Monday, October 4, 2021
5:30 PM
City Council Chambers

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of September 20, 2021 City Council Meeting

IV. Unfinished Business

V. New Business

1. Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Southeast Plaza Redevelopment Project Area Within the City of Decatur, Macon County, Illinois
2. Resolution Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement
3. Resolution Authorizing the Purchase of Eighteen (18) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems
4. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for 2021 Manhole Rehabilitation Project, City Project 2021-14
5. Resolution Authorizing Acceptance of Grant Agreement HOME Investment Partnership-ARP
6. Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group, Inc. for the Demolition of Vacant Buildings at 826 E. Lawrence, 1062 W. Packard, 3550 E. Chestnut and 1652 N. Water
7. Resolution Accepting Bodine Electric Change Order #2 related to the Original Bid for Underground Fiber Construction of Fiber Extensions, Resolution # R2021-73, to Provide City Fiber Extensions to various Decatur Public School Properties, 2021 Fiber Project Number ITFIBER-01

8. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

    A. Resolution Approving Appointment - Historical and Architectural Sites Commission

    B. Resolution Approving Appointment - Library Board of Trustees

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of September 20, 2021 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of September 20, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, September 20, 2021

On Monday, September 20, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

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

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the August 30, 2021, Regular City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

The minutes of the September 7, 2021, Regular City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report and answered questions from Council regarding the report. Finance Director Gregg Zientara answered questions from Council regarding the upcoming budget.

R2021-168 Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council regarding Property and Liability Insurance Coverage.

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

R2021-169 Resolution Authorizing Excess Property Insurance Coverage for the Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-170 Resolution Authorizing Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-171 Resolution Authorizing Additional Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-172 Resolution Authorizing Auto Physical Damage Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Councilman Bill Faber exited the Council Chambers at 5:55 p.m.

R2021-173 Resolution Authorizing Cyber Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Councilman Bill Faber returned to the Council Chambers at 6:00 p.m.

R2021-174 Resolution Authorizing Crisis Protection Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-175 Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2021 to October 1, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

City Manager Wrighton held a discussion on the property tax levy and answered questions from Council.

Motion Adopting City Council Policies - Purchase of Property, was presented. Councilwoman Gregory moved the Motion do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Motion and answered questions from Council.

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

R2021-176 Resolution Authorizing the Purchase of Peristaltic Pump from Vandevanter Engineering Co. for South Water Treatment Plant, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Director of Public Works Matt Newell gave an overview on the Resolution.

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

R2021-177 Resolution Amending an Agreement for Preliminary Engineering Services with the Norfolk Southern Railway Company for the Brush College Road Grade Separation

Project City Project 2009-33 Section 09-00933-01-BR, 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 David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-178 Resolution to Appropriate Motor Fuel Tax Funds to Pay for Preliminary Engineering Services with the Norfolk Southern Railway Company to Improve the Brush College over Faries Parkway Grade Separation by Municipality under the Illinois Highway Code City Project 2009-33 Section 09-00933-01-BR, 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 David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2021-48 Ordinance Rezoning Property from R-5 Two Family Residence District to R-3 Single Family Residence District - South Portion of 1676 North Union Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Assistant Director of ECD/Planning Greg Crowe gave an overview of the Ordinance.

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

Mayor Moore Wolfe called for Consent Calendar Items A. through D. and asked if any Council wished to remove an item from the Consent Agenda. Councilman Bill Faber wished to remove Item A. from the Consent Agenda. The Clerk read items B. through D.:

Item B. R2021-180 Resolution Approving Appointment - Police Pension Fund Board of Trustees
Item C. R2021-181 Resolution Approving Appointment - City Plan Commission
Item D. Receiving and Filing of Minutes of Boards and Commissions

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

R2021-179 Resolution Repealing Resolution R2016-49 Regarding Residency within the Corporate Limits of the City of Decatur for Individuals Employed by the Municipal Corporation, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Council held a discussion regarding residency requirements within the corporate limits of Decatur.

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

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

Councilwoman Gregory thanked Public Works Director Matt Newell and his crew for picking up a mattress that was dropped off on the street and for contacting Ameren to repair wires.

Councilman Horn voiced his concern regarding a COVID-19 surge in Macon County.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:59 p.m.

Approved _____
Angela Harper
Deputy City Clerk

DATE: 9/30/2021

MEMO:

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Southeast Plaza Redevelopment Project Area Within the City of Decatur, Macon County, Illinois

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

MEMORANDUM 2021-12

DATE: **October 4, 2021**

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

FROM: **Scot Wrighton, City Manager**
Jon Kindseth, Deputy City Manager

SUBJECT: An Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Southeast Plaza Redevelopment Project Area within the City Of Decatur, Macon County, Illinois

SUMMARY RECOMMENDATION:

Staff recommends City Council approve this final action necessary to dissolve the first Decatur TIF, Southeast Plaza TIF district.

BACKGROUND:

The City of Decatur has 7 TIFs, with the oldest one being the Southeast Plaza TIF which expires this year after 24 years. SE TIF was created in 1997 and this Ordinance will dissolve this TIF as of December 31, 2021. This TIF includes commercial development on the south end of Decatur along Mt. Zion Road including the movie theater, Hawthorne Suites, and a new residential subdivision behind the theater. The developments added within the TIF project area have significantly increased EAVs, from $127,719 to $3,361,247.

But for the TIF, this additional $3M+ in new EAV would not be available to the affected taxing districts. This means beginning next year, there will be an additional $311,522 property tax dollars realized by all taxing bodies annually beginning in 2021, paid in 2022. The City of Decatur will receive approximately 16 % of that or $50,000 of additional property tax annually from the expiration of this TIF district. The City will also benefit from the additional sales taxes generated being generated within development.

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

ORDINANCE No. _____

ORDINANCE DISSOLVING THE SPECIAL TAX ALLOCATION FUND AND TERMINATING THE SOUTHEAST PLAZA REDEVELOPMENT PROJECT AREA WITHIN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

WHEREAS, City of Decatur, Macon County, Illinois (hereinafter the "City"), in accordance with, and pursuant to, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*), as supplemented and amended (hereinafter referred to as the "TIF Act"), including by the power and authority of the City as a home rule unit under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the City Council of the City (hereinafter the "Corporate Authorities") adopted a series of ordinances (Ordinance Nos. 97-14 on March 31, 1997; 97-32, 97-33, 97-34, 97-35, and 97-36) on May 5, 1997, and as amended by Ordinances, 2000-108, 2014-108, and Resolutions (collectively referred to as the "TIF Ordinances & Resolutions"); and

WHEREAS, in accordance with, pursuant to, and under the TIF Act and the TIF Ordinances, the City designated the Southeast Plaza TIF District, and entered into a Redevelopment Agreement and amendments (hereinafter the "Redevelopment Plan"), including the redevelopment projects described in said Redevelopment Plan, and established a Special Tax Allocation Fund (the "Fund") in connection therewith; and

WHEREAS, the Redevelopment Plan and the associated Southeast Plaza TIF District, as amended, expires on December 31, 2021, which is the December 31st of the year in which the tax increment revenue was paid to the City from ad valorem taxes that were levied in the 23rd Calendar year (2020) after the year in which the Ordinance approving the Redevelopment Plan was adopted (1997); and

WHEREAS, the City will, pursuant to its obligations under the Section 8 of the TIF Act, notify affected taxing districts of the proposed termination of the Redevelopment Plan and Southeast Plaza Redevelopment Area thereunder; and

WHEREAS, the difference between the 2020 total equalized assessed value of the property located within the Southeast Plaza TIF District and the frozen value is commonly known as the "recovered TIF value"; and

WHEREAS, all redevelopment project costs have been, or will be paid prior to December 31, 2021; and

WHEREAS, as a result of the expiration of the Southeast Plaza TIF District, all taxing bodies whose boundaries include the Southeast Plaza TIF District will have the opportunity to impose their 2021 property tax levy (taxes payable in 2022) upon the recovered TIF value from the Southeast Plaza TIF District;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, MACON COUNTY, ILLINOIS, as follows:

Section 1. *Recitals Incorporated*. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth here.

Section 2. *Termination of the Project Redevelopment Area.* Effective after December 31, 2021, the Southeast Plaza TIF District shall be terminated and shall no longer be designated as a redevelopment project area under the TIF Act. Effective after December 31, 2021, the Fund shall be dissolved. On or before December 31, 2021, any funds in the Fund may, pursuant to the terms of the TIF Act, be available for use, in the Southeast Plaza TIF District for the final payment of all redevelopment costs and the retirement of all obligations, in any contiguous tax increment financing district, or in any other manner as allowable under the TIF Act.

Section 3. *Certified Filing*. Upon approval of this Ordinance, a certified copy thereof shall be filed with Macon County. Prior to November 1, 2021, a copy of this Ordinance shall be transmitted to any and all taxing districts that levy taxes upon any portion of the Southeast Plaza TIF District.

Section 4. *Severability*. If any term, section, part, or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

Section 5. *Effective Date*. This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of October, 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

PUBLISHED this _____ day of _____, 2021.

_____
KIM ALTHOFF, CITY CLERK

DATE: 9/30/2021

MEMO:

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Deputy City Manager, Jon Kindseth

SUBJECT: Resolution Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Approving An Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement	Resolution Letter
EZ IGA Amendment	Exhibit
Enterprise Zone IGA	Backup Material

MEMORANDUM 2021-13

DATE: **October 4, 2021**

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

FROM: **Scot Wrighton, City Manager**
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Approving an Amendment to the Decatur Macon County Enterprise Zone Intergovernmental Agreement

SUMMARY RECOMMENDATION:

Staff recommends City Council approve this Resolution amending the Enterprise Zone, as it will incentivize redevelopment of our existing multifamily housing here in Decatur and Macon County.

BACKGROUND:

The Decatur Macon County Enterprise Zone created in 2014 as an economic development tool to provide for incentives where appropriate to encourage both new development and redevelopment. Over the past seven years commercial and industrial developments have taken advantage of the tax benefits of the enterprise zone. The creation of the EZ has kept Decatur and Macon County competitive with other labor markets and has been a driver for some of the recent large new developments.

The proposed amendment will serve as similar economic driver to encourage and incentive the reinvestment into our mostly dated multifamily housing developments. This amendment would not apply to single family residential development, but only those over 10 units. Staff believes this tool is needed to facilitate significant reinvestment into our existing multifamily housing supply. Amendments to the EZ require approval from all member communities.

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

RESOLUTION NO. R_____

RESOLUTION APPROVING AN AMENDMENT TO THE DECATUR MACON COUNTY ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

WHEREAS, The City of Decatur, the County of Macon, and the Villages of Mt. Zion, Forsyth, and Long Creek entered into an Intergovernmental Agreement on December 1, 2014 for an Enterprise Zone; and

WHEREAS, the Parties have agreed to clarify the terms of said Intergovernmental Agreement; and

WHEREAS, the said Intergovernmental Agreement provides for amendments subject to approval by all parties; and

WHEREAS, the City Council of the City of Decatur believes that such clarification and amendments are in the best interests of the City of Decatur and its residents.

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS: that the Amendment to Decatur Macon County Enterprise Zone Intergovernmental Agreement, hereto attached an incorporated as Exhibit A is hereby approved and that the Mayor, City Manager, and City Clerk are hereby directed to take any and all necessary steps to execute said Amendment.

PRESENTED AND ADOPTED this 4th day of October 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

AMENDMENT TO DECATUR MACON COUNTY ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

This Amendment Agreement made this _____ (date) by and between the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth, and the Village of Long Creek.

WHEREAS, the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth, and the Village of Long Creek entered the Decatur Macon County Enterprise Zone Intergovernmental Agreement on December 1, 2014 [hereinafter: AGREEMENT];

WHEREAS, circumstances have arisen wherein the AGREEMENT requires clarification to resolve potential ambiguity;

WHEREAS, the local units of government listed above desire to clarify and amend the AGREEMENT to serve the purposes and intent of the AGREEMENT; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises in the AGREEMENT and as set forth herein, the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth, and the Village of Long Creek agree to the Amendment of the AGREEMENT by adding the following terms to apply to the operation and management of the Enterprise Zone:

A. Section II, Subpart E) of the AGREEMENT shall be amended to state as follows:

"Retail/commercial companies" as described herein, are Enterprises in the business of selling products or services in the following categories: stores selling products to the general public or wholesale customers, restaurants, hotels/motels, and related concerns. Additionally, "retail/commercial companies" and "retail/commercial property" shall include multi-family properties, with a minimum of ten (10) living units with minimum investment of $50,000/unit and maximum of $250,000/unit (exclusive of site preparation work, utilities, and infrastructure) which construction of development must be completed within 24 months after obtaining necessary building permits. The per unit limits applicable in this Subpart E shall be adjusted for inflation annually commencing January 1, 2023 based on the Consumer Price Index, United States average on all items and commodity groups, issued by the Bureau of Labor Statistics of the United States.

B. Section II, Subpart F) of the AGREEMENT shall be amended by adding the following:

11. Single family residential homes

The undersigned hereby agree as of the date and year set forth above.

City of Decatur	County of Macon	Village of Long Creek
By: _____	By: _____	By: _____

Village of Mt. Zion	Village of Forsyth
By: _____	By: _____

RESOLUTION NO. R2014-139

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT - COUNTY OF MACON, THE VILLAGE OF MT. ZION, THE VILLAGE OF FORSYTH AND THE VILLAGE OF LONG CREEK -

DECATUR MACON COUNTY ENTERPRISE ZONE

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

Section 1. That the Agreement presented to the Council herewith between the City of Decatur and the County of Macon, the Village of Mt. Zion, the Village of Forsyth and the Village of Long Creek regarding the Decatur Macon County Enterprise Zone be, and it is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Agreement on behalf of the City of Decatur.

PRESENTED AND ADOPTED THIS 1st day of December 2014.

MICHAEL T. MCELROY, MAYOR

ATTEST:

LINDA M. SWARTZ, CITY CLERK

DECATUR MACON COUNTY ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT

This Agreement is made Dec. 1, 2014 (date), by and between the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth and the Village of Long Creek.

WHEREAS, the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth and the Village of Long Creek have adopted ordinance(s) and resolution(s) establishing an Enterprise Zone, herein after collectively referred to as "the Ordinance," subject to certification by the Department of Commerce and Economic Opportunity, herein after referred to as "the Department," including incorporated portions of the City of Decatur, unincorporated portions of the County of Macon, incorporated portions of the Village of Mt. Zion, incorporated portions of the Village of Forsyth and incorporated portions of the Village of Long Creek; and

WHEREAS, the Governor signed Senate Bill 3616, as amended, into law on August 7, 2012, thereby amending the "Illinois Enterprise Zone Act" (20 ILCS 655/1 et. seq.) under the provisions of Public Act 97-0905 outlining new application procedures and related changes to the Illinois Enterprise Zone Program; and

WHEREAS, the Ordinance is or will be part of the application to the Department for designation of an Enterprise Zone pursuant to 20 ILCS 655/1 et. Seq. and Section 18-170 of the Property Tax Code (35 ILCS 200-170) herein after referred to as "Act;" and

WHEREAS, the local units of government listed above desire to operate the Enterprise Zone in an efficient and effective manner in keeping with the terms of the Act and rules and regulations promulgated by the Department and the Illinois General Assembly for the operation of an Enterprise Zone; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises herein after recited, the City of Decatur, the County of Macon, the Village of Mt. Zion, the Village of Forsyth and the Village of Long Creek agree that the following terms shall govern the operation and management of the Enterprise Zone.

SECTION I – GENERAL PROVISIONS

The name of the Enterprise Zone shall be the Decatur Macon County Enterprise Zone, herein after referred to as the "Zone."

A) **Legal Description.** The area as described in Addendum A of this document and the Ordinance shall be designated as the Decatur Macon County Enterprise Zone.

B) **Term.** The term of the Zone will be for 15 years commencing on January 1, 2016, and ending at midnight on December 31, 2030, or until such time as the Zone has expired, been decertified by the Department or repealed by the General Assembly or by ordinance of the designating governmental entities, whichever is sooner. After the 13th year, the zone is subject to review by the state Enterprise Zone Board for an additional 10-year designation beginning on the expiration date of the enterprise zone. During the review process, the state Enterprise Zone Board shall consider the costs incurred by the state and units of local government as a result of tax benefits received by the enterprise zone before granting the extension. Upon approval of the state Enterprise Zone Board and certification by the Department, the Zone may further be in effect for an additional 10 years, beginning January 1, 2031.

C) **Zone Administration**. The parties to this Agreement desire and concur that the administration of the Enterprise Zone shall be under the jurisdiction of the Economic Development Corporation of Decatur and Macon County (EDC), and more specifically the Zone Administrator shall be the CEO/President of the EDC as outlined in Section IV and V below.

D) **Administration Fees.** As allowed by the Act, the Administrator of the Decatur Macon County Enterprise Zone is hereby authorized to collect an Administration Fee for the issuance of Sales Tax Exemption Certificates for Construction Materials from entities requesting said exemption, in order to offset the management and operational costs associated with the Administration of the Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of building materials for each project up to a maximum of $50,000 per Certificate (20 ILCS 655/8.2c). The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, may also elect to collect a processing fee for related Enterprise Zone activities such as boundary amendment applications, technical correction applications, and/or other applications resulting in an amendment to the Zone or Zone operating procedures, which may change from time to time. At no time will all fees combined, which are related to a single project, exceed $50,000 or such amount as may be stipulated in state statute. The parties to this Agreement shall have no liability for payment of such fee.

E) **Provisions for Tax Abatement**. The parties to this agreement recognize the individual Enterprise Zone property tax abatement policies of the Designating Units of Government, set forth below and in their respective Designating Ordinances and Resolutions. The parties further agree that the taxpayer receiving eligible property tax abatement within the Decatur Macon County Enterprise Zone, subject to certification and/or as certified by the Department, will be subject to certain terms and conditions in the Memorandum of Understanding between said taxpayer and the Decatur Macon County Enterprise Zone Administrator as also outlined below.

SECTION II – DEFINITIONS

A) "Memorandum of Understanding" or "MOU" as defined herein is the written agreement between the Decatur Macon County Enterprise Zone Administrator, on behalf of the Taxing Bodies participating in the Decatur Macon County Enterprise Zone property tax abatement program, and the Applicant receiving tax abatement. The MOU defines the terms and conditions by which abatement of real estate property tax is authorized.

B) "Industrial/Manufacturing" as defined herein, are enterprises where the manufacturing or assembling of goods takes place.

C) "Warehouse/Distribution/Logistic(s) Companies" as defined herein, are warehousing and distribution businesses that are engaged in the storage and/or packaging of goods and the transfer or transportation of products from a point of origin to a point of consumption.

D) "Office/Knowledge-Based Companies" as defined herein are enterprises that are research oriented and that require a highly skilled workforce such as biotechnology, electronics and/or professional services such as engineering, architecture, finance, law and telemarketing companies.

E) "Retail/Commercial Companies" as described herein, are enterprises in the business of selling products or services in the following categories: Stores selling products to the general public or wholesale customers, restaurants, hotels/motels and related concerns.

F) Exclusions - Retail/Commercial Companies engaged in the following categories of business below shall be ineligible for any property tax abatement as provided herein:

1) self-storage (mini warehouse facilities)
2) automobile service station
3) automatic or self-service coin operated car wash
4) commodity scrap processing
5) convenience food and beverage store
6) gasoline station
7) package liquor store
8) recycling facility
9) cash advance, pay day loan and title loan stores
10) adult entertainment venues including adult bookstores

SECTION III – DESIGNATING UNITS OF GOVERNMENT PROPERTY TAX ABATEMENT POLICIES.

A) By individual governmental ordinance, each designating unit of government for the Decatur Macon County Enterprise Zone shall have a uniform property tax abatement policy that follows the terms outlined below.

B) **City of Decatur, County of Macon, Village of Mt. Zion, Village of Forsyth and the Village of Long Creek - Non Retail/Commercial Property Tax Abatement** - In no event shall any abatement of taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.

1) That commencing on or after January 1, 2016, taxes on real property levied by the City of Decatur, County of Macon, Village of Mt. Zion, Village of Forsyth and/or the Village of Long Creek, whichever is applicable, shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:

a)	For taxes levied in the first year of abatement:	100%
b)	For taxes levied in the second year of abatement:	80%
c)	For taxes levied in the third year of abatement:	60%
d)	For taxes levied in the fourth year of abatement:	40%
e)	For taxes levied in the fifth year of abatement:	20%

Said abatements shall be for five (5) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made. Abatement for a specific project will cease after the fifth year or upon expiration, termination or decertification of the Decatur Macon County Enterprise Zone, whichever is sooner.

2) The above property tax abatements shall be applicable for eligible Office/Knowledge-based, Warehouse/Distribution/Logistic(s) and Industrial/Manufacturing-based real property upon which construction, improvements, renovation or rehabilitation, for which a building permit is required, has been completed after January 1, 2016 and before the expiration, termination or decertification of the Decatur Macon County Enterprise Zone, whichever is sooner.

3) Both a minimum capital investment of One Hundred Fifty Thousand Dollars ($150,000.00) and the creation and/or retention of twenty-five (25) full-time jobs are necessary for a parcel to receive real tax abatement as

provided herein for eligible Office/Knowledge-based, Warehouse/Distribution/Logistic(s) and Industrial/Manufacturing-based projects.

C) **City of Decatur, County of Macon, Village of Mt. Zion, Village of Forsyth and the Village of Long Creek - Retail/Commercial Property Tax Abatement** - In no event shall any abatement of taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.

1) That, with the adoption of this Agreement, taxes on real property levied by the City of Decatur, County of Macon, Village of Mt. Zion, Village of Forsyth and/or the Village of Long Creek, whichever is applicable, shall be abated on retail, restaurant, hotel/motel and commercial property developments located within the Zone with the exception of those projects outlined in SECTION II F above, and upon which new improvements have been constructed subsequent to such approval as follows:

a)	For taxes levied in the first year of abatement:	100%
b)	For taxes levied in the second year of abatement:	75%
c)	For taxes levied in the third year of abatement:	50%

Said abatements shall be for three (3) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made. Abatement for a specific project will cease after the third year or upon expiration, termination or decertification of the Decatur Macon County Enterprise Zone, whichever is sooner.

2) The above property tax abatements shall be applicable for eligible retail, restaurant, hotel/motel and commercial projects involving real property upon which construction, improvements, renovation or rehabilitation, for which a building permit is required, which results in an increase in the equalized assessed valuation of at least $25,000 has been completed after January 1, 2016 and prior to the expiration, termination or decertification of the Decatur Macon County Enterprise Zone.

D) **Eligibility** - Questions as to the eligibility of a project will be decided by the Enterprise Zone Administrator, with advice and consent of the Enterprise Zone Advisory Board.

E) **Abatement Performance Monitoring Process.** Entities meeting qualification criteria outlined above must enter into a Memorandum of Understanding with the Decatur Macon County Enterprise Zone through its Enterprise Zone Administrator, outlining projected job creation and/or job retention, and capital investment for

the eligible Office/Knowledge-based, Warehouse/Distribution/Logistic(s) and Industrial/Manufacturing-based projects or documentation that minimum increases in equalized assessed valuation have been met for eligible retail, restaurant, hotel/motel and commercial projects, and said Administrator is hereby authorized to enter such agreements on behalf of the Decatur Macon County Enterprise Zone.

1) Entities receiving property tax abatement for eligible Office/Knowledge-based, Warehouse/Distribution/Logistic(s) and Industrial/Manufacturing-based projects must agree to maintain a minimum of 90% of the employment levels at that location as described in the Memorandum of Understanding for the term of abatement. At the discretion of the Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, failure to maintain a minimum of 90% of the employment levels during the agreement period may result in the immediate termination of remaining abatement and/or the pro-rata repayment of previously abated real property taxes to the applicable taxing districts.

2) Entities receiving property tax abatement for eligible retail, restaurant, hotel/motel and commercial projects must provide documentation of increased assessed valuation as a result of the project in the form of a Notice of Assessment Change from the Macon County Supervisor of Assessment's Office or similar documentation as deemed appropriate by the Decatur Macon County Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board.

3) The Administrator of the Decatur Macon County Enterprise Zone will annually monitor the performance of the eligible recipients of property tax abatement in order to ensure that job and investment projections as well as changes in equalized assessed valuation outlined in the Memorandum of Understanding are being met.

4) The Administrator of the Decatur Macon County Enterprise Zone, with advice and consent of the Enterprise Zone Advisory Board, may elect to waive enforcement of any performance measures outlined in the Memorandum of Understanding based on a finding that the waiver is necessary to avert an imminent, demonstrable, and material hardship to the entity that may result in such entity's insolvency or discharge of workers.

5) Upon the effective date of this agreement, all incentives and benefits previously offered and in effect in the Decatur Macon County Enterprise Zone #39 expiring July 1, 2016, shall continue for the term of the newly

designated Decatur Macon County Enterprise Zone, subject to certification of said Zone by the Department, for the following groups:

a) Business enterprises which are receiving benefits or incentives in the Decatur Macon County Enterprise Zone on the effective date of this designating ordinance;

b) Business enterprises or expansions which are proposed or under development on the effective date of this designating ordinance:

i) if the business enterprise demonstrates that the proposed business enterprise or expansion has been committed to locating or expanding in the zone; or

ii) Substantial or binding financial obligations have been made; and such commitments have been made in reasonable reliance on the benefits and programs which would have previously been available because of the enterprise zone.

F) **LOCAL LABOR CONTENT.** As part of a taxpayer's request to receive property tax abatement for a qualified project as described in Section 2 above which will result in building construction, renovation or rehabilitation costs of $4 million ($4,000,000) or more, said taxpayer and/or their contractors will be required to submit a local labor utilization plan. The local labor utilization plan should provide for:

- The equitable opportunity for local labor contractors to submit bids for the skilled craft work required by the project;
- The taxpayer's planned efforts for utilization of at least 75% local labor by any non-local contractors who are awarded work related to the construction of said project.

Said taxpayer may request a waiver of the local labor utilization plan if any of the following conditions apply:

- Certain resources are not sufficiently available in the local labor market area;
- An awarded bid to a lower cost resource provider requires the use of non-local labor in order meet bid requirements; or
- The use of non-local labor results from requirements associated with any applicable governmental funding for the project.
- Conflicting obligations exist relative to any contracts or other agreements to which taxpayer is a party or with other policies or programs that may be in effect from time to time.

Local labor is defined as any worker whose primary legal residence is located within the Local Labor Market Area as established for the Decatur Macon County Enterprise Zone designation application.

Said taxpayer will provide such documentation of local labor utilization to the Decatur Macon County Enterprise Zone Administrator along with information supporting any waiver requests upon completion of the project. The Administrator will review submitted information and may conduct additional inquiry to support making a recommendation to the Enterprise Zone Advisory Board regarding whether the taxpayer and/or their contractors have met the requirements of this Section. Although contingent property tax abatement approval may be granted by the Zone Administrator prior to the beginning of project construction, final approval of the property tax abatement request by the Enterprise Zone Advisory Board is required before initiating the Memorandum of Understanding.

The Decatur Macon County Enterprise Zone Administrator will present all disputes and/or appeals concerning the local labor utilization clause of this Ordinance to the Enterprise Zone Advisory Board for final resolution.

SECTION IV – ENTERPRISE ZONE ADVISORY BOARD

A) Duties. The Enterprise Zone Advisory Board will perform the following duties with respect to the Enterprise Zone:

1) Implement, monitor and update established goals and objectives.

2) Establish procedures for the operation and management of the Zone, including appeals processes, and recommendations and advice on policies for the operation and management of the Zone and the administration and enforcement of the Ordinance.

3) Report to the Designating Units of Government and other participating taxing bodies, on an annual basis with respect to Zone activities, performance, policies and procedures.

4) Prepare and distribute to the Designating Units of Government and participating taxing bodies an annual report for the Zone.

5) Develop and implement a marketing program to inform local businesses and industries, as well as out of town prospects, about the Zone and its incentive programs.

6) Coordinate Enterprise Zone programs and activities with the various other planning, economic development and community development entities in the area.

7) Provide the necessary reporting data to the Illinois Department of Commerce and Economic Opportunity and the Illinois Department of Revenue.

8) Perform other functions and duties as may be stipulated by future amendments to the Agreement by the Parties above or by the Act.

B) **Membership.** The Enterprise Zone Advisory Board shall be comprised of the Board of Directors of the Economic Development Corporation of Decatur and Macon County, herein after referred to as "the EDC", including ex-officio members and the President of the EDC in his or her capacity as Zone Administrator.

1) **Terms of Membership.** The terms of membership for Zone Advisory Board members shall serve during their respective terms on the EDC Board of Directors, or in the case of elected officials, during their respective term in office.

2) **Elections.** The Enterprise Zone Advisory Board shall have the same officer designations as the Board of Directors of the EDC. These positions are elected on bi-annual basis during the appropriate EDC Annual Meeting and are titled Chairman, Vice Chairman and Secretary/Treasurer. Each member shall have one vote for election purposes and for any and all matters upon which the Board must vote; except the Chairman, who shall not have a vote except in the case of a tie. A simple majority of the membership of the Zone Advisory Board present and accounted for at any meeting shall constitute a quorum. A simple majority of the voting members present at any meeting (assuming a quorum is achieved) shall be required for action upon any item brought before the Board for a vote.

3) **Compensation.** Zone Advisory Board members shall serve without compensation.

4) **Staff.** The Zone Administrator shall serve as advisor and staff to the Zone Advisory Board in order to assist in carrying out its functions and duties.

5) **Conflict of Interest.** Any voting member of the Enterprise Zone Advisory Board who has a direct or an implied conflict of interest must abstain from voting on matters before the Advisory Board and their request(s) for abstention will be recorded in the minutes for the Board.

SECTION V - ENTERPRISE ZONE ADMINISTRATOR

A) **Zone Administrator**. The President of the Economic Development Corporation of Decatur and Macon County shall be the Zone Administrator.

B) **The Duties and Responsibilities** of the Zone Administrator shall be as follows:

1) **Administration; Project Eligibility**. The Zone Administrator shall administer and enforce the Ordinance, and operate and manage the Zone. All appeals from any decisions or determination of the Zone Administrator shall be taken to the Enterprise Zone Advisory Board.

2) **Records.** The Zone Administrator shall maintain records associated with Zone activities and projects and necessary for the preparation of reports required by the State of Illinois and the Enterprise Zone Advisory Board.

3) **Report Preparation.** The Zone Administrator shall prepare all reports required by the State of Illinois.

4) **Advisor and Staff to the Enterprise Zone Advisory Board.** The Zone Administrator shall serve as advisor and staff to the Enterprise Zone Advisory Board. Said Administrator shall prepare agendas, minutes, handle correspondence and maintain the records of the Enterprise Zone Advisory Board.

5) The Zone Administrator shall initiate and enforce all Decatur Macon County Enterprise Zone property tax abatement Memorandums of Understanding between eligible taxpayers and said Administrator as outlined above.

6) The Administrator may also enter into other Enterprise Zone agreements as may be required from time to time, at the direction of the Enterprise Zone Advisory Board and the parties to this agreement, or as may be required by the Act.

SECTION VI - ZONE MANAGEMENT COSTS AND OPERATION

A) Staff salary and fringe benefits of the Zone Administrator shall be determined and paid by the EDC as part of his or her responsibilities as CEO/President of the EDC.

B) Operating expenses for the administration of the Zone may include, but are not limited to:

1) Expenses related to promoting the Zone, e.g., brochure production and dissemination, television and newspaper advertising, workshops, presentations and travel.

2) Clerical, copying, printing, postage and minor equipment expenses associated with Zone Advisory Board meetings, activities of the Zone Advisory Board and reporting to the State of Illinois.

SECTION VII – ADMINISTRATOR SUCCESSION PROCESS. The agreement between the City of Decatur, on its own behalf and on behalf of the Designating Units of Governments, and the EDC, by which the EDC shall contract to act in the various capacities previously set forth herein, is expected to contain a provision authorizing the termination of said agreement, without cause, by either party upon notice to the other. In the event that the City of Decatur or the EDC elects such a termination prior to the expiration of this Intergovernmental Agreement, said termination shall not under any circumstances be construed as terminating this agreement. The parties to the agreement expressly agree that in that circumstance, this agreement shall remain in full force and effect and the parties hereto agree that they shall, in that event, designate, by majority vote, another entity, board or body to take over the duties of the EDC with regard to the Zone, or the Designating Units of Government shall create a means or mechanism for the election of a Zone Advisory Board and a Zone Administrator, which shall be adopted by a vote of the majority of the Designating Units.

SECTION VIII – NO TAX LEVY OBJECTION. Taxpayers receiving Decatur Macon County Enterprise Zone property tax abatement under the terms and conditions of above must agree that they shall not file an objection to the real estate property taxes levied on the Site and/or Facilities. In the event any real estate property tax protest or objection is filed for the subject property, the Enterprise Zone property tax abatement for the subject property shall automatically terminate.

SECTION IX – NO ASSIGNMENT OR TRANSFER. Decatur Macon County Enterprise Zone property tax abatement shall be specifically granted to the applicant and may not be assigned to or transferred without the written consent of the Decatur Macon County Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, on behalf of the taxing bodies. In the event that the applicant desires to transfer or assign any or all of its ownership of the subject property where the business is located thereon, the transferee shall submit a written request to the Decatur Macon County Enterprise Zone Administrator requesting transfer of the abatement to the new owner for the time remaining on the abatement.

The Decatur Macon County Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, shall review the taxpayer's request to transfer said abatement, and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions outlined above and the applicable MOU. The Decatur Macon County Enterprise Zone Administrator shall notify the affected taxing bodies that such a request has been made and the action taken by the Administrator to address the transfer request.

SECTION X – TAX INCREMENT FINANCING DISTRICT OR REDEVELOPMENT AREA OVERLAY. In the event that a Tax Increment Financing (TIF) District or redevelopment district or project area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the

Illinois Municipal Code, and said redevelopment project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designating ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as above, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, then the property that is located in both the enterprise zone and the redevelopment project area shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code.

SECTION XI – LOCAL SOURCING STATEMENT. In addition to Section III F above, the Designating Units of Government encourage companies receiving Enterprise Zone benefits, as provided herein, to utilize local labor and to purchase building materials locally.

SECTION XII – EFFECTIVE DATE. This Agreement shall be in effect from the date of and after its passage, approval and recording and upon certification of the new Enterprise Zone designation by the Illinois Department of Commerce and Economic Opportunity, according to law. Failure to receive certification of the Zone by the Department will render this Agreement null and void.

SECTION XIII – COMPLIANCE WITH OTHER LAWS. Neither the passage of this Agreement nor the establishment of an Enterprise Zone shall excuse compliance with other applicable laws, ordinances or regulations, unless expressly superseded by the Agreement or the Enterprise Zone Act. Any development undertaken pursuant to the creation of the Enterprise Zone shall be performed in full compliance with all applicable laws and processes.

SECTION XIV – REASONABLE ACTION. For matters related to the operation, amendment or modification of the Decatur Macon County Enterprise Zone which will result in job creation, retention or capital investment within the boundaries or proposed boundaries of the Zone that, by statute, require the approval of the Designating Units of Government, the parties of this Intergovernmental Agreement stipulate and concur that said approval shall not be unreasonably withheld by any of said Designating Units of Government.

This agreement is made as of the year and day first above written.

City of Decatur

By: _____
Mayor

County of Macon

By: _____
County Board Chairman

Village of Mt. Zion

By: Donald R. Robinson Jr.
Mayor

Village of Forsyth

By: Marilyn J. Johnson
Mayor

Village of Long Creek

By: Cheryl A. Smith
President

SUBJECT: Resolution Authorizing the Purchase of Eighteen (18) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems

ATTACHMENTS:

Description	Type
Fire Department Memorandum 2021-11 Opticom 2021 Purchase	Cover Memo
Resolution Authorizing the Purchase of Fifteen (18) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems	Resolution Letter

D E C A T U R F I R E D E P A R T M E N T
MEMORANDUM
2021-11

DATE: October 4, 2021

MEMO: 2021-11

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Purchase of eighteen (18) Opticom GPS Intersection Radio Units and accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems.

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the attached Resolution authorizing the Mayor and City Clerk to purchase 18 Opticom devices from Traffic Control Corporation located in Woodridge, Illinois.

BACKGROUND:

The fire department began using Opticom Traffic Preemption Systems in 2019 at select intersections around the City. The department had more devices installed in 2020 to bring the number of intersections controlled by Opticom to 19. The goal, as stated in the 2020 budget, was to have the devices installed at 50 intersections. Once this purchase, and installation, is complete, there will be 37 intersections with Opticom.

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

INPUT FROM OTHER SOURCES: Jeff Abbott, Fire Chief, Jim Ohl, Deputy Fire Chief

STAFF REFERENCE: Jeff Abbott, Fire Chief

BUDGET/TIME IMPLICATIONS: Funding included in the 2021 budget.

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE PURCHASE OF EIGHTEEN (18) OPTICOM GPS INTERSECTION RADIO UNITS AND ACCESSORIES FROM TRAFFIC CONTROL CORPORATION FOR EMERGENCY VEHICLE PREEMPTION SYSTEMS

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

Section 1. That the quotation presented to the City Council, herewith Exhibit A, from Traffic Control Corporation for the purchase of eighteen (18) Opticom GPS Intersection Radio Units and Accessories for the Emergency Vehicle Preemption systems, in the total amount of $113,067.00, and the same is hereby, received, placed on file and approved.

Section 2. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Traffic Control Corporations, for their bid price of $113,067.00.

PRESENTED AND ADOPTED this 4th day of October 2021.

_____
Julie Moore Wolfe, MAYOR

ATTEST:

_____
CITY CLERK

TRAFFIC CONTROL CORPORATION
10435 ARGONNE WOODS DRIVE
WOODRIDGE, IL 60517
P: 630-543-1300 F: 630-543-5050

QUOTATION

Number 640378

To: DECATURFD
DECATUR FIRE DEPARTMENT
1415 N. WATER STREET
DECATUR IL 62526
USA

Attn: JEFF ABBOTT
Email:
Phone: **Fax:**

Quote Date: 9/14/2021 **Expires:** 10/14/2021
Terms: NET 30 BASED ON APPROVED CREDIT
FOB: DESTINATION-FRT INCLUDED
Salesperson: ANDRE SANTOS
Email: AS@TCC1.com
Phone: (630) 361-2113

Letting Date:
Book / Call / Item:
Contract No:

Location: CITY OF DECATUR FIRE DEPARTMENT
Description: OPTICOM GPS EMERGENCY VEHICLE PREEMPTION

PRICES ARE FOR MATERIAL ONLY - NO INSTALLATION OR ON-SITE ASSISTANCE INCLUDED

Part Number / Description	Unit Price	Qty/UM	Net Price
F57140. GPS INTERSECTION RADIO UNIT, OPTICOM 3100: 76-1000-1189-0 BUY 5 GET 1 FREE PROMOTION SPR	2,841.00	15.00 EA	42,615.00
F60386. PHASE SELECTOR, MULTIMODE, OPTICOM 764: GTT, 76-1000-1054-0 BUY 5 GET 1 FREE PROMOTION SPR	2,946.00	15.00 EA	44,190.00
F67820 CARD RACK WITH P1 HARNESS ASSEMBLY, OPTICOM 760: GTT, 78-8114 -5300-6	334.00	18.00 EA	6,012.00
F71286 GPS INSTALLATION CABLE 500ft, OPTICOM 1070: GTT, 78-8125-0421-1	580.00	18.00 EA	10,440.00
F88336 MULTIMODE AUXILIARY INTERFACE PANEL (AIP), OPTICOM 768: GTT, 76-1000-1059-0	545.00	18.00 EA	9,810.00
F57140. GPS INTERSECTION RADIO UNIT, OPTICOM 3100: 76-1000-1189-0 FREE UNIT FROM BUY 5 GET 1 FREE	0.00	3.00 EA	0.00
F60386. PHASE SELECTOR, MULTIMODE, OPTICOM 764: GTT, 76-1000-1054-0 FREE UNIT FROM BUY 5 GET 1 FREE	0.00	3.00 EA	0.00

Item Total:	113,067.00
Misc Charges and Adjustments:	0.00
Quote Total:	**113,067.00**

Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order. Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.

DATE: 9/28/2021

MEMO: 2021-77

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for the 2021 Manhole Rehabilitation Project, City Project 2021-14

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution approving a contract in the amount of $132,715.00 for the 2021 Manhole Rehabilitation Project, City Project 2021-14, with Culy Contracting, LLC 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:
Sanitary Sewer Priorities
Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. **Critical Large Diameter Sewer Rehabilitation.**
2. **Sanitary Sewer Overflows Due to Inflow and Infiltration.**
3. **System Operation and Maintenance**
4. **Small Diameter Sewer Rehabilitation**

The 2021 Manhole Rehabilitation Project primarily addresses priority number 4 by repairing deteriorated sanitary manholes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2021 Manhole Rehabilitation Project
The City has over 7,400 manholes within its sanitary sewer collection system. The manholes provide access for maintenance. Historically, manholes were constructed of bricks which have deteriorated over the past 50-100 years. Precast concrete is current best practice used in manhole construction now.

The 2010 Manhole Rehabilitation Project is to repair structural deficiencies with a minimum disruption to service, disturbance to the surface, and budget impact. Structural deficiencies within manholes include

missing grout and bricks, broken or missing concrete, voids/holes with soil visible and active inflow & infiltration of ground water.

This manhole rehabilitation process involves the application of a sprayable grout called "gunite" which is specially formulated for the reconstruction of manholes. The grout lining is installed at a designed strength and thickness for the diameter and surface loading of each manhole in order to provide full structural rehabilitation. Prior to the application of the gunite the manhole is power washed, and all voids and active infiltration is plugged. The gunite process takes a fraction of the time, disturbance, and cost of digging up and replacing the entire manhole.

The 2021 Manhole Rehabilitation Project will line approximately 458 vertical linear feet at 36 locations focusing primarily on brick manholes. The work also includes cleaning, liner testing, and necessary traffic control.

Project Bid Review
The project plans and specifications were prepared by City Engineering staff. The project was advertised September 1, 2021 and bids were opened on Wednesday, September 22, 2021. The results for the letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over (-Under)
Culy Contracting, LLC	**$132,715.00**	**(-32.57%)**
E.L. Pruitt Company	$185,338.00	(-5.84%)
Dukes Root Control, Inc	$244,930.00	24.44%
Structured Solutions	$265,687.00	34.98%
Petersburg Plumbing and Excavation	$298,691.00	51.75%
National Power Rodding	$309,425.00	57.20%
Engineer's Estimate	**$196,830.00**	**--------**

Seven contractors took out bid packets for the 2021 Manhole Rehabilitation Project and six contractors turned in proposals for the project. Culy Contracting, LLC provided the lowest, qualified bid at 32.57% below the engineer's estimate. Culy Contracting, LLC focuses on water and sewer construction and specialized in manhole rehabilitation. Although based out of Winchester, Indiana, Culy Contracting has successfully completed manhole rehabilitation services for City projects in the past.

The 2021 Manhole Rehabilitation project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Culy Contracting, LLC, to perform the 2021 Manhole Rehabilitation Project.

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be purchase of goods, material and equipment to Minority Business Enterprises.
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for City projects. Culy Contracting, LLC will be self-performing all of the work for this project and will not be using any subcontractors. They will adhere to the goal that 18% of total project hours be performed by minority workers.

PRIOR COUNCIL ACTION:
The City Council approved the FY 2021 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

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

INPUT FROM OTHER SOURCES:
None

LEGAL REVIEW: The Legal Department reviewed project plans and specifications on August 18, 2021.

SCHEDULE: The project will begin in October and is to be completed December 15, 2021.

STAFF REFERENCE: Matthew Newell, Public Works Director, and Paul Caswell, City Engineer. Matthew 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 Sewer Fund. The recommended low bid amount is $132,715.00. The Sewer Fund is supported by sanitary sewer user fees.

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 Culy Contracting, LLC for 2021 Annual Manhole Rehabilitation Project, City Project 2021-14	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CULY CONTRACTING, LLC FOR 2021 ANNUAL MANHOLE REHABILITATION PROJECT CITY PROJECT 2021-14

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

Section 1. That the tabulation of bids received for City Project 2021-14, 2021 Annual Manhole Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Culy Contracting LLC, in the amount of $132,715.00 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 Culy Contracting attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $132,715.00.

PRESENTED and ADOPTED this 4th day of October 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2021 ANNUAL MANHOLE REHABILITATION PROJECT

CITY PROJECT 2021-14

SEPTEMBER 2021

a project of the

CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

FOR BIDDING

CITY OF DECATUR
2021 MANHOLE REHABILITATION PROJECT

Julie Moore Wolfe, Mayor

	Pat McDaniel
Bill Faber	Lisa Gregory
David Horn	Chuck Kuhle

Scot Wrighton ..... City Manager
Wendy Morthland ..... Corporation Counsel
Kim Althoff ..... City Clerk
Gregg Zientara ..... City Treasurer
Matthew Newell ..... Public Works Director

CITY OF DECATUR

2021 MANHOLE REHABILITATION PROJECT

CITY PROJECT 2021-14

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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 ***11:30 A.M., Wednesday, September 22, 2021,*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2021 MANHOLE REHABILITATION PROJECT

CITY PROJECT 2021-14

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

The proposed improvement, 2021 Manhole Rehabilitation Project, designated as City Project 2021-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, frame and casting replacement, cleanup, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID** will be held by ***CONFERENCE CALL ONLY*** on **Wednesday, September 8, 2021, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	**City of Decatur**
Plans & Portals	**Engineering Division**
Public Projects	**#1 Gary K. Anderson Plaza**
DFS Public Plan Room	**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.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.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 period 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 percent (10%) of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   (2) Eighteen percent (18%) 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 1, 2021
Date Advertised

Matthew C. Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **2021 Manhole Rehabilitation Project**

City Project No.: **2021-14**

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 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. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**

5. All bidders who desire to be present at the bid opening may wait in the Civic Center first floor meeting room.

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).

INFORMATION FOR BIDDERS

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 himself 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.

INFORMATION FOR BIDDERS

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 addressed to Matthew C. Newell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, 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, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), 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. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

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.

INFORMATION FOR BIDDERS
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. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform **18%** 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 2% Bonus based on the final contract amount up to 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, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

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
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

BID PROPOSAL

RETURN WITH BID

For Construction of: **2021 Manhole Rehabilitation Project**

City Project No.: **2021-14**

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.

BID PROPOSAL

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.

BID PROPOSAL

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	9/9/2021	JH

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	N/A none exist	N/A none exist
2.		
3.		
4.		

RETURN WITH BID

DATE September 22 **, 2021**

(If an Individual)
Signature of Bidder _____ (SEAL)

Tax ID #: _____

Business Address &
Email Address _____

_____

(If a Co-Partnership)
Firm Name _____ (SEAL)

By: _____

Business Address &
Email Address _____

_____

Names of All
Members of Firm _____

_____

(If a Corporation)
Corporate Name Culy Contracting LLC (SEAL)

By: _____
Vice-President

Business Address &
Email Address 5 Industrial Park Drive, Winchester, IN 47394

Jacob.hart@culycontracting.com

Names of Officers Doreen M. Culy
President

Mark Schildmeier
Secretary

Mark Schildmeier
Treasurer

Attest: _____
Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2021 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2021-14

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	CEMENTITIOUS LINER, 1.5" THICK	V.L.F.	433.0	$150.00	$64,950.00
2	CEMENTITIOUS LINER 2.0" THICK	V.L.F.	25.0	$165.00	$4,125.00
3	SAMPLE MATERIAL TESTING	EACH	10	$80.00	$800.00
4	VACUUM TEST	EACH	36	$100.00	$3,600.00
5	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	EACH	10	$2,300.00	$23,000.00
6	MANHOLE CHIMNEY SEAL	EACH	36	$240.00	$8,640.00
7	BENCHWALL TO BE CONSTRUCTED	EACH	19	$400.00	$7,600.00
8	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	L.S.	1	$20,000.00	$20,000.00
				TOTAL BID	$132,715.00

TOTAL BID IN WORDS One Hundred Thirty Two Thousand Seven Hundred Fifteen Dollars

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	September 22, 2021	Project Title:	2021 Manhole Rehabilitation Project
Total Contract Value:	$132,715.00	Project Number:	2021-14

Section I: Prime Contractor Information

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jacob Hart

Email: jacob.hart@culycontracting.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
N/A none exist				
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

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

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

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

Section V:

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

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

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

Signature of Prime Contractor

September 22, 2021
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:	September 22, 2021	Project Title:	2021 Manhole Rehabilitation Project
		Project Number:	2021-14

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jacob Hart

Email: jacob.hart@culycontracting.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)

John M Culy
Signature of Prime Contractor

September 22, 2021
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

September 22, 2021
Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

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

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	September 22, 2021	Project Title:	2021 Manhole Rehabilitation Project
Total Contract Value:	$132,715.00	Project Number:	2021-14

Section I: Prime Contractor Information

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jacob Hart

Email: jacob.hart@culycontracting.com

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% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** 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

September 22, 2021
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: _____

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

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Indiana)
) ss
COUNTY OF Randolph)

Doreen M. Culy, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Culy Contracting LLC, 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: Doreen M Culy

Title President

Subscribed and sworn to before me this 22nd day of September, 2021.

(SEAL)

STEPHEN HINKLE, Notary Public
Randolph County, State of Indiana
My Commission Expires December 9, 2022

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.

City of Decatur, Illinois **Contract Bond**

Project 2021 Manhole Rehabilitation Project

Project Number 2021-14

We. Culy Contracting, LLC PO Box 29 Winchester, IN 47394

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

as PRINCIPAL. and United Fire & Casualty Company, Inc. PO Box 73909 Cedar Rapids, IA 52407

as SURETY.

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

10% of bid amount

Dollars (10% of bid amount), 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 22nd day of September A.D. 2021

PRINCIPAL

Culy Contracting LLC
(Company Name)

By: Doreen M Culy President
Doreen M. Culy (Signature & Title)

Attest: Aaron Anderson
Aaron Anderson (Signature & Title)

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ~~ILLINOIS,~~ Indiana
COUNTY OF Randolph

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

Doreen M Culy; Aaron Anderson

(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 10th day of September A.D. 2021

My commission expires 12-9-2022

Notary Public (SEAL)

SURETY

United Fire & Casualty Comapny, Inc.
(Name of Surety)

By: Melissa Propst
(Signature of Attorney-in-Fact)
Melissa Propst

STATE OF ~~ILLINOIS,~~ Kentucky
COUNTY OF Oldham

I, Karen S. Basham, a Notary Public in and for said county, do hereby certify that

Melissa Propst

(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 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 7th day of September A.D. 2021

My commission expires 01-23-2023

Notary Public (SEAL)

CITY OF DECATUR

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

Attest:

Kim Althoff, City Clerk

City of Decatur, Illinois

Clerk

Julie Moore Wolfe, Mayor

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

BENJAMIN P DYCUS, KENNY ALBERT, STEVEN M BAAS, MELISSA PROPST, ADAM HARRIS ADAM BURDEN, LAKALA CARTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 21st day of June, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of June, 2021

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 21st day of June, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2022

Patti Waddell
Notary Public
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 22nd day of September, 2021.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

Explanation of Minority Business Enterprise Waiver Request

Project: 2021 Manhole Rehabilitation Project
Project Number: 2021-14
Owner: City of Decatur, Illinois

Culy Contacting LLC. is based out of Winchester, IN that will make every effort to utilize other WBEs, MBEs, and EBEs if possible; however, for the above reference project, there are no subcontracting opportunities that exist.

Culy Contracting LLC will be able to adhere to the 2nd goal stating: *"Minority workers should perform 18% of the total hours worked."*

We sincerely ask that you waive the first goal of the Minority Participation Program stating: *"If subcontracting opportunities are available, 10% of the total dollar amount of the contract should be performed by Minority Business Enterprises."*

Due to the nature of this job, Culy Contracting LLC will perform 100% of the contract.

Sincerely,

Culy Contracting LLC

5 Industrial Park Drive P.O. Box 29 Winchester, Indiana 47394
Phone: 765-584-8509
www.culycontracting.com
Fax: 765-584-8060

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

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

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

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

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

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

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** 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

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

CONTRACT

THIS CONTRACT, made and entered into this 4th of October, 2021, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Culy Contracting, LLC, 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 **"2021 MANHOLE REHABILITATION PROJECT", CITY PROJECT 2021-14,** 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 December 20, 2021.**

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	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Performance Bond	Project Drawings
Non-Collusion Affidavit	Special Provisions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Appendix(s)
Addenda No 1 dated 9/9/2021	

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. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. 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 for the Contractor, and three copies for the Owner.

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____
CITY CLERK MAYOR

CULY CONTRACTING, INC.

_____ By _____
SECRETARY (Corporate Seal) PRESIDENT

City of Decatur, Illinois

Contract Bond

Project 2021 Manhole Rehabilitation Project

Project Number 2021-14

We, Culy Contracting, LLC

5 Industrial Park Drive, Winchester, IN 47394

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

as PRINCIPAL. and _____

_____ as SURETY.

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

One Hundred Thirty-Two Thousand, Seven Hundred Fifteen and 00/100----------

---------- Dollars ($132,715.00), 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 4th day of October A.D. 2021

PRINCIPAL

Culy Contracting, LLC
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF INDIANA,

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)

STATE OF _____,

(SEAL)

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 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 4TH day of October, A.D. 2021

Attest:

_____
Kim Althoff, City Clerk

City Clerk

City Council
City of Decatur, Illinois

_____
Julie Moore Wolfe, Mayor

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2021 ANNUAL MANHOLE REHABILITATION PROJECT
CITY PROJECT 2021-14
DATED SEPTEMBER 2021**

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated September 9, 2021, 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 PROPOSAL

2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on September 8, 2021.

AD-1-3 City of Decatur Technical Specifications – Section 1 Cementitious Lining of Manholes

3.01 The following shall be ~~removed~~ and **added** from Section 2.00 Products.

2.05 Cement Lining Material
3. Approved Products and Manufactures
f. MS-10,000 with ConShield, Manufactured by AP/M Permaform.

2.06 Manhole Chimney Seal
3. Approved Products and Manufactures
e. Flex-Seal Utility Sealant, manufactured by Sealing Systems, Inc.
f. Chimney Guard, manufactured by Quadex,

Please make the proper acknowledgment of **addenda #1** on page **15** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer: _____ Date: September 9, 2021

Pre-bid Meeting Minuites
for

2021 Annual Manhole Rehabilitation Project
City Project 2021-14

Conference Call
1-888-450-5996
Passcode: 133891
10:00 a.m. Wednesday, September 8, 2021

I. Introductions

Paul Caswell provided introductions. Please send all question and interpretations to Chad Larimore at clarimore@decaturil.gov

II. Project Review

The proposed improvement, 2021 Manhole Rehabilitation Project, designated as City Project 2021-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, frame and casting replacement, cleanup, and traffic control.

A. Project focus is brick manholes
B. Casting Replacement

III. Minority Participation Goals for Public Works Contracts – City Code Chapter 28, Article 10

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. Minority Business Enterprise Goal: 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.

   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. E****mail requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.***

   The City ***does not*** *require documented contacts for the purchase of goods, materials and equipment.*

   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.

   a. Bonus: 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 ePrismSoft and prevailing wage reports when required.

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. 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.

Questions:

1: Does the bonus qualify if the general contractor is a Minority Business Enterprise.
Answer: yes

Pre-Bid Sign-In Sheet

2021 Annual Manhole Rehabilitation Project

2021-14

Wednesday, September 8, 2021 at 10:00 a.m., Conference Call

Name ---------- Email Address	Representing	Phone Number ---------- Fax Number
Leyton Peavler	Culy Contracting	765-393-7654
E: Leyton.peavler@culycontracting.com		
Aaron Green	EL Pruitt	217-789-0966
E: Agreen@elpruitt.com		
Todd Shobayo	National Power Rodding	312-666-7700
E: tshobayo@nationalpowerrodding.com		
Dean Monk and Dan	Dukes	602-725-2794
E: dmonk@dukes.com		
Chad Larimore	City of Decatur	217-424-2747
E: Clarimore@decaturil.com		
Paul Caswell	City of Decatur	217-424-2747
E: pcaswell@decaturil.com		
Katie Kinney	Kinney Contractors	217-229-3322
E: kinney@roadbuilder.net		
Jon Moore	Structure solutions	317-697-2024
E: jmoore@STRUCTURESOLUTIONS.US		
Mickey Mann	Petersburg plumbing/Henson Robinson	217-321-0036
E: micky@henson-robinson.com		
Jim Niemuth	Pan-Oceanic Inc.	773-601-8408
E: jniemuth@panoceanicinc.com		

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).

SUBJECT: Resolution Authorizing Acceptance of Grant Agreement HOME Investment Partnership-ARP

ATTACHMENTS:

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

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-33

October 4, 2021

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Authorization to accept HOME ARP Grant Agreement

RECOMMENDATION: Staff recommends accepting grant funds in the amount of $1,497,384 in HOME Investment Partnership funding- American Rescue Plan (HOME-ARP).

BACKGROUND: In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Revitalization Division develops an Annual Action Plan. The City Council reviewed and approved the CDBG and HOME funds during the adoption of the City's FY21 budget. Staff was later notified that additional funds would become available through the American Rescue Plan. An amendment will be added to the existing FY21 plan to include the recommended projects utilizing these funds.

The HOME-ARP provides funding to 1) production preservation of affordable housing, 2) Tenant-Based Rental Assistance (TBRA), 3) Supportive Services, Homeless Prevention Services, and Housing Counseling, and 4) Purchase and development of non-congregate shelters. 5) Five percent will be used for administration of the grant.

HUD is in the process of developing the complete guidance for administering these funds.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle L. Dunbar, Assistant Director, at 424-2864 or e-mail rirons@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. R2021-_____

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT AGREEMENT
HOME INVESTMENT PARTNERSHIP-AMERICAN RESCUE PLAN (HOME-ARP)

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

Section 1. That the grant and agreement of the HOME Investment Partnership-American Rescue Plan (HOME-ARP) fund, and the same are, hereby approved, adopted and placed on file.

Section 2. That the City Manager, Director and/or Assistant Director of Economic & Community Development, and the City Clerk be, are hereby recognized and directed to sign, seal and attest said Agreements, environmental reviews, and expenditures related to funds received from the U. S. Department of Housing and Urban Development on behalf of the City of Decatur.

PRESENTED AND ADOPTED this October 4, 2021.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address	2. Grant Number (Federal Award Identification Number (FAIN)	
City of Decatur 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1005	M21-MP170203	
	3a Tax Identification Number 376001308	3b. Unique Entity Identifier (formerly DUNS) 075613000
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$	
7. Current Transaction (+ or -)		$1,497,384.00
a. Administrative and Planning Funds Available on Federal Award Date	$74,869.20	
b. Balance of Administrative and Planning Funds	$149,738.40	
c. Balance of Formula Funds	$1,272,776.40	
8. Revised Obligation		$
a. Formula Funds	$	

9. Special Conditions (check applicable box)
☐ Not applicable ☐ Attached

10. **Federal Award Date (HUD Official's Signature Date)**
09/20/2021

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance
Date in Box #10 - 09/30/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
Donald G. Kathan, CPD Director	x DONALD KATHAN Digitally signed by: DONALD KATHAN DN: CN = DONALD KATHAN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development Date: 2021.09.21 20:48:09 -05'00'	09/21/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date
	x	/ /

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME ARP*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	$1,497,384.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group, Inc. for the Demolition of Vacant Buildings at 826 E. Lawrence, 1062 W. Packard, 3550 E. Chestnut and 1652 N. Water

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit A	Exhibit

COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 21-32

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: October 4, 2021

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of four (4) vacant buildings with Parkland Environmental Group, Inc. for 826 E Lawrence, 1062 W. Packard, 3550 E. Chestnut and 1652 N. Water.

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

BACKGROUND: The buildings at 826 E Lawrence, 1062 W. Packard, 3550 E. Chestnut and 1652 N. Water were put out to bid, along with seven other properties. These properties were the only demolition bids that crossed the threshold for council approval. The other seven properties are: 3530 E. Chestnut, $14,400, Hutchins Excavating; 909 N College, $12,500, Parkland Environmental; 530 W. Marietta, $10,000, Parkland Environmental; 408 S. Martin Luther King Jr. Dr., $16,000, Parkland Environmental; 680 S. Martin Luther King Jr. Dr., $14,700, Parkland Environmental; 874 W. Packard, $12,000, Parkland Environmental; and 1128 N. VanDyke, $12,500, Parkland Environmental.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Debbie Perry, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL GROUP, INC. FOR
THE DEMOLITION OF VACANT BUILDINGS AT
826 E. LAWRENCE, 1062 W. PACKARD
3550 E. CHESTNUT AND 1652 N. WATER

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

Section 1. That the tabulation of bids received for the demolition of the vacant buildings at 826 E Lawrence, 1062 W. Packard, 3550 E. Chestnut and 1652 N. Water, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental Group, Inc. in the amount of $23,200 for 826 E. Lawrence; $23,500 for 1062 W. Packard; $30,200 for 3550 E. Chestnut and $25,350 for 1652 N. Water be hereby accepted, and purchase orders awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental Group, Inc. for their total bid price of $23,200 for 826 E. Lawrence; $23,500 for 1062 W. Packard; $30,200 for 3550 E. Chestnut and $25,350 for 1652 N. Water.

PRESENTED and ADOPTED this 4th day of October 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

Project Name:	**Demolition of Property** **826 E Lawrence** **Bid Date: September 22, 2021** **Time: 9:00 a.m.**			**Parkland Environmental** Springfield, IL		**Hutchins Excavating** Decatur, IL					
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	826 E Lawrence										
	Demolition				$15,000.00		$29,950.00				
	Asbestos Cost				$8,200.00						
	Plumbing Cost						$500.00				
	Total				$23,200.00		$30,450.00				

TOTAL $23,200.00 $30,450.00

No Bid: O'Shea Builders
J.L. Sullivan Services
Lourash & Mahannah Excavation LLC
Dary Burnett
Clancy Coleman

Project Name: Demolition of Property 1062 W Packard Bid Date: September 22, 2021 Time: 9:00 a.m.				Parkland Environmental Springfield, IL		Dary Burnett Decatur IL		Hutchins Excavating Decatur, IL			
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	1062 W Packard										
	Demolition								$32,500.00		
	Asbestos Cost										
	Plumbing Cost								$500.00		
	Total				$23,500.00		$24,650.00		$33,000.00		

TOTAL $23,500.00 $24,650.00 $33,000.00

No Bid: O'Shea Builders
J.L. Sullivan Services
Lourash & Mahannah Excavation LLC
Clancy Coleman

Project Name: Demolition of Property 3550 E Chestnut Bid Date: September 22, 2021 Time: 9:00 a.m.				Parkland Environmental Springfield, IL		Hutchins Excavating Decatur IL					
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	3550 E Chestnut										
	Demolition				$18,000.00		$19,000.00				
	Asbestos Cost				$9,200.00		$9,200.00				
	Plumbing Cost				$3,000.00		$3,500.00				
	Total				$30,200.00		$31,700.00				

TOTAL $30,200.00 $31,700.00

No Bid: Dary Burnett
O'Shea Builders
J.L. Sullivan Services
Lourash & Mahannah Excavation LLC
Clancy Coleman

Project Name: Demolition of Property 1652 N Water Bid Date: September 22, 2021 Time: 9:00 a.m.				Parkland Environmental Springfield, IL		Hutchins Excavating Decatur IL					
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	1652 N Water										
	Demolition				$15,000.00		$24,500.00				
	Asbestos Cost				$10,350.00		$10,350.00				
	Plumbing Cost						$500.00				
	Total				$25,350.00		$35,350.00				

TOTAL $25,350.00 $35,350.00

No Bid: O'Shea Builders
J.L. Sullivan Services
Lourash & Mahannah Excavation LLC
Clancy Coleman
Dary Burnett

DATE: 10/4/2021

MEMO: 2021-9

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Accepting Bodine Communications Change Order #2 related to the Original Bodine Bid for Underground Fiber Construction of Fiber Extensions, Resolution #R2021-73, to Provide Decatur Public School (DPS) City Fiber Extensions to various schools using a grant DPS obtained from the State of Illinois.

SUMMARY RECOMMENDATION: City Staff recommends that City Council approve the attached Resolution authorizing Change Order Bid #2 from Bodine Electric in the amount of $680,000 for the purchase and installation of 144 strand fiber optic cable expanding the reach of the City Fiber Optic Network in the City Rights of Way to various schools as specified in the Bodine Bid by DPS staff.

BACKGROUND:
City owns, manages and maintains a 144-strand fiber infrastructure, which is a high-speed telecommunications network that provides reliable communication links to and among its own buildings and is capable of providing schools, institutions of higher education, libraries, museums, research institutions, state agencies, other units of local government, and other local entities who provide computer connection services to Decatur residents. The City is continuing to expand its fiber optic communication network throughout Decatur to connect other City buildings as well as offer better high-speed options to other interested third parties. This action will further fulfill the City's vision of extending access to City fiber in other parts of the community.

On April 19, 2021, City Council approved a State of Illinois grant funded bid from Bodine Electric to strategically extend the reach of the City Fiber Network throughout the City and further encourage interest in City Fiber as a resource. Also on April 19, 2021, City Council approved an Intergovernmental Agreement (IGA) with DPS outlining intergovernmental cooperation for an additional grant DPS was attempting to obtain to connect a subset of their schools to the City of Decatur Fiber Network. In that agreement, the City agreed to take the lead for all fiber extensions located in City rights of ways.

The pandemic year created a lot of challenges as it related to the timings of things for this project and still is. It is important to understand that even though the City approved the master bid from Bodine and got approval on the IGA from the School District and Council on the same day, the school district did not have Grant Agreement approval from the state until July 2021. Also, Bodine was not able to finalize a change order request with Bodine until 9/14/2021. If the City had waited and gotten approval for both projects at the same time it would have easily added over 30% to the project total. The Change Order Bid #2 received from Bodine takes advantage of per unit pricing secured months ago by the original bid for the

City portion of this project.

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

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

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director

BUDGET/TIME IMPLICATIONS: DPS was awarded a State of Illinois Grant in the amount of $600,000. The Bodine bid for this project came in at $680,000. DPS has obtained School Board approval to use other funding sources for the $80,000 overage in their Change Order #2 Bid. No city funds will be used for this specific project.

ATTACHMENTS:

Description	Type
Resolution Accepting Bodine Electric Change Order	Resolution Letter
Bid Exhibit	Exhibit
Resolution R2021-74	Backup Material
Intergovernmental Agreement	Backup Material

RESOLUTION NO. R_____

RESOLUTION ACCEPTING BODINE ELECTRIC CHANGE ORDER #2 RELATED TO THE ORIGINAL BID FOR UNDERGROND FIBER CONSTRUCTION OF FIBER EXTENSIONS, RESOLUTION # R2021-73, TO PROVIDE CITY FIBER EXTENSIONS TO VARIOUS DECATUR PUBLIC SCHOOL PROPERTIES, 2021 FIBER PROJECT NUMBER ITFIBER-01.

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

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

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

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

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

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

Section 2. That the Bodine Electric Bid attached as Exhibit A for $680,000 be accepted and all will be paid for directly from Decatur Public School grants/funds to Bodine.

Section 3. That the circumstances said to necessitate this change were not reasonably foreseeable at the time the contract was entered into and the change is germane to the original contract and that this change order is in the best interest of the City of Decatur.

PRESENTED AND ADOPTED this 4th day of October 2021.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

EXHIBIT A

Bodine Electric
OF DECATUR

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

September 9, 2021

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

Scope of Work

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

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

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

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

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

Bodine Electric
OF DECATUR

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

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

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

Regards,

Scott McIntyre
Project Manager

Bodine Electric
OF DECATUR

Traffic Division

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

September 9, 2021

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

Scope of Work

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

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

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

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

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

Bodine Electric
OF DECATUR

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

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

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

Regards,

Scott McIntyre
Project Manager

RESOLUTION NO. R2021-74

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND INSTALLATION OF EXTENSIONS TO THE CITY FIBER OPTIC NETWORK TO VARIOUS SCHOOL DISTRICT PROPERTIES LOCATED ON RIGHTS OF WAY BETWEEN THE CITY OF DECATUR AND DECATUR PUBLIC SCHOOL DISTRICT

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

Section 1. That the Intergovernmental Agreement for the sharing of certain costs related to extending the City Fiber Optic Network between the City of Decatur, Illinois, and Decatur Public Schools, presented to the City Council, as Exhibit A, herewith be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Intergovernmental Agreement on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 19th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND INSTALLATION OF EXTENSIONS TO THE CITY FIBER OPTIC NETWORK TO VARIOUS SCHOOL DISTRICT PROPERTIES LOCATED ON RIGHTS OF WAY BETWEEN THE CITY OF DECATUR AND DECATUR PUBLIC SCHOOL DISTRICT

WHEREAS, the City of Decatur, Illinois ("City") has received a State of Illinois Grant to extend and/or make improvements to its Fiber Optic Network located in specific City owned rights of way and as more particularly set forth in Exhibit A, attached hereto and incorporated by reference; and,

WHEREAS, the Decatur Public School District 61 ("District") has applied for a State of Illinois Grant to provide for fiber installation in addition to that planned by the City to further extend the City Fiber Optic Network in City owned rights of way as well as provide lateral connections from the fiber network to certain District properties as more particularly set forth in Exhibit A; and,

WHEREAS, Exhibit A sets forth the specific rights of way that the City and the District are each desirous of extending and that each will be financially responsible for in the construction and installation of the fiber; and,

WHEREAS, intergovernmental cooperation between the City and District is beneficial to both parties by allowing for additional fiber construction and installation in City owned rights of way, and the sharing of Fiber Optic Assets from both parties to connect District properties together, and provide connectivity to internet services from the Illinois Century Network; and,

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 Illinois Compiled Statutes 220/3 provide authority for intergovernmental co-operation; and,

WHEREAS, the City Council of the City and the Board of the District believe the addition of these Fiber Optic routes will advance education experiences in the City and will be of benefit to the health, safety, and welfare of the residents of Decatur, Macon County, Illinois.

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City and District agree as follows.

1. The City agrees to act as the Lead Agency for the fiber construction and installation on City owned rights of way project ("Project") as more particularly set forth in Exhibit A.

2. The City and District agree that that the construction and installation of the lateral connections from the fiber network to certain District properties are not included in this Agreement nor part of the Project and the City shall not be responsible for the construction, installation or maintenance of the lateral connections unless specifically provided for in a written amendment to this Agreement.

3. The responsibilities of the Lead Agency are to facilitate the Project, including causing the construction and installation of the fiber by preparing any necessary bidding and construction documents, advertising for the bidding process, awarding the contract for the project and providing construction observation.

4. All costs associated with fiber construction in City owned rights of way the City desires to extend its fiber network in and for which grant funds were received, said rights of way extensions more particularly set forth in Exhibit A will be paid from the City's State of Illinois grant funds.

5. All costs associated with fiber construction in City owned rights of way the District desires to extend the City fiber network in and for which the District is seeking grant funds, said rights of way extensions more particularly set forth in Exhibit A, will be paid from the District's State of Illinois grant funds. In the event the grant funds applied for and received are insufficient to cover the costs of the District's share of the Project, District will reduce the construction and installation of the fiber in a manner that will allow their portion of the Project to be paid for in full by District.

6. Project overhead costs will be shared on a pro-rata basis between the City and the District. Pro-rata shall be determined based on the linear foot of fiber construction and installation in City rights of way that each party is desirous of extending as more particularly set forth in Exhibit A.

7. City shall be solely responsible and shall have sole authority to determine the manner of fiber construction and installation for all work within the City right of ways without regard to which grant pays for the work.

8. District shall be solely responsible and shall have sole authority to determine the manner of fiber construction for all work establishing lateral connections to District properties from the City fiber optic endpoint located in City rights of way nearest to the District property being connected, or other connecting point as jointly agreed in writing by the City and the District.

9. District acknowledges and agrees that all fiber optic cable installed in the City rights of way will be 144 count fiber meeting the specifications set forth in the City's bid specifications and after installation will become the property of the City without regard to which party, entity or grant paid for the work.

10. City will provide District one pair of fiber for primary connection and one pair of fiber to use as a spare for a total of four fibers from the City fiber optic network to each of the District properties identified in Exhibit A to a secure location where the City's fiber is distributed.

11. District may utilize and place District owned and maintained fiber connection equipment in the City's server room location to connect District

properties. District affirmatively acknowledges that City will have no liability for the failure of District's equipment and any related causes of action that may occur as a result of such failure and affirmatively agrees to indemnify City from such. In addition, City shall have no responsibility for the maintenance, care, or upkeep of any District owned fiber connection equipment placed or located in the City's server room location. Upon sixty (60) days written notice to Superintendent of District, City may require District to remove any or all District owned fiber connection equipment in the City's server room location at District expense.

12. Following installation and Project completion the District will pay City its share of fiber maintenance fees for the utilization of the City fiber network for District property connections.

13. Liability Limits

    a. The District agrees to indemnify, defend, and hold City, its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of City's obligations, responsibilities and performance under this agreement for work performed on District property on the Project. This provision shall not require the District to indemnify the City from the City's sole gross negligence or willful misconduct.
    b. During the term of this Agreement, District shall at all times procure and maintain insurance and shall name City, its officers and employees, as an additional named insured for all insurance.

14. This agreement shall be in full force and effect upon its approval by the City and the District and shall inure to the benefit of the City and District, their successors, and assigns, until the construction and/or improvements of the Project are completed, and all related costs therefore are paid, or the project is cancelled.

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

16. This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

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

18. This Agreement is contingent upon District receiving funds from the grant currently pending with the State of Illinois for the purpose of fiber construction and extension in City rights of way.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, AND APPROVED this 13th day of April, 2021.

CITY OF DECATUR

Julie Moore Wolfe, Mayor

ATTEST:

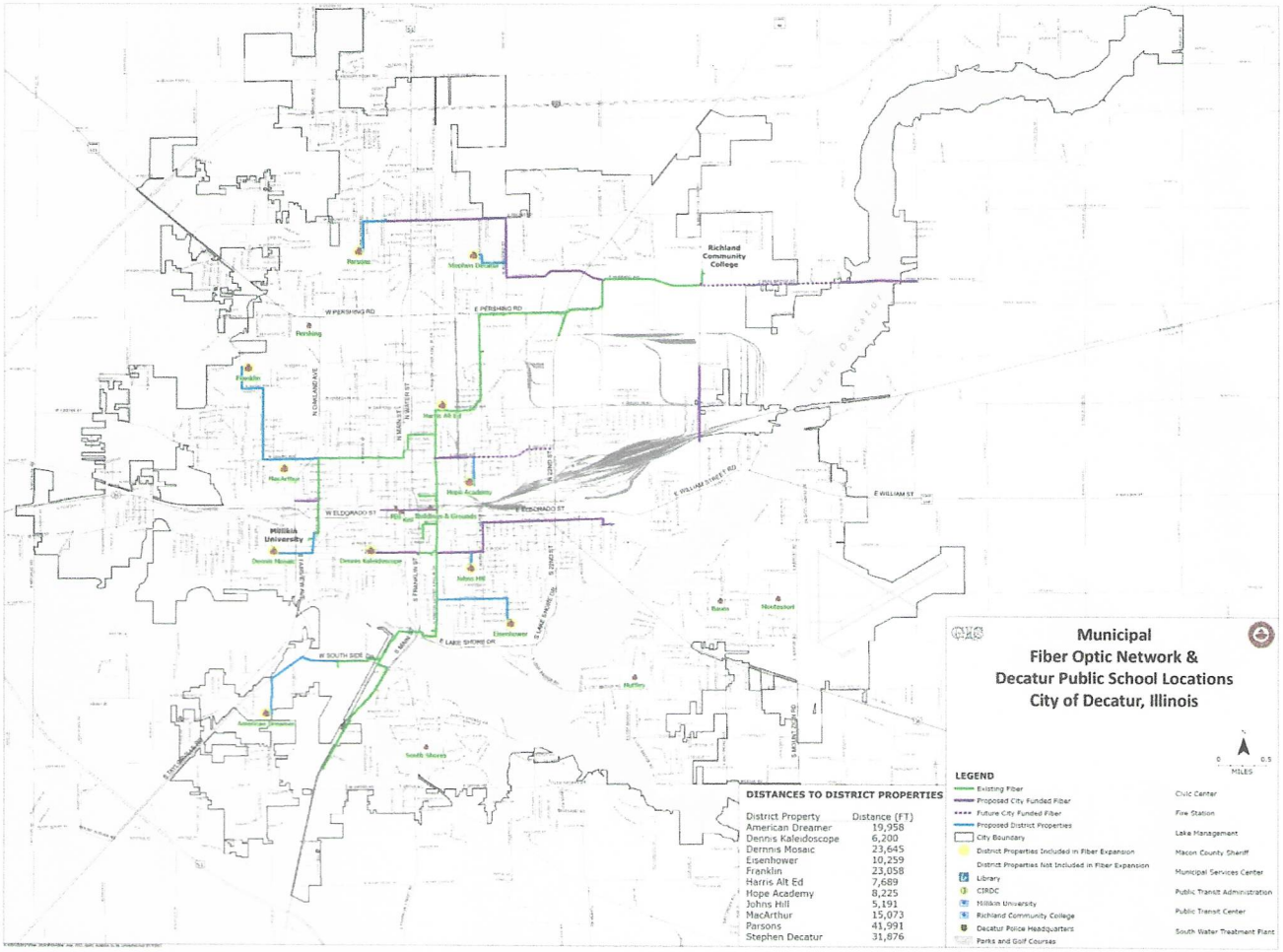
Kim Althoff, City Clerk

DECATUR PUBLIC SCHOOL DISTRICT

Beth Nolan, Board President

ATTEST:

EXHIBIT A


Municipal
Fiber Optic Network &
Decatur Public School Locations
City of Decatur, Illinois
LEGEND
Existing Fiber
Proposed City Funded Fiber
Future City Funded Fiber
Proposed District Properties
City Boundary
District Properties Included in Fiber Expansion
District Properties Not Included in Fiber Expansion
Library
CIRDC
Millikin University
Richland Community College
Decatur Police Headquarters
Parks and Golf Courses
Civic Center
Fire Station
Lake Management
Macon County Sheriff
Municipal Services Center
Public Transit Administration
Public Transit Center
South Water Treatment Plant
DISTANCES TO DISTRICT PROPERTIES
District Property Distance (FT)
American Dreamer 19,958
Dennis Kaleidoscope 6,200
Dernnis Mosaic 23,645
Eisenhower 10,259
Franklin 23,058
Harris Alt Ed 7,689
Hope Academy 8,225
Johns Hill 5,191
MacArthur 15,073
Parsons 41,991
Stephen Decatur 31,876
Richland Community College
Millikin University
E PERSHING RD
W PERSHING RD
E WILLIAM ST
E ELDORADO ST
W ELDORADO ST
E LAKE SHORE DR
W SOUTH SIDE DR
N OAKLAND AVE
N WATER ST
S FRANKLIN ST
S LINCOLN AVE
S LAKE RAMSEY DR
S TAYLOR RD
Parsons
Pershing
Franklin
Harris Alt Ed
MacArthur
Hope Academy
Dennis Mosaic
Dennis Kaleidoscope
Johns Hill
Eisenhower
Stephen Decatur
Nortonshire
Huffley
South Shores
American Dreamer

DATE: 9/27/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointment - Historical and Architectural Sites Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Andrea McGee 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 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:

Andrea McGee	Historical and Architectural Sites Commission	5/1/2024

DATED this 4th day of October, 2021.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 4th day of October, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 4th day of October, 2021.

_____
Julie Moore Wolfe, Mayor

DATE: 9/27/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointment - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Jecobie Jones to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Jecobie Jones	Library Board of Trustees	7/1/2024

DATED this 4th day of October, 2021.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 4th day of October, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 4th day of October, 2021.

_____
Julie Moore Wolfe, Mayor