS PROP CAS CO OF AMER 25674 INSURER C: COLONY INS CO 39993 INSURER D: XL SPECIALTY INS CO 37885 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 69544529

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			5D57480	01/01/23	01/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5E57480	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5J57480	01/01/23	01/01/24	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5M57480 (FL) 5H57480 6JUB6R19963 (IL) 5T57480 (NJ)	01/01/23 01/01/23 01/01/23 01/01/23	01/01/24 01/01/24 01/01/24 01/01/24	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CSP4223613	01/01/23	01/01/24	Claim / Aggregate 2,000,000
D	Professional Liability			DPR5006413	01/01/23	01/01/24	Each Claim 5,000,000 Aggregate 7,000,000

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

THE CITY OF DECATUR IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.
A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DECATUR 1 GARY K ANDERSON PLAZA DECATUR, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula Anderson</i>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
 COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-084462.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Brian R. Welker</u> Name	<u>2750 West Washington Street</u> Company Address, Principal Office
<u>550 N Commons DR., Suite 116</u> Address	<u>Springfield, IL 62702</u> City, State, Zip
<u>Aurora, Illinois 60504</u> City, State, Zip	<u>(217) 787-8050</u> Telephone
<u>(630) 820-1022</u> Telephone	Facsimile <u>www.cmtengr.com</u> Website

The corporate officers are as follows:

President: William L. Baily, Jr.

Vice President: Adam J Burns

Secretary: Raed A. Armouti

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

David L Burkum
Signature

David L Burkum

Printed Name

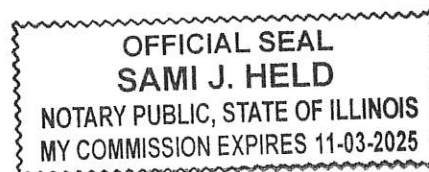
Vice President

Title

SUBSCRIBED and SWORN to before me this 6 day of September, 2023.

Sami J Held

Notary Public



CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2023

Classification	Regular Rate
Principal	\$ 275
Project Engineer II, Project Architect II, Project Manager II Project Environmental Scientist II, Project Structural Engineer II	\$ 265
Project Engineer I, Project Architect I, Project Manager I Project Environmental Scientist I, Project Structural Engineer I	\$ 230
Sr. Structural Engineer II, Sr. Architect II	\$ 215
Sr. Technician II	\$ 190
Aerial Mapping Specialist	\$ 185
Sr. Engineer I, Sr. Architect I, Sr. Structural Engineer I, Land Surveyor	\$ 185
Technical Manager II, Environmental Scientist III	\$ 170
Sr. Technician I	\$ 165
Sr. Planner I, GIS Specialist, Engineer I, Architect I, Structural Engineer I	\$ 165
Environmental Scientist II, Technician II	\$ 140
Planner I, Technical Manager I, Environmental Scientist I Technician I, Project Administrative Assistant	\$ 120
Administrative/Accounting Assistant	\$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

Police Department

DATE: 9/1/2023

MEMO: 23-57

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: STEP Grant Approval

SUMMARY RECOMMENDATION:

Approve by resolution the acceptance of the 2023-2024 STEP Grant award to the Decatur Police Department from the Illinois Department of Transportation.

BACKGROUND:

For several years, the Decatur Police Department has applied for, and received funds for the STEP (Sustained Traffic Enforcement Program) grant issued by the Illinois Department of Transportation. The grant reimburses the City of Decatur for personnel expenses incurred for designated enforcement of select traffic laws.

The STEP grant focuses on high visibility enforcement on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries on some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and additional enforcement options. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues. The goal of the grant is to increase highly-visible enforcement of traffic safety laws in Illinois.

The 2023-2024 Step grant awarded to the Decatur Police Department focuses on impaired driving, speed enforcement, and distracted driving. The grant amount awarded to the Decatur Police Department for the 2023-2024 campaign is \$53,328.

PRIOR COUNCIL ACTION: R2022-135

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

ATTACHMENTS:

Description

Type

Page 300 of 401

Resolution Letter
Grant Award Documents

Resolution Letter
Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING ACCEPTING THE STEP GRANT AWARDED TO
THE DECATUR POLICE DEPARTMENT BY THE ILLINOIS DEPARTMENT OF
TRANSPORTATION**

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

Section 1. That the STEP grant awarded to the Decatur Police Department by the Illinois Department of Transportation for the 2023-2024 funding year, in the amount of \$53,328, that is to be used for enforcement of specific traffic laws presented to the Council herewith is hereby received, placed on file, and approved.

PRESENTED, PASSED, APPROVED, AND RECORDED this 16th day of October,
2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Illinois Department of Transportation

Bucksheet

[Reset Form](#)
☐ Under \$250,000 ☐ Over \$250,000

Priority

Normal

Office Highways Project Implementation	District / CO CO	Bureau Safety Programs & Engineering
---	---------------------	---

File Subject Agreements	Amount Range \$53,328.00
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Secretary Explanation

Subject FY24 State and Community Highway Safety Program Grants

Project in Relation to NHTSA Section 402, Section 405, and 1906 funds and State of Illinois funds
--

Description of Action Executive Signatures for Execution of the FY24 grant.
--

DBE Goal ☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

None	☒ FY Deadline Fiscal Year Date 09/30/2024
------	---

Consultant Name/Contractor City of Decatur	Letting Date
---	--------------

County Macon	District Various	Job Number n/a	PTB-Item n/a
-----------------	---------------------	-------------------	-----------------

Amount of Agreement \$53,328.00	Route n/a
------------------------------------	--------------

Section n/a	Phase n/a	Contract Number n/a	Agreement Number HS-24-0117
----------------	--------------	------------------------	--------------------------------

State Dollars	Federal Dollars \$53,328.00	Local Dollars	Total Dollars \$53,328.00
---------------	--------------------------------	---------------	------------------------------

Source of State Fund n/a	% Reimburse from Feds 100%
-----------------------------	-------------------------------

Remarks These funds increase safety on Illinois roadways. The enforcement and non-enforcement efforts are designed to reduce fatalities and serious injuries. The executed version will be emailed to Steve Esslinger, IDOT program contact, Aaron Link and grantee. Please contact Lori Coonen for questions.
--



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
City of Decatur, Illinois**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Decatur, Illinois (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Department of Transportation

By: _____
Signature of Omer Oman Title Secretary of Transp.
By: _____
Signature of Designee
Date: _____
Printed Name: Stephane B. Seck-Birhame _____
Printed Title: BSPE Bureau Chief _____
Designee

By: _____
Signature of _____
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of _____
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

By: _____
Signature of _____
Date: _____
Printed Name: _____
Printed Title: _____
Fourth Grantor Approver

City of Decatur, Illinois

By: DocuSigned by: Ruby James _____
Signature of Authorized Representative
Date: 9/29/2023 | 7:36 AM CDT
Printed Name: Ruby James _____
Printed Title: CFO and City Treasurer _____
E-mail: rjames@decaturil.gov _____

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on 10/01/2023 and expires on 09/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are estimated to be \$53,328.00, of which \$53,328.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): GRANTEE will submit claims for reimbursement directly to the GRANTOR for payment if the GRANTOR is to pay a Third Party for grant related goods/services; GRANTEE will submit a BSPE 500 Claim for Reimbursement along with required supporting documentation, if the GRANTOR is to pay the GRANTEE directly for grant related goods/services. See PART THREE for specific terms.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37522300004020ILO, the federal awarding agency is National Highway Traffic Safety Administration, and the Federal Award date is 12/15/2021. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 24-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-24-0117.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and HCL3MP6L8XV5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376001308 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the

purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or

further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI

BUDGET

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any

such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within

thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes

aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved

using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. **Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. **Promotional and Written Materials.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. **Prior Notification/Release of Information.** Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. **Maintenance of Insurance.** Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. **Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR

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200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A**PROJECT DESCRIPTION**

The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The Sustained Traffic Enforcement Program (STEP) grant focuses on high visibility enforcement (HVE) on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FY24 application packet for NOFO 24-0343-11. The funding shall be used as per the agreed upon budget pending the FY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and are funded on a reimbursement basis per the requirements set forth in Exhibit C of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

EXHIBIT B**DELIVERABLES OR MILESTONES**

(a) The Grantee shall submit the BSPE 205 Mobilizations Data Collection form OR submit through Amplifund within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day. The information in the BSPE 205 Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov or data must be submitted through Amplifund.

(b) The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article X and Article XI in this agreement.

The specifics for reporting the BoBS 2832 - whether quarterly or monthly- are listed in Exhibit E and Part II of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

(c) Quarterly reports are due no later than 5:00 p.m. on: October 30, 2023; January 30, 2024; April 30, 2024; and the final report on July 30, 2024. Quarterly reports will consist of: Quarter 1 (July 1, 2023- September 30, 2023 due October 30, 2023); Quarter 2 (October 1, 2023- December 30, 2023 due January 30, 2024); Quarter 3 (January 1, 2024 - March 30, 2024 due April 30, 2024); and Quarter 4 (April 1, 2024 - June 30, 2024 due July 30, 2024). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the July 1, 2023 state fiscal year start date. In the event that an Agreement is not fully executed until after July 1, 2023, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(d) Monthly reports are due no later than 5:00 p.m. on: August 30, 2023; September 30, 2023; October 30, 2023, November 30, 2023; December 30, 2023; January 30, 2024; February 28, 2024; March 30, 2024; April 30, 2024; May 30, 2024; June 30, 2024; July 30, 2024. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: July 2023 due August 30, 2023; August 2023 due September 30, 2023; September 2023 due October 30, 2023; October 2023 due November 30, 2023; November 2023 due December 30, 2023; December 2023 due January 30, 2024; January 2024 due February 28, 2024; February 2024 due March 30, 2024; March 2024 due April 30, 2024; April 2024 due May 30, 2024; May 2024 due June 30, 2024; and June 2024 due July 30, 2024. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(e) The grants funding opportunities under NOFO 24-0343-11 may be funded both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

(f) The grantee's deliverables and milestones are explained in the performance plan. This plan can be found in the grantee's award in AmpliFund and it has also been attached to this grant agreement. This plan will be submitted to the grantor monthly to document progress toward the deliverables and milestones.

Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

Thanksgiving (Occupant Protection)
 Christmas/New Year's (Impaired Driving)
 St. Patrick's Day (Impaired Driving)
 Memorial Day (Occupant Protection)
 Independence Day (Impaired Driving)
 Labor Day (Impaired Driving)

Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.

Occupant Protection Enforcement:

- A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00 p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

- Thirty (30) percent of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

Impaired Driving Enforcement:

- Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from your assigned IDOT Safety Grant Administrator (GA). (See Exhibit D)

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

- All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/IETSB-approved refresher course. To satisfy this requirement, officers must complete an IETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified IETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted

by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:

Halloween (Impaired Driving)
 Super Bowl (Impaired Driving)
 Distracted Driving (Distracted Driving)
 Child Passenger Safety (Occupant Protection)

Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as but not limited to speeding.

Occupant Protection Enforcement:

- See Mandatory Occupant Protection Enforcement Requirements (Exhibit E)

Impaired Driving Enforcement:

- See Mandatory Impaired Driving Enforcement Requirements (Exhibit E)

Distracted Driving Enforcement:

- Only conducted in the month of April.
- No time of day or week requirements.

CC. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

In the past, grantees would apply for a specific amount of funds for the type of additional enforcement.

Now, agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

Additional Enforcement Requirements:

- Additional Traffic Safety Enforcement Efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

- Additional Traffic Safety Enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.
- Agencies shall submit only one BSPE 205 reporting form and one BSPE 500 reimbursement claim for the entire month when additional enforcement was worked. The BSPE 205 must be submitted within two weeks (14 days) from the end of the month when work was completed. The BSPE 500 shall be submitted within 45 days from the end of the month when work was completed.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Aaron Link

Title: Safety Grant Administrator

Address: 2300 S. Dirksen PKWY, Springfield, IL 62764

GRANTEE CONTACT

Name: STEVEN HAGEMEYER

Title:

Address: 1 Gary K Anderson Plaza , Decatur, IL 62523

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Steve Esslinger	Name: N/A
Title: Safety Projects Manager	Title:
Address: 2300 S. Dirksen Parkway, Springfield, IL 62764	Address:
Phone: 217-524-1001	Phone:
TTY#:	TTY#:
E-mail Address: Steven.Esslinger@illinois.gov	E-mail Address:

EXHIBIT D**PERFORMANCE MEASURES AND STANDARDS**

The Grantee Shall:

I. Improve highway safety through the program as described on the proposal document of the application packet.

II. Create targeted efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These measures are listed below.

Performance Measures:

Total Traffic Fatalities

Serious Injuries in Traffic Crashes

Fatalities/VMT

Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions

Alcohol-Impaired Driving Fatalities

Speeding-Related Fatalities

Motorcyclist Fatalities

Unhelmeted Motorcyclist Fatalities

Drivers Age 20 or Younger Involved in Fatal Crashes

Pedestrian Fatalities

Bicyclist Fatalities

Observed Seat Belt Use for Passenger Vehicles, Front Seat Outboard Occupants (State Survey)*

Completeness of Crash Data

Racial Profiling Compliance Level

Performance Standards shall include:

I. Increased program utilization and/or awareness as described in the NOFO.

II. Statistical analysis of data given by Grantee's PPR and PFR to determine direct positive impacts on the safety program as described in the NOFO.

III. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit C of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

IV. Grant programs must be completed within the timeframe of the grant agreement.

V. The grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.

VI. The grantee must be flexible and be open to new and alternate ideas to reduce fatalities and serious injuries.

Mandatory and Optional Campaigns:

Occupant Protection:

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.

2. Thirty (30) percent should be for occupant restraint violations.

a. Front and back seat child and adult occupants.

Impaired Driving:

1. A minimum of one DUI arrest for every fifteen (15) hours of patrol.

2. Average a minimum of one (1) traffic citation for every sixty (60) minutes of patrol.

Distracted Driving (optional campaign only):

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Fifty (50) percent should be for electronic device use violations.

Additional Enforcement:

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Average a minimum of two (2) traffic stops per hour.

Campaign Requirements:

For each mandatory, optional, and additional campaign completed, the agency shall:

- Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.
- Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.
- Obtain and collect data from campaign. Report this information on the BSPE 205 form or through Amplifund .
- Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.
- The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE. passengers who have committed multiple violations.
- The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

EXHIBIT E**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit E by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and E of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

Fiscal And Administrative:**III. Financial and Regulatory Reporting Conditions**

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Ethics.**A. Code of Conduct**

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts

supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer, board member, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.
5. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for

\$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

Agreement No. HS-24-0117

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/2023 effective date of the Agreement. 10/01/2023 reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 report for the period ending 12/31/2023 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit the 2832 for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor the 2832 for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal: This Agreement may not be renewed.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Funding Source: 402

FAIN: 69A3752230SUP4020ILO and 69A37523300004020ILO

Assistance Listing 20.600

Award Dates: 5/16/2022, 11/30/2022, 2/14/2023

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in Exhibit A. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and final reports are due to the Grantor by 5 p.m. on Friday, November 1, 2024. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

(a) The Grantee must submit the BSPE 500 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 500, please contact your Grantor contact.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee.

(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantor's designated form, BSPE 500.

(iii) Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit C of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit C of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit C of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(i) The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

(ii) The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

(iii) The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(1) Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Monday, September 30, 2024.

(i) Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional

rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXII subsection 22.11 of this Agreement.

(e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Part III subsection VI of this agreement.

(f) All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

VI. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at <http://www.idot.illinois.gov/transportation-system/safety/grants/index>. The NHTSA website (www.nhtsa.gov) also

provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;
- iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will

increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

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(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending

HS-24-0117 City of Decatur – Budget

Start: 10/1/2023 End: 9/30/2024

Budget View Settings

Options

☐ Grant Year ☐ Responsible Individuals ☐ GL Accounts

Budget

Expense Budget +	Grant Funded	Total Cost
1. Personnel (Salaries and Wages) +		
Hireback Officers	\$53,328.00	\$53,328.00
Subtotal	\$53,328.00	\$53,328.00
10. Research and Development (R&D) +		
Subtotal	\$0.00	\$0.00
11. Telecommunications +		
Subtotal	\$0.00	\$0.00
12. Training and Education +		
Subtotal	\$0.00	\$0.00
13. Direct Administrative Costs +		
Subtotal	\$0.00	\$0.00
14. Other or Miscellaneous Costs +		
Subtotal	\$0.00	\$0.00
2. Fringe Benefits +		
Subtotal	\$0.00	\$0.00
3. Travel +		
Subtotal	\$0.00	\$0.00
4. Equipment +		
Subtotal	\$0.00	\$0.00
5. Supplies +		
Subtotal	\$0.00	\$0.00
6. Contractual Services & Subawards +		
Subtotal	\$0.00	\$0.00
7. Consultant Services and Expenses +		
Subtotal	\$0.00	\$0.00
8. Construction +		
Subtotal	\$0.00	\$0.00
9. Occupancy (Rent and Utilities) +		
Subtotal	\$0.00	\$0.00
Indirect Cost +		
Subtotal	\$0.00	\$0.00
Total Expense Budget Cost	\$53,328.00	\$53,328.00
Revenue Budget		
Grant Funding		
Awarded Amount	\$53,328.00	\$53,328.00
Subtotal	\$53,328.00	\$53,328.00
Match		
Cash Match		\$0.00
In-Kind		\$0.00
Subtotal		\$0.00
Total Revenue Budget Cost		(\$53,328.00)
Total Overall Budget Cost		\$0.00

Public Works

DATE: 10/6/2023

MEMO: 2023-95

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2574 & 2570 South Shores Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2574 & 2570 South Shores Drive be approved.

BACKGROUND:

The subject property is being annexed due to citizens wanting City water.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2574 & 2570 South Shores Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2574 & 2570 SOUTH SHORES DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Kathleen G. Locke and Johnathan T. Locke, requesting that there be annexed to the City territory described as:

PARCEL 1: LOT ONE (1) OF GRAYS COVE THIRD ADDITION, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 74 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACOUN COUNTY, ILLINOIS.

PIN# 17-12-25-476-015

PARCEL 2: LOT TWO (2) OF GRAYS COVE THIRD ADDITION, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 74 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-25-476-016

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of October 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Kathleen G. Locke
Jonathan T. Locke

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2574 & 2570 South Shores Drive, and legally described as follows:

PARCEL 1: LOT ONE (1) OF GRAYS COVE THIRD ADDITION, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 74 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS PIN# 17-12-25-476-015

PARCEL 2: LOT TWO (2) OF GRAYS COVE THIRD ADDITION, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 74 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS PIN# 17-12-25-476-016

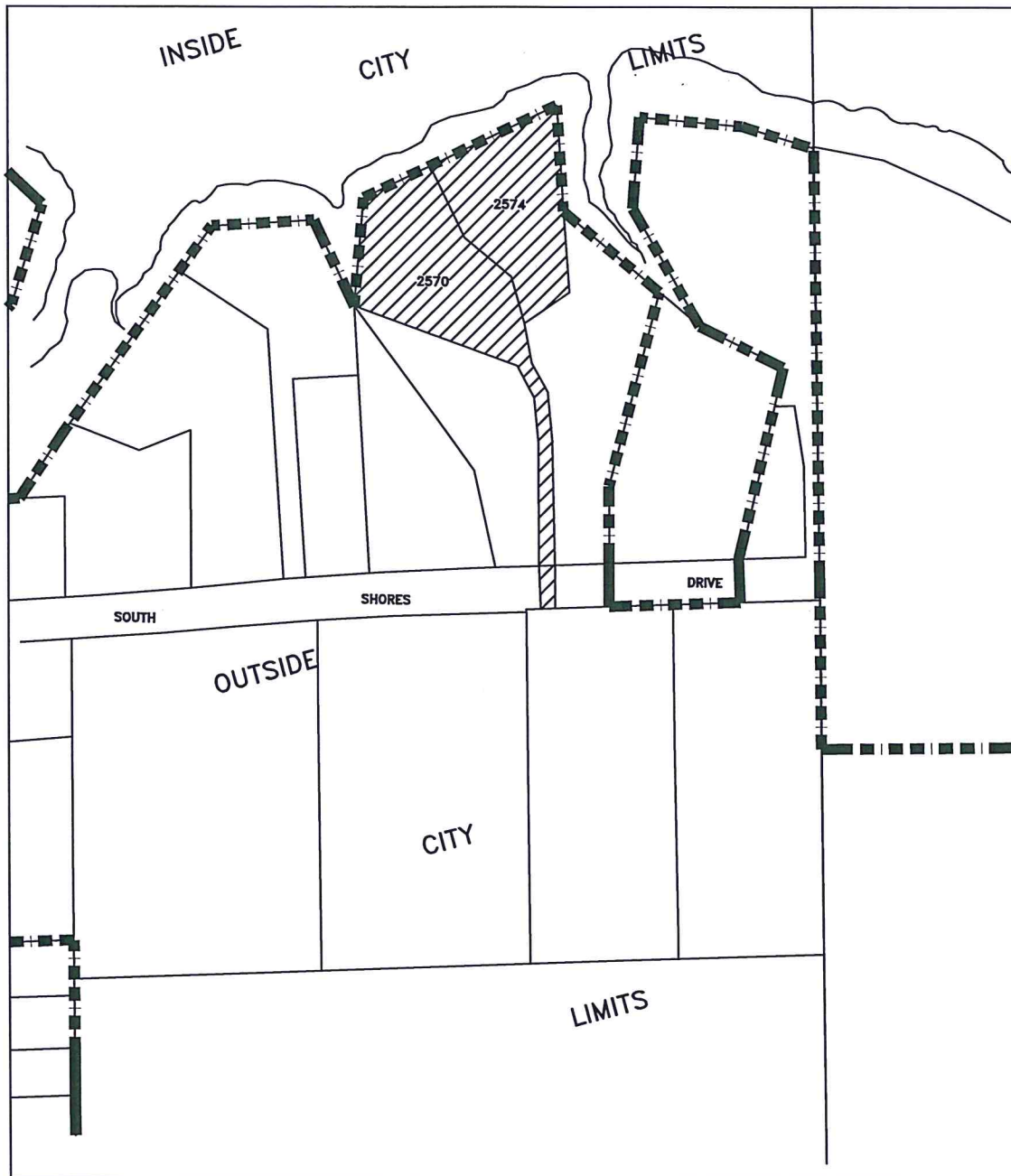
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Kathleen Locke</u>	<u>Kathleen Locke</u>	<u>2570 S. Shores Dr</u>
<u>J. Locke</u>	<u>JONATHAN LOCKE</u>	

Signed and sworn to before me this 19th day of September, 20 23



Tara R. Bachstein
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2570 & 2574 SOUTH SHORES DRIVE



indicates territory annexed



indicates existing corporate limits

3.28± acres

AREA 0.00513± sq. miles

28± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



10-4-23

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

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

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

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-14

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: October 16, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

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

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of ten (10) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

926 N. Fairlawn

134 S. Haworth

1656 E. Main

124 W. Marietta

3647 E. Minnie

242 W. Packard

836 W. Packard

905 W. Packard

1639 E. Whitmer

1310 Oak Dr.

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

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

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

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

PRESENTED and ADOPTED this 16th day of October, 2023.

Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo October 16, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

Fairlawn, 926 N. This property was posted Unfit for Human Habitation in July 2023. House is unfit for occupancy. House has several interior and exterior violations that need to be brought to minimum code.

Haworth, 134 S. This property was posted as Unfit for Human Habitation in September 2023. Severe fire damage to property. Property unsafe for thorough interior inspection. Property needs either demolished or all permits pulled for significant rehab.

Main, 1656 E. This property was posted as Unfit for Human Habitation in September 2021. House has been designated as Unfit for Human Habitation due to the following: [1] No active water (Per City of Decatur Water Dept. water has been inactive since Sep 4, 2003) [2] Sanitation on interior of home. Observed the following violations on home: Roof –(soffits peeling paint, gutters obstructed) Exterior (minor damage to siding) Windows-(Broken windows) Front Porch (hole in floor, steps crumbling)

Marietta, 124 W. This property was posted as Unfit for Human Habitation in October 2019. House is unfit for occupancy. House has several interior and exterior violations that need to be brought to minimum code.

Minnie, 3647 E. This property was posted as Unfit for Human Habitation in February 2023. House has been deemed unfit for human occupancy due to no water service, gas, or electric. Inside the living room floor has completely collapsed into the basement, the majority of floor surfaces seem to have suffered significant water damage and are in danger of falling through as well. The roof is warped, the foundation is rotting away, missing paint all over, garage is starting to lean.

Packard, 242 W. This property was posted as Unfit for Human Habitation in July 2023. House is unfit for occupancy. House has several interior and exterior violations that need to be brought to minimum code.

Packard, 836 W. This property was posted as Unfit for Human Habitation in June 2023. Severe fire in rear of house - damaged walls, interior surfaces, electrical. Foundation walls caving in on east side of house. Property marked Unsafe by building inspections.

Packard, 905 W. This property was posted Unfit for Human Habitation in January 2023. Property unfit for human habitation: roof in severe disrepair; gutters damaged; windows broken; door will not shut/secure; the interior is a mess of garbage, debris, rubbish, dog feces, and all interior surfaces damaged or dirty; proper flooring missing; furnace needs serviced to confirm if operational.

Whitmer, 1639 E. This property was posted Unfit for Human Habitation in February 2023. House has been deemed unfit for human occupancy due to severe fire damage. Roof is wide open, inside in completely charred, no gas, no electric, no water. majority of siding is burnt up and windows are broken out.

Oak Dr, 1310 This property was posted Unfit for Human Habitation in October 2023. House has no active utilities, and structural damages.

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Minutes of Civil Service Commission	Backup Material
Minutes of City Plan Commission	Backup Material
Minutes of Zoning Board of Appeals	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
August 1, 2023

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

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

ABSENT: COMMISSIONER Amy Spry

Call to Order

Chair Spain called the meeting to order at 11:35 a.m.

Roll Call

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

Chair Spain called for Appearance of Citizens:

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

The Minutes of the July 11, 2023, regular meeting was presented. Commissioner Sheri Hagen moved that the July 11, 2023, regular meeting minutes be approved, seconded by Vice Chair Todd Ray and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Vice Chair Todd Ray moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Tony Wilkins and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

August 1, 2023

Page 2

Commissioner Sheri Hagen moved to return to Open Session, seconded by Vice Chair Todd Ray and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Library Assistant (Half-Time), Commissioner Sheri Hagen moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Final Scores & Lateral Transfer Register for Police Patrol Officer, Commissioner Tony Wilkins moved the Authorization Requested be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Laboratory Technician, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Maintenance Technician I, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

August 1, 2023

Page 3

Commissioner Sheri Hagen, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

- C. Authorization Request to Approve Job Announcement & Establish Eligible Register for Water Plant Operator III, Commissioner Sheri Hagen moved the Authorization Request to be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- D. Authorization Request to Approve Job Announcement & Establish Promotional Register for Equipment Operator- Municipal Services, Vice Chair Todd Ray moved the Authorization Request to be received, placed on file, and approved, seconded by Commissioner Sheri Hagen, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- E. Authorization Request to Approve Job Announcement & Establish Promotional Register for Fire Inspector, Commissioner Tony Wilkins moved the Authorization Request to be received, placed on file, and approved, seconded by Commissioner Sheri Hagen, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- F. Authorization Request to Approve Revision to Accounting Assistant Job Description, Commissioner Sheri Hagen, moved the Authorization Request to be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- G. Authorization Request to Approve Proposal to Amend Civic Service Rules, Rule 5-4, Reinstatement Registers, Vice Chair Todd Ray, moved the Authorization Request to be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

August 1, 2023

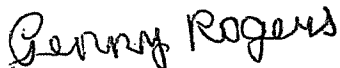
Page 4

H. Receiving and Filing of Personnel Actions – Commissioner Sheri Hagen moved that the civil service status, shift letter of commendation, division letter of commendation, shift letter reprimand, requests for leave, and resignation, be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Tony Wilkins moved to adjourn the meeting, seconded by Vice Chair Todd Ray and upon call of the roll, Commissioners Tony Wilkins, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 12:14 p.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

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

Thursday, July 6, 2023
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 6, 2023, meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman James Schwartz who determined a quorum was present.

Members Present: Jason Drake, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Josh Prasun

Members Absent: A.G Webber, Andrew Taylor, Susie Peck,

Staff Present: Greg Crowe, Joselyn Stewart, Kasey Wright, Deanna Buck, Kahlil Graves-Thomas

II. Approval of Minutes of the June 8, 2023, City Plan Commission Meeting

It was moved and seconded (Maurice Payne/Matt Naber) to approve the minutes of the June 8, 2023, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 23-06 Petition of 121 HOLDINGS, LLC, to rezone the property located at 4469 COMMERCIAL CROSSING from R-1 Single Family Residence District to M-1 Light Industrial/Heavy Commercial District.

It was moved and seconded (Maurice Payne /Matt Naber) to forward Case No. 23-06 to the City Council with a recommendation of approval as set forth in the staff report.

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

There were no questions and no objectors present.

Upon call of the roll, Commission members Jason Drake, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Josh Prasun voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

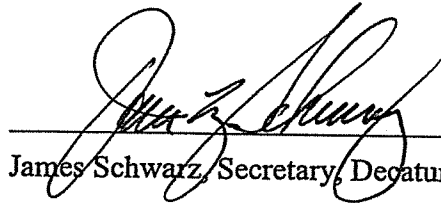
No comments.

VI. Adjournment

There being no further business, it was moved and seconded (Jason Drake/Maurice Payne) to adjourn the meeting.

Upon call of the roll, Commission members Jason Drake, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Josh Prasun voted aye.

Acting Chairman James Schwarz declared the meeting adjourned at 3:06 P.M.


James Schwarz, Secretary, Decatur City Plan Commission

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Wednesday, November 10, 2021 4:00 P.M.
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The, November 10, 2021 meeting of the Decatur Zoning Board of Appeals was called to order at 4:20 P.M. by Chairman Kim Aukamp who determined a quorum was present.

Members Present: Kim Aukamp, Chris Brodnicki, Zane Peterson
Leslie Risby, Jeff Taylor

Members Absent: Tom Brinkoetter, Julie Lamb

Staff Present: Greg Crowe, Joselyn Stewart, Amy Waks, Kylie Reynolds, Deanna Buck

II. Approval of Minutes: April 8, 2021

It was moved and seconded (Peterson/Risby) to approve the minutes of the May 13, 2021 meeting of the Zoning Board of Appeals. Motion carried

III. New Business

A. Case No. 21-05 Petition of DECATUR PUBLIC SCHOOL DISTRICT, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512 as amended, Sections XXVI.B.2. and XXVI.B.9.b.) to reduce the required setback line from the boundary of a residentially zoned district or residential use from 100 feet to 66 feet to allow for the construction of a sign with an electronic message unit for the existing school at 2440 NORTH SUMMIT AVENUE

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

Mrs. Stewart discussed and presented slides of the site (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request) with the following condition:

Ms. Kayla Peck, representative of BLDD Architects, was sworn in by Ms Reynolds

Ms. Peck stated there are 14 new electronic messaging boards for the Decatur Public Schools and they are designed to communicate with parents dropping their kids off for school and kids getting off of the bus.

There were no objectors present.

It was moved and seconded (Peterson/ Taylor) to approve Case. No. 21-05 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Chris Brodnicki, Zane Peterson, Leslie Ribsy, and Jeff Taylor and voted aye. Chairman Aukamp declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Taylor, Risby) to adjourn the meeting.

Upon call of the roll, Commission members Kim Aukamp, Chris Brodnicki, Zane Peterson, Leslie Risby, and Jeff Taylor voted aye.

Chairman Aukamp declared the meeting adjourned at 4:25 P.M.

City Clerk

DATE: 10/5/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Thomas E. Little to the Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board).

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:

Thomas E. Little	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2026
------------------	---	------------

DATED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
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 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 10/5/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Deborah Perry to the Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Deborah Perry	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2026
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DATED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
RESOLUTION APPROVING REAPPOINTMENT

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

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

PRESENTED AND ADOPTED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 10/5/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - Historical and Architectural Sites Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Phil Zeni, Sr. to the Historical and Architectural Sites Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the 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:

Phil Zeni, Sr.	Historical and Architectural Sites Commission	5/1/2026
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DATED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
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 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16th day of October 2023.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 10/12/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Twice a year, the City Council is required to review past executive session minutes and determine if any are ready for release as an open record. Staff has performed this review and recommends minutes from several old executive sessions be released because there is no longer any reason for the minutes to remain closed.

ATTACHMENTS:

Description
Resolution

Type
Resolution Letter

RESOLUTION NO. R2023-_____

**RESOLUTION APPROVING AND DETERMINING THE NEED FOR
CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS**

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

Section 4. That pursuant to Section 2.06 (c) (1) of the Open Meetings Act, the City Clerk is authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

Presented and Adopted this 16th day of October 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Exhibit A
(Minutes to be Released)

Tuesday, January 17, 2006

Monday, May 1, 2006

Monday, October 3, 2016

Monday, November 7, 2016

Monday, February 5, 2018

Exhibit B
(Minutes NOT to be Released)

1999

February 8, 1999

2000

July 24, 2000

2006

March 20, 2006

May 15, 2006
June 5, 2006
June 19, 2006
July 3, 2006 (1 of 2 sets)
September 5, 2006
November 6, 2006
November 20, 2006

2009

March 16, 2009
May 4, 2009
May 18, 2009
June 15, 2009
July 6, 2009
December 7, 2009

2003

April 21, 2003

May 27, 2003
June 2, 2003
August 4, 2003
August 18, 2003
October 20, 2003
December 15, 2003

2007

January 22, 2007
March 5, 2007
May 7, 2007
June 18, 2007
September 17, 2007

2010

March 1, 2010
March 15, 2010
April 19, 2010
May 3, 2010
June 7, 2010
September 20, 2010
December 20, 2010

2004

April 5, 2004
June 7, 2004

October 18, 2004

2008

February 4, 2008
April 7, 2008
April 21, 2008

May 5, 2008
May 19, 2008
June 2, 2008
June 16, 2008
June 30, 2008
July 21, 2008
July 28, 2008
August 4, 2008
September 2, 2008

2011

January 18, 2011
March 7, 2011
October 3, 2011
December 5, 2011

2012

June 4, 2012
July 30, 2012
September 17, 2012
November 5, 2012

2005

January 18, 2005
February 21, 2005

September 15, 2008
October 6, 2008

Exhibit B
(Minutes NOT to be Released)

2013

January 7, 2013

June 3, 2013

June 17, 2013

July 15, 2013

August 5, 2013

September 16, 2013

November 18, 2013

December 2, 2013

2014

January 21, 2014

February 3, 2014

May 19, 2014

August 4, 2014

November 3, 2014

2015

April 20, 2015

May 18, 2015

June 1, 2015

August 17, 2015

October 19, 2015

November 16, 2015

2016

July 5, 2016

December 5, 2016

2017

April 3, 2017

April 17, 2017

April 26, 2017

May 15, 2017

September 5, 2017

2018

February 5, 2018

March 5, 2018

March 19, 2018

June 12, 2018

July 2, 2018

2019

March 4, 2019

December 2, 2019

2020

March 16, 2020

July 20, 2020

November 2, 2020

December 21, 2020

2021

July 7, 2021
November 1, 2021

2022

March 21, 2022
April 20, 2022
May 2, 2022

2023

January 17, 2023
June 20, 2023

SUBJECT: Resolution Regarding Halloween Trick or Treat Hours

ATTACHMENTS:

Description

Resolution

Type

Resolution Letter

RESOLUTION NO. R2023-_____

**RESOLUTION REGARDING HALLOWEEN
TRICK OR TREAT HOURS**

WHEREAS, the Council recognizes that the Halloween activity commonly known as trick or treat is one of long standing tradition in the community; and,

WHEREAS, the Council also recognizes that past experience has shown that there can be risks attendant thereon particularly to children; and,

WHEREAS, the Council has been made aware of many organized activities and events being made available in the community as substitutes to be engaged in on Halloween in lieu of trick or treat; and,

WHEREAS, the Council is reluctant to address such risks by totally prohibiting trick or treat, believing instead that if proper care, caution and supervision are exercised said risks can be greatly reduced and curtailed.

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

Section 1. That the Council does hereby urge those children and those responsible for them and their safety who choose to engage in the trick or treat activity that said activity be confined to the evening of Tuesday, October 31st between the hours of 5:00 p.m. and 8:00 p.m., and that such be done so as to accord with the suggestions and practices set out on the list thereof attached hereto.

PRESENTED AND ADOPTED this 16th day of October, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HALLOWEEN

TRICK OR TREAT

- 1) The activity is to be confined to one evening only, Tuesday, October 31, 2023, between the hours of 5:00 p.m. and 8:00 p.m.
- 2) Children should be accompanied by responsible adults.
- 3) Only wrapped and sealed treats should be given or accepted.
- 4) Children are asked not to consume treats during the trick or treat period and that all treats be inspected by a responsible adult prior to consumption.
- 5) Calls should be made only at residences where porch or other exterior lights have been turned on as a sign of hospitality.
- 6) Costumes when worn should be highly visible, of nonflammable material so constructed as not to interfere with the vision or mobility of the wearer.
- 7) Basic pedestrian safety rules should be obeyed.

City Clerk

DATE: 10/13/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Farmland Real Estate Purchase Pursuant to the Water Consultant's Recommendations

SUMMARY RECOMMENDATION: Council will meet in Closed Executive Session to discuss the purchase of farmland and will reconvene in Open Session for Council consideration.

City Clerk

DATE: 10/11/2023

MEMO: 2023-10

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, September, 2023

ATTACHMENTS:

Description	Type
Fire, September, 2023	Backup Material
Police, September, 2023	Backup Material
Transit, September, 2023	Backup Material
Public Works, September, 2023	Backup Material
Economic & Community Development, September, 2023	Backup Material
IT, September, 2023	Backup Material



DECATUR FIRE DEPARTMENT
MEMORANDUM
2023-15

October 10, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – September 2023

The fire department responded to 1205 alarms in September. The total alarms in 2023 are already 10,446. As you know, the most significant incidents of the month occurred at one of the industrial facilities. The department has met with the facility to review the incidents and have a follow-up meeting next month. The ambulance issue is getting worse, and the crews are back to waiting for ambulances to arrive on some alarms. The company is required to provide (6) six ALS ambulances 24 hours a day. There was only one day in September when they met the requirement. The typical ALS ambulance total has been (4) four.

Several projects are in the process of being completed using funds the city council budgeted for stations 1, 2, 4 & 6. The rear parking lot at station 1 was replaced, fencing replaced, plumbing issues, seal coating and concrete work are being completed at the four stations.

Six (6) new firefighters started in September, and five (5) of them are currently attending the fire academy in Champaign. One of the recruits was a firefighter in Georgia and did not need to go to the academy. The new firefighters should start shift work in November after completing their initial training. The overtime budget for the department has already been expended, and the new firefighters should help with our daily manpower shortage. The City needs to conduct a new firefighter test soon, because there are several retirements expected in 2024, and there is no current civil service list for hiring firefighters. The last list was extended six months, and that time has expired.

Incident Type Category	2023								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1 - Fire	33	27	26	46	43	62	39	21	40
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	2	1	-	1	-	-	-	-	1
3 - Rescue & Emergency Medical Service Incident	867	794	788	820	826	798	790	836	850
4 - Hazardous Condition (No Fire)	17	33	78	30	32	106	51	46	28
5 - Service Call	123	96	131	111	110	99	108	125	111
6 - Good Intent Call	64	57	73	87	89	87	92	87	108
7 - False Alarm & False Call	66	53	64	51	45	51	70	86	67
8 - Severe Weather & Natural Disaster	-	-	-	-	-	2	-	1	-
Grand Total	1,172	1,061	1,160	1,146	1,145	1,205	1,150	1,202	1,205

The busiest fire companies in September are as follows:

Fire Company	Alarms
Engine 1	277
Engine 3	238
Engine 5	224
Engine 6	202
Truck 2	151

TRAINING:

The training in September consisted of fire companies practicing using their ground ladders emphasizing proper selection and placement. All fire companies have ladders on their apparatus, and the ladder trucks carry the largest number of ladders.

Extrication training was conducted at Decatur Auto Parts (DAP). DAP provides vehicles for our training at their site. Fire companies rotate to the facility and practice using all the extrication tools.

FIRE PREVENTION:

The fire inspector testing process has begun again, and there should be Inspector promoted some time in November if they pass the test.

DECATUR ILLINOIS POLICE DEPARTMENT

2023 September Monthly Report

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

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	17
Patrol Officer	113
TOTAL	138

Budgeted 148

Non-deployable: Officers at Academy or in FTO 14

Non-deployable: Officers on Injury Status 3

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	1
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	15

Freedom of Information (FOIA) Requests

Month: 271 **YTD:** 2,174

DECATUR ILLINOIS POLICE DEPARTMENT

2023 September Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	6
Directed Patrols	63	454
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,149	38,065
Criminal Arrests	245	2,554
Felony Drug Arrests	14	188
Firearms Siezed	26	193
Field Interviews	67	1,121
City Ordinance Arrests	12	101
Unlawful Use of Motor Vehicles	100	1,248

Traffic Accidents

	Amount	YTD
Traffic Accidents	173	1,749
Fatal Accidents	3	7
Personal Injury Accidents	43	324

Traffic Enforcement

	Amount	YTD
Traffic Citations	586	5,804
Written Warnings	296	3,392
Parking Citations	293	504

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	21	205
DUI's Involving Accidents	6	66
Electronic Communication Device Stops	17	144
Speeding Stops	259	2,415

DECATUR ILLINOIS POLICE DEPARTMENT

2023 September Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	75	grams	5,769	\$10 / gram	\$57,690
Cocaine - Powder	111	grams	1,592	\$100 / gram	\$159,200
Cocaine - Crack	22	grams	391	\$100 / gram	\$39,100
Heroin	632	grams	764	\$300 / gram	\$229,200
Ecstasy	0	hits	8	\$20 / hit	\$160
Meth	9,858	grams	12,637	\$100 / gram	\$1,263,700
K2/Pills	56	pills	1,141		

	Amount	YTD
Search Warrants	5	38
Currency Seized	\$5,934	\$66,665
Firearms Seized	7	71
Vehicles Seized	1	7
Arrests	27	155

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	178	1,204
Closed/Resolved Cases	121	749
Criminal Arrests	66	452
Homicides	1	13
Infant Death Investigations	0	0
Suicide Investigations	1	7
Missing Person Investigations	8	57
Computer Forensic Exams	4	29

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	10	140
Misdemeanor Arrests	0	13
TOTAL	10	153

	Amount	YTD
Sex Offender Registrations	127	1,146

Transportation Services Department

Monthly Report

September 2023

Mass Transit Division

For the month of September, the Mass Transit staff completed the following projects:

1. Route Study: APC's were installed on buses to assist with accurate stop level ridership data. After this data is analyzed we will move on to the next phase of the route study which will include public engagement.
2. Campus Master Plan: Phase 1 (conceptual) is complete. Negotiating Phase 2 (schematic).
3. Worked on a new marketing concept for the buses including the contract.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	74,888	1,570	76,458
Miles Driven	82,690	4,113	86,803
On Time Performance			93%
Train Delays			8

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	2,063	20	2,083
Miles Driven	8,603	203	8,806
On Time Performance			98%

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of September, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, HVAC updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. Continued safety initiative including: installation of security cameras and doors, painting, and concrete repair.
2. Library Facilities:

- a. Lease Space: Continued development including: installed directories, door signs, mailboxes. Re-key project underway. Replaced toilets at clinic and serviced sewer line.
 - b. Library: Continued repairs and work. Carpet project still underway and making progress. Working on hot water line.
3. Police Facilities: Building maintenance PM schedule is completed. Repair and adjust doors.
4. Civic Center: Solar project underway. Door window repair/replacement in progress.
5. MSC: Working with AEX for roof design and walkway addition.
6. CILBA: monthly home inspections completed. Working on Wee Folk project including: lead & asbestos testing, removal of groundhogs, cleanup debris, etc.
7. Fire Department: Repair double doors, exterior door, and replace fence at Station #1, Roof repair quotes for storm damage at Stations 2 & 6, project underway to install gas line at Station 2. Parking lot resealing at Stations 2, 4, 6.

Electric Vehicle (EV) Division

For the month of September, the EV staff completed the following projects:

1. CDM Smith Contract Executed, EVRP plan kick off next month.
2. NEVI (National Electric Vehicle Infrastructure) research and funding options.

**Public Works Department
Monthly Report
September 2023**

Engineering:

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: All work is complete with the punch list preparation and project closeout scheduled for October.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded on February 22, 2022. NWMCC mobilized in April. All work is complete.

2022 Water Main Replacement Project:

Month Activity: All work is completed.

Project Background: The project was designed and advertised by Engineering Staff on October 12, 2022, with bids received on November 3, 2022. A&R Mechanical Services, Inc. provided the lowest responsible bid, and the contract was awarded by the City Council on November 21, 2022. The start date was delayed until April due to the lead times on materials. A&R has completed all the work.

2023 Trenchless Long Lining Project:

Month Activity: All sewers have been cleaned, televised and liners ordered with the installation

scheduled to start in early October.

Project Background: The project was designed and advertised by Engineering Staff on June 14, 2023, with bids received on July 6, 2023. Hoerr Construction provided the lowest responsible bid, and the contract was awarded by City Council on July 17, 2023.

2023 Local and State MFT Projects:

Month Activity: Work has started with the water service replacement, sidewalk ADA improvements and storm sewer inlet replacements. Pavement has also been milled and overlaid on Northland and Garfield Ave.

Project Background: The local and state MFT projects were designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 15, 2023. Dunn Company provided the lowest responsible bids, and the contract was awarded by the City Council on August 21, 2023. Dunn is scheduled to start the work in early September.

2023 Water Main Replacement Project:

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on September 18, 2023.

**MUNICIPAL
SEPTEMBER 2023**

SERVICES

MONTHLY

DATA

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	612 patches	229	
Milling / Asphalt	43 sq yds	71.5	
Miscellaneous / Asphalt	0	130	
Pothole Patch / Repair	446 patches	110	
Street Repair / Asphalt	170.51 sq yds	58	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	134.5	
SS Utility Cuts / Curb & Gutter	14 linear ft	18	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	69.5 sq yds	66	
SS Utility Cuts / Sidewalk	360 sq ft	105.5	
Water Dept Cuts / Curb & Gutter	0 linear ft	0	
Water Dept Cuts / Driveway	46 sq yds	42	
Water Dept Cuts / Pavement	201.4 sq yds	189	
Water Dept Cuts / Sidewalk	134.4 sq ft	29.5	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		122	
Flowerbed Maintenance		17	
Fountain		30	

Mowing / Downtown Parks		73	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Special Projects / Events / Electrical		10.5	
Service Calls / Other Departments		6	
Street Light Maintenance		67.5 Straight	
Traffic Signal Repair		320.5 Straight / 36.5 OT	
Warning Siren Maintenance		16	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.70%	579.34	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		43.5	
Mowing City Lots		0	
Mowing City Property / ROW		191	
Mowing City Property / State ROW		107.5	
MSC Maintenance		39	
New Tree Care & Maintenance		72	
Pesticide Application		0	
Storm Damage Clean-up		34	
Stump Removal	0	0	
Tree Removal	242 (inch diameter)	87.5	
Tree Trimming	59	217.5	

Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		20	
Parking Lots/Garage Maintenance		60	
Parking Meter Collection		8	
Parking Meter Repair		9	
Special Projects / Parking		1	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	3,600 linear ft	4	
Catch Basin / Pumped	244	204.5	
Storm Sewer / Repaired	4	86	
Culvert / Installed	66 linear ft	31.5	
Culvert / Jetted	30 linear ft	6	
Ditching	546 linear ft	146	
Storm Sewer / Jetted	100 linear ft	2	
Sanitary Back-up / Jetted	2,318 linear ft	19 Straight / 8.5 OT	
Sanitary Manholes / Pumped	0	0	
Sanitary Sewers / Cleaned	32,488 linear ft	80	
Sanitary Sewers / Jetted	754 linear ft	11	
Sanitary Sewers / Roots	108 linear ft	8	
Street Cleaning / 3 rd Shift	110 miles	42	
Street Cleaning / County Roads	6.3 miles	6.5	

Street Cleaning / Neighborhoods	46.8 miles	202	
Street Cleaning / Priorities	91.8 miles	40.5	
Street Cleaning / State Routes	109.95 miles	33	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	97	11	
Miscellaneous Traffic Control		39	
Mowing Entry Signs		2	
Signs / Installed	12	39	
Signs / Made	24	56.5	
Signs / Repaired	29	70	
Striping / Paint	105,000 feet	118	
Striping / Tape	0 feet	0	
Symbols / Paint	8	20	
Symbols / Thermoplastic	22	18	
Traffic Control (set up & removal)		70.50	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	55	294	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	14	50	
Home Secures	23	51	

**Water Production Division
Monthly Report
September 2023**

DeWitt County Wellfield Improvements: INTERA Inc. completed the preliminary engineering report.

Lake Decatur Landscape Maintenance: This year's work on the south side of the U.S. 36 bridge was awarded to Homer Tree Care and is scheduled for completion by November 1.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 613.2 feet (90% full) which is slightly below normal for September.

Lake Decatur Watershed Management Plan: Work continued the \$9.88M USDA RCPP grant webpage and advisory board, \$150K 2020 IEPA Section 319 grant tasks and \$250K 2021 IEPA Section 319 grant tasks including Lake Decatur shoreline stabilization construction specifications, bid documents and Camp Creek sub watershed plan. The \$350K 2022 IEPA Section 319 grant application continues to be evaluated by IEPA. Northwater Consulting continued operating the watershed water quality monitoring network and planning to construct several high priority Best Management Practices (BMPs). City staff continued BMP database creation, planning, and constructing Lake Decatur Watershed Protection Program BMPs.

Nelson Park Boat Ramps Preliminary Study: Martin Engineering recently completed preliminary concept designs and reviewed it with City staff.

Oakley Sediment Basin Drainage Improvements: Martin Engineering completed the first draft of the drainage improvements design and reviewed it with City staff.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 96% of this project which is scheduled for completion by the end of the year.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. is completing the Vulcan Pit new pipeline design.

Water Production: Host City Council study session. Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems and water distribution sampling stations projects. Analyzed water quality samples for Lake Decatur Watershed Management Plan monitoring. 529.61 million gallons of potable water were pumped into the water distribution system which was 9.7% less than September 2022.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine, and nitrate. All these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents and one OUI occurred in September.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting recently completed the draft Year 2 Tributary Monitoring Summary which includes sediment accumulation.

September 2023

Water Services:

Staff repaired 4 fire hydrants, 2 system valves, 32 water services and inspected 4 system control valves and 1 fire hydrant. Completed 1,137 Utility Billing service orders and 54 miscellaneous distribution system orders.

Distribution crews flushed fire hydrants located at the end of water mains primarily in residential areas to remove sediment and bring fresh treated water into the system pipes. The chlorine levels were recorded for future monitoring.

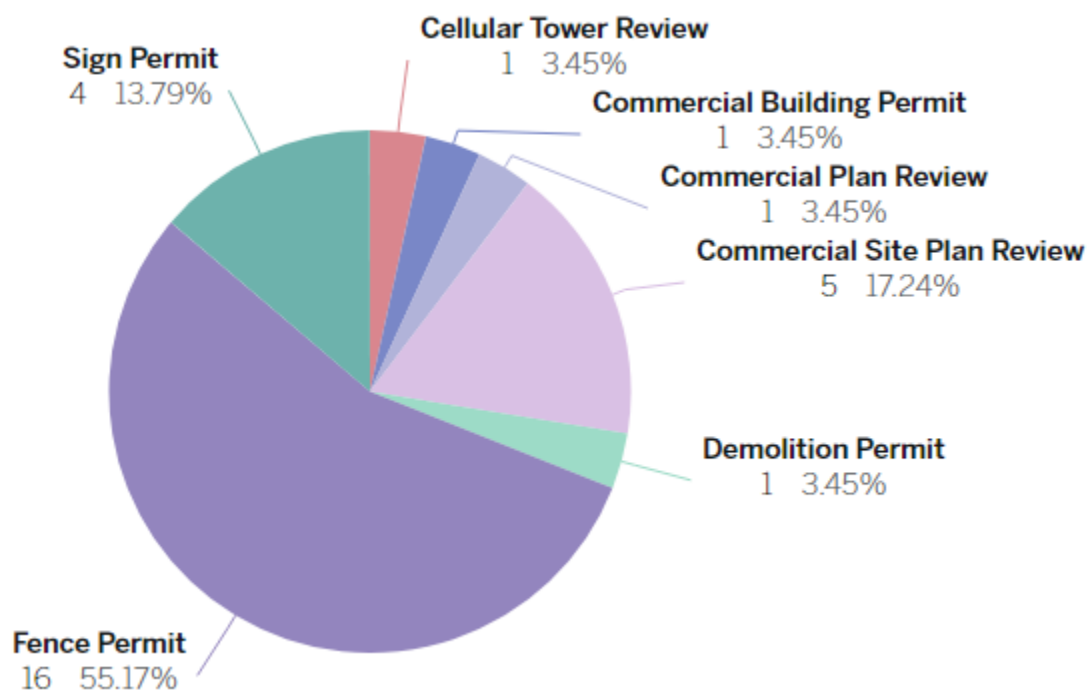
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

September 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of September, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. One petition was received for Zoning Board of Appeals.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed twenty-nine (29) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
0	88 Lots	\$45,150

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For September, we issued 200 permits broken down by permit type below. Of those, we had 1 permit with a value of over \$250,000. The Division performed 392 inspections and 11 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	7	\$6,201,200
Residential Building	44	1,079,913
Demolition	4	63,156
Electrical	27	175,418
Mechanical	17	177,267
Plumbing	29	124,485
Roof	48	674,618
Pool	0	0
Fence	15	108,384
Sign	3	91,100
Wheelchair Ramp	6	14,670
TOTAL	200	\$8,710,211

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- The city of Decatur received a Strong Communities Partnership Grant (Round 2) in the amount of \$337,000. The funding will be used for the Abandonment to Rehab program and for demolitions. The city will partner with Central Illinois Land Bank (CILBA) to implement this grant.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to areas of the city.
- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants will be in the form of roof replacements.
- The City-wide cleanup was held on September 9th. Residents were able to dispose of large items, including appliances and electronics.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City of Decatur is partnering with Richland Community College, Empowerment Opportunities Corporation (EOC), Building and Trades, Land of Lincoln Credit Union to rehabilitate a house and serve as transitional housing for a homeless family.
- The city continues hosting Remodeling Repair & Painting (RRP) worker certification classes. The hope is to increase the number of contractors available to work on rehab projects. So far 23 companies have obtained their RRP certification.

- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper Corridor.
- Staff participate in a monthly meeting with various nonprofits. The meeting “all in” allows information sharing and the opportunity for speakers to share experiences, programs, and assistance.
- The Economics Disparities Working group of Macon County met. Both local hospitals are seeking input for their Health Assessment Plan. It was decided that the group would disband due to cuts and changes in staffing at both hospitals.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. Staff attended an open house. The project should be opened to the public within the next 30 days.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Inherited Services.
- Staff met with Richland’s Enrich staff to discuss partnership opportunities with the Workforce ecosystem.
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon. A public meeting is scheduled for November.
- The staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied programs.
- Staff met with outside agencies, i.e., Dove, CoC, Homeless Advisory Council, Shemilah Outreach, SIA, NAACP, Workforce Investment Solutions, Empowerment Opportunities Center, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

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

See attached for a summary of the work involved during the month of September 2023.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION

MONTHLY REPORT

September 2023

NEW CASES	
Health & Safety (72 Hour)	115
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	36
No Garbage Service	14
Nuisance	183
Secure of Abandoned Buildings	25
Weeds	194
TOTAL	568

RE-INSPECTION VISITS	
Code Enforcement	1051
Weeds	193
TOTAL	1,244

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	74
Weeds	158

WEED ABATEMENT	
Contractor Mowed	180
Owner Mowed	31
TOTAL	211

DEMOLITIONS	
Year-to-Date	
Demolished	82
New Cases	11
Sent to Legal	8
Sent to Council	10
Out to Bid	0
Contracts Granted	4
Contract Amount	\$53,250.00
Permits Issued	0
Permits Finaled	4
Active Demolitions	185

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	195
Dollar Amount	\$41,953.59

PAYMENTS RECEIVED**	
Weeds	\$875.00

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

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

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
September

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

- The IT department is currently down one resource. Only two candidates passed the pretest and interviews were conducted and neither candidate passed the interview. Back to rebuilding a registry for this position.
- Completed phase 1 of 5 training for the new IT resource who started work in August.
- The city entered into another Fiber Build Agreement with Bodine Communications to complete a fiber optic extension from Richland Community College to the north ending at Hospitality Lane. Work has started on this project and is expected to be completed in December 2023.
- The Decatur Public School Fiber Grant Project is 95% complete and its anticipated completion is November 2023.
- The CradlePoint access methodology for Police vehicles has created many connectivity issues being worked out by the manufacturer. IT Staff believes we are very close to having the proof of concept operational.
- The Transit Bus Wi-Fi specification has been completed and cross training for another IT staff member to assist with installing it into all buses has started.
- All known IT infrastructure work to be completed in the Library Lease Space will be completed in October 2023.
- In September, IT processed 86 Help Desk tickets, resolving only 38 during the initial point of contact with IT staff (44.2% First Call Resolution Rate). I attribute the reduction in the first call resolution rate to being short staffed in a help desk position we are trying to find a suitable resource for. Goal for this measurement continues to be 50% or greater.