



**Monday, October 3, 2022**  
**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 19, 2022 City Council Meeting

### **IV. Unfinished Business**

### **V. New Business**

1. Resolution Accepting State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One (1) 2022 F550 Extended Cab 4X4 Chassis
2. Resolution Accepting the Quote of Wachs Utility Products for the Purchase of One Valve Turner Maintenance Package
3. Resolution Accepting the Low Bid Price of Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal
4. Resolution Authorizing A Redevelopment Agreement with CCI Properties LLC
5. Resolution Authorizing Agreement City of Decatur Illinois Hawk-Attollo-Power Purchase Agreement (Solar Canopy Project)
6. Resolution Authorizing Amendment City of Decatur Illinois Decatur Metropolitan Exposition, Auditorium and Office Building Authority-Resolution Civic Center Parking Lot Amendment-Solar Project
7. Resolution City of Decatur, Illinois-Ameren Illinois Company-Resolution for Ameren Interconnection Solar
8. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for 2021 Lake Grove Club Retaining Wall, City Project 2021-20

9. Resolution Accepting Presidio Networked Solutions Group, LLC Quote for purchase of two Master Network Switches
10. Resolution Approving a Contract with Waste Management for Collection and Disposal of Trash from Downtown Receptacles
11. Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development for CDBG & HOME FY2022 Grant Funds
12. Resolution Authorizing Agreements for City Owned and Leased Properties Under the Ameren Public Sector HVAC and Water Heater Incentive Program
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
  - A. Resolution Approving Reappointment - Decatur Housing Authority
  - B. Resolution Regarding Halloween Trick or Treat Hours
  - C. Lake Decatur Watershed Protection Program Agreement with Dale & Dyann R. Aupperle and Ryan and Rachel Aupperle

**VI. Other Business**

**VII. Adjournment**



**SUBJECT:** Approval of Minutes of September 16, 2022 City Council Meeting

**ATTACHMENTS:**

Description

Type

Minutes of September 19, 2022 City  
Council Meeting

Backup Material

CITY COUNCIL MINUTES  
Monday, September 19, 2022

On Monday, September 19, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory and David Horn. 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 citizen provided comments to the Council: Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the September 6, 2022, 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 Chuck Kuhle, Bill Faber, Ed Culp, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Councilman Dennis Cooper abstained from the vote. Mayor Moore Wolfe declared the motion carried.

City Manager Wrighton presented the Treasurer's Financial Report.

R2022-142 Resolution Authorizing Insurance Coverage for Property and Liability Insurance for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Gregg Zientara, Finance Director, gave an overview of the following nine Resolutions and answered questions from Council members regarding coverage.

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

R2022-143 Resolution Authorizing Excess Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-144 Resolution Authorizing Cyber Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-145 Resolution Authorizing Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-146 Resolution Authorizing Additional Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-147 Resolution Authorizing Additional Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-148 Resolution Authorizing Crisis Protection Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-149 Resolution Authorizing Auto Physical Damage Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, 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 Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-150 Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2022 to October 1, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-151 Resolution Authorizing Decatur Public Transit to Increase Service, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Ms. Lacie Elzy, Mass Transit Administrator answered questions from Council members concerning staffing levels.

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

R2022-152 Resolution Accepting Johnson Controls, Inc. Change Order #1 Related to the Original Johnson Controls, Inc. HVAC Modifications to the Decatur Public Library, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

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

R2022-153 Resolution Authorizing Amendment Number 3 to an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director gave an overview of the Resolution and answered questions from Council members regarding recruitment and outsourcing.

Councilman Faber moved to amend the motion on the floor by amending that 20% of the funding will come from the General Fund instead of Local Motor Fuel Tax funds, seconded by Councilman Cooper.

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

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

R2022-154 Resolution Authorizing a Memorandum of Understanding Agreement and associated Sales Order with the Macon County PTSD Foundation to obtain Internet Access through the City of Decatur Fiber Optic Network, 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 Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2022-39 Ordinance Amending City Code Chapter 26 Heating, Air Conditioning and Refrigeration Commission and Contractors, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

2022-40 Ordinance Amending City Code Chapter 27 Construction and Housing Board of Appeals was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

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

Item A. 2022-41 Ordinance Annexing Territory 2305 South Shores Drive

Item B. R2022-155 Resolution Approving Appointment - Human Relations Commission

Item C. R2022-156 Resolution Authorizing Action Regarding Unsafe Structures

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

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

Council members thanked Mayor Moore Wolfe for serving as President of the Illinois Municipal League over the past year. Council members talked about the Great Street, Great Neighborhoods Plan and an increase in lift assist. Council members thanked organizers and sponsors of Pridefest 2022 and Arts in Central Park.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:32 p.m.

Approved \_\_\_\_\_  
Kim Althoff  
City Clerk

## Public Works

**DATE:** 9/9/2022

**MEMO:** 2022-52

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

**FROM:** Scot Wrighton, City Manager  
Matt Newell, Public Works Director  
Jessica Taylor, Purchasing Supervisor

**SUBJECT:** Resolution Accepting State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of a 2022 F550 Extended Cab 4X4 Chassis.

**SUMMARY RECOMMENDATION:**

Staff recommends approving the following resolutions (they are separate items on the council's agenda):

1. Resolution accepting State of Illinois Joint Purchasing Contract Holder Morrow Brothers Ford, Inc. for purchase the Purchase of a 2022 F550 extended cab 4x4 chassis in the amount of \$69,510.00.
2. Resolution accepting the quote of Wachs Utility Products for \$154,292.50 to upfit the 2022 F550 extended cab 4x4 chassis with a valve service body.

**BACKGROUND:**

The Water Services Division has requested a new valve turner truck to replace an existing valve turner truck. The City maintains 535 miles of water mains which includes nearly 6,000 valves that control water flow throughout the system. A vital part of system maintenance involves the regular maintenance of the system valves to assure they operate properly when needed. It takes as many as 450 turns to close larger valves and 21 for smaller valves. Regular valve turning requires mechanical assistance.

The new valve turner truck will include an electric valve turning system to exercise most valves and a hydraulic valve turner to exercise valves that are frozen in place. The valve maintenance package also includes a high-pressure washer to jet valve boxes and a vacuum excavator to clean out valve boxes to allow access to the system valve 4 to 8 feet below the surface.

This vehicle is being replaced due to age and condition. The vehicle's delivery time is expected to be within 90 days.

**This is to replace the vehicle listed below:**

| <u>Unit#</u> | <u>Asset#</u> | <u>Year</u> | <u>Description</u> | <u>Hours</u> | <u>VIN Number</u> | <u>Condition</u> |
|--------------|---------------|-------------|--------------------|--------------|-------------------|------------------|
| 124          | 9758          | 1999        | Ford F250          | 8284         | 1FDNF20S2XED05624 | Poor             |

Water Services staff has been working to find competing vendors and have not been able to locate a vendor with the capability of providing the necessary valve maintenance package. Wachs Utility Products has provided past valve maintenance packages for the City and they are a major water maintenance equipment supplier. This is a field of very limited competition. Staff recommends proceeding with the quote supplied by Wachs.

**DISPOSAL OF VEHICLE:** The above vehicle will be stored at the MSC until sold.

**LEGAL REVIEW:** There are no contracts for legal to review.

**PRIOR COUNCIL ACTION:** None

**STAFF REFERENCE:** Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

**BUDGET/TIME IMPLICATIONS:**

Funding for this vehicle is available in the FY2022 Budget.

**ATTACHMENTS:**

| Description                                                                                                                                                                    | Type              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Resolution Accepting State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One (1) 2022 F550 Extended Cab 4X4 Chassis | Resolution Letter |



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING  
CONTRACT HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE  
PURCHASE OF ONE (1) 2022 F550 EXTENDED CAB 4X4 CHASSIS**

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2022 F550 Extended Cab Chassis, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc., in the amount of \$69,510.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Morrow Brothers Ford, Inc., for their State of Illinois Joint Purchasing bid price of \$69,510.00.

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

PRESENTED and ADOPTED this 3<sup>rd</sup> day of October 2022.

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Julie Moore Wolfe, Mayor

ATTEST:

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Deputy City Clerk

Exhibit A

**Prepared for: Mr. Chris Bergschneider**

Fleet Maintenance Supervisor, City of Decatur

Prepared by: Richie Wellenkamp

09/01/2022

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044



2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

## Pricing Summary - Single Vehicle

|                        | MSRP        |
|------------------------|-------------|
| <i>Vehicle Pricing</i> | \$69,510.00 |
| <b>Total</b>           | \$69,510.00 |

Customer Signature

Acceptance Date

Prepared for: Mr. Chris Bergschneider

Fleet Maintenance Supervisor, City of Decatur

Prepared by: Richie Wellenkamp

09/01/2022

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044



2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

## As Configured Vehicle

| Code                      | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | MSRP        |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Base Vehicle</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |
| X5H                       | Base Vehicle Price (X5H)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$52,070.00 |
| <b>Packages</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |
| 660A                      | Order Code 660A<br><i>Includes:</i><br>- Transmission: TorqShift 10-Speed Automatic<br>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.<br>- Wheels: 19.5" x 6" Argent Painted Steel<br>Hub covers/center ornaments not included.<br>- HD Vinyl 40/20/40 Split Bench Seat<br>Includes center armrest, cupholder, storage and driver's side manual lumbar.<br>- Radio: AM/FM Stereo w/MP3 Player<br>Includes 6 speakers.<br>- SYNC Communications & Entertainment System<br>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. | N/C         |
| <b>Powertrain</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |
| 99T                       | Engine: 6.7L 4V OHV Power Stroke<br>V8 Turbo Diesel B20<br><i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i><br><br><i>Includes:</i><br>- Dual 78-AH 750 CCA Batteries<br>- Transmission Power Take-Off Provision<br>Includes mobile and stationary PTO modes.                                                                                                                                                                                                                                                                                                                                               | \$9,325.00  |
| 44G                       | Transmission: TorqShift 10-Speed<br>Automatic<br><i>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Included    |
| X8L                       | Limited Slip w/4.88 Axle Ratio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$395.00    |
| 68M                       | GVWR: 19,500 lb Payload Plus<br>Upgrade Package<br><i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$1,155.00  |
| <b>Wheels &amp; Tires</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |
| TGK                       | Tires: 225/70Rx19.5G BSW Traction<br>(TGK)<br><i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$215.00    |

**Prepared for: Mr. Chris Bergschneider**

Fleet Maintenance Supervisor, City of Decatur

Prepared by: Richie Wellenkamp

09/01/2022

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

**2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)**

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**As Configured Vehicle (cont'd)**

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | MSRP       |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 64Z                          | Wheels: 19.5" x 6" Argent Painted Steel<br><i>Hub covers/center ornaments not included.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Included   |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |
| A                            | HD Vinyl 40/20/40 Split Bench Seat<br><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>                                                                                                                                                                                                                                                                                                                                                                                                                    | Included   |
| <b>Other Options</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |
| PAINT                        | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | STD        |
| 192WB                        | 192" Wheelbase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | STD        |
| STDRD                        | Radio: AM/FM Stereo w/MP3 Player<br><i>Includes 6 speakers.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Included   |
|                              | <i>Includes:</i><br>- SYNC Communications & Entertainment System<br><i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>                                                                                                                                                                                                                                                                                                              |            |
| 96V                          | XL Value Package<br><i>Includes:</i><br>- XL Decor Group<br>- Chrome Front Bumper<br>- Steering Wheel-Mounted Cruise Control                                                                                                                                                                                                                                                                                                                                                                                                                 | \$395.00   |
| 90L                          | Power Equipment Group<br><i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$1,100.00 |
|                              | <i>Includes:</i><br>- Accessory Delay<br>- Advanced Security Pack<br><i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i><br>- Folding Trailer Tow Mirrors w/Power Heated Glass<br><i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i><br>- MyKey<br><i>Includes owner controls feature.</i><br>- Power Front & Rear Side Windows<br><i>Includes 1-touch up/down driver/passenger window.</i><br>- Power Locks<br>- Remote Keyless Entry |            |
| 473                          | Snow Plow Prep Package<br><i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines. Adding (67B) 397 amp alternators for diesel engine is highly recommended for max output.</i>                                                         | \$250.00   |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared for: Mr. Chris Bergschneider

Fleet Maintenance Supervisor, City of Decatur

Prepared by: Richie Wellenkamp

09/01/2022



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

## As Configured Vehicle (cont'd)

| Code | Description                                                                                                                                                                                                                                   | MSRP     |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 41H  | Engine Block Heater                                                                                                                                                                                                                           | \$100.00 |
| 41P  | Transfer Case Skid Plates                                                                                                                                                                                                                     | \$100.00 |
| 62R  | Transmission Power Take-Off Provision<br><i>Includes mobile and stationary PTO modes.</i>                                                                                                                                                     | Included |
| 67B  | 397 Amp Alternators                                                                                                                                                                                                                           | \$115.00 |
| 63A  | Utility Lighting System<br><i>Includes LED side-mirror spotlights.</i>                                                                                                                                                                        | \$160.00 |
| 52B  | Trailer Brake Controller<br><i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>                                                                                                 | \$300.00 |
| 59H  | Center High-Mounted Stop Lamp (CHMSL)                                                                                                                                                                                                         | N/C      |
| 872  | Rear View Camera & Prep Kit<br><i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i> | \$415.00 |
| 43C  | 110V/400W Outlet<br><i>Includes 1 in-dash mounted outlet.</i>                                                                                                                                                                                 | \$175.00 |
| 61L  | Front Wheel Well Liners (Pre-Installed)                                                                                                                                                                                                       | \$180.00 |

## Fleet Options

|        |                                                                               |          |
|--------|-------------------------------------------------------------------------------|----------|
| 525_   | Steering Wheel-Mounted Cruise Control                                         | Included |
| WARANT | Fleet Customer Powertrain Limited Warranty<br><b>Requires valid FIN code.</b> | N/C      |

*Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*

## Emissions

**Prepared for: Mr. Chris Bergschneider**

Fleet Maintenance Supervisor, City of Decatur

Prepared by: Richie Wellenkamp

09/01/2022

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

**2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)**

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**As Configured Vehicle (cont'd)**

| Code                      | Description                                                                           | MSRP        |
|---------------------------|---------------------------------------------------------------------------------------|-------------|
| 425                       | 50-State Emissions System                                                             | STD         |
| <b>Interior Color</b>     |                                                                                       |             |
| AS_01                     | Medium Earth Gray w/HD Vinyl<br>40/20/40 Split Bench Seat                             | N/C         |
| <b>Exterior Color</b>     |                                                                                       |             |
| Z1_01                     | Oxford White                                                                          | N/C         |
| <b>Upfit Options</b>      |                                                                                       |             |
| GRP Boards LT             | Running Boards License Title<br><i>Grip Strut Running Boards, New M License/Title</i> | \$690.00    |
| ASD                       | New M License/Title, Delivery in<br>Illinois                                          | \$575.00    |
| <b>SUBTOTAL</b>           |                                                                                       | \$67,715.00 |
| <b>Destination Charge</b> |                                                                                       | \$1,795.00  |
| <b>TOTAL</b>              |                                                                                       | \$69,510.00 |

**Prepared for: Mr. Chris Bergschneider**

Fleet Maintenance Supervisor, City of Decatur

Prepared by: Richie Wellenkamp

09/01/2022



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

**2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)**

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

## Selected Equip & Specs

### Dimensions

- Exterior length: 277.4"
- Exterior width: 80.0"
- Wheelbase: 192.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 116.0cu.ft.
- Maximum cargo volume: 31.6cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.8"
- Front track: 74.8"
- Turning radius: 27.1'
- Min ground clearance: 8.2"
- Rear legroom: 33.5"
- Rear headroom: 40.3"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.8"
- Cargo volume seats folded: 31.6cu.ft.

### Powertrain

- \* **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Part-time
- Fuel Economy Cty: N/A
- \* **Transmission PTO provision**
- \* **Recommended fuel : diesel**
- TorqShift 10 speed automatic transmission with overdrive
- \* **Limited slip differential**
- Fuel Economy Highway: N/A

### Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- \* **Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- \* **LT225/70SR19.5 GBSW AT front and rear tires**

### Body Exterior

- 4 doors
- Reverse opening right rear passenger
- \* **Turn signal indicator in mirrors**
- \* **Chrome bumpers**
- Clearcoat paint
- 2 front tow hook(s)
- Reverse opening left rear passenger
- \* **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- Trailer harness
- Front and rear 19.5 x 6 wheels



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Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

## Selected Equip & Specs (cont'd)

### Convenience

- Manual air conditioning with air filter
- \* **Power windows**
- \* **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full overhead console
- \* **Rear door bins**
- \* **Cruise control with steering wheel controls**
- \* **Driver and passenger 1-touch up**
- \* **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- \* **Driver and passenger door bins**
- Upfitter switches

### Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

### Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

### Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Outside temperature display
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Compass
- \* **Camera(s) - rear**
- Trip odometer

### Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- \* **Remote activated perimeter/approach lighting**



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Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)**

- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- \* Security system with SecuriLock immobilizer
- Manually adjustable front head restraints

**Dimensions***General Weights*

|           |             |        |             |
|-----------|-------------|--------|-------------|
| * Curb    | 8,362 lbs.  | * GVWR | 19,500 lbs. |
| * Payload | 11,230 lbs. |        |             |

*Front Weights*

|                           |            |                       |            |
|---------------------------|------------|-----------------------|------------|
| * Front GAWR              | 7,000 lbs. | * Front curb weight   | 4,996 lbs. |
| Front axle capacity       | 7,000 lbs. | * Front spring rating | 7,000 lbs. |
| Front tire/wheel capacity | 7,500 lbs. |                       |            |

*Rear Weights*

|                          |             |                      |             |
|--------------------------|-------------|----------------------|-------------|
| * Rear GAWR              | 14,706 lbs. | * Rear curb weight   | 3,366 lbs.  |
| * Rear axle capacity     | 14,706 lbs. | * Rear spring rating | 14,706 lbs. |
| Rear tire/wheel capacity | 15,000 lbs. |                      |             |

*Trailer Type*

|                      |     |                    |     |
|----------------------|-----|--------------------|-----|
| Harness              | Yes | * Brake controller | Yes |
| Trailer sway control | Yes |                    |     |

*General Trailering*

|                             |            |                             |            |
|-----------------------------|------------|-----------------------------|------------|
| * 5th-wheel towing capacity | 23100 lbs. | * Gooseneck towing capacity | 23100 lbs. |
| Towing capacity             | 18340 lbs. | * GCWR                      | 32500 lbs. |

*Fuel Tank type*

|          |         |
|----------|---------|
| Capacity | 40 gal. |
|----------|---------|

*Off Road*

|                      |     |
|----------------------|-----|
| Min ground clearance | 8 " |
|----------------------|-----|

*Interior cargo*

|                           |             |                      |             |
|---------------------------|-------------|----------------------|-------------|
| Cargo volume seats folded | 31.6 cu.ft. | Maximum cargo volume | 31.6 cu.ft. |
|---------------------------|-------------|----------------------|-------------|

*Rear Frame*

|               |      |                 |      |
|---------------|------|-----------------|------|
| Height loaded | 29 " | Height unloaded | 34 " |
|---------------|------|-----------------|------|

**Powertrain***Engine Type*

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**2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)**

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)**

|                           |                    |                              |                                |
|---------------------------|--------------------|------------------------------|--------------------------------|
| * <b>Brand</b>            | <b>Powerstroke</b> | Block material               | Iron                           |
| Cylinders                 | V-8                | Head material                | Aluminum                       |
| * <b>Ignition</b>         | <b>Compression</b> | * <b>Injection</b>           | <b>Diesel direct injection</b> |
| * <b>Liters</b>           | <b>6.7L</b>        | Orientation                  | Longitudinal                   |
| * <b>Recommended fuel</b> | <b>Diesel</b>      | * <b>Valves per cylinder</b> | <b>4</b>                       |
| Valvetrain                | OHV                | * <b>Forced induction</b>    | <b>Intercooled turbo</b>       |

**Engine Spec**

|                       |                   |                            |               |
|-----------------------|-------------------|----------------------------|---------------|
| * <b>Bore</b>         | <b>3.90"</b>      | * <b>Compression ratio</b> | <b>15.8:1</b> |
| * <b>Displacement</b> | <b>406 cu.in.</b> | * <b>Stroke</b>            | <b>4.25"</b>  |

**Engine Power**

|                            |                               |                 |                           |
|----------------------------|-------------------------------|-----------------|---------------------------|
| SAEJ1349 AUG2004 compliant | Yes                           | * <b>Output</b> | <b>330 HP @ 2,600 RPM</b> |
| * <b>Torque</b>            | <b>825 ft.-lb @ 2,000 RPM</b> |                 |                           |

**Alternator**

|               |             |               |            |
|---------------|-------------|---------------|------------|
| * <b>Type</b> | <b>Dual</b> | * <b>Amps</b> | <b>397</b> |
|---------------|-------------|---------------|------------|

**Battery**

|                     |     |                    |             |
|---------------------|-----|--------------------|-------------|
| Amp hours           | 78  | Cold cranking amps | 750         |
| Run down protection | Yes | * <b>Type</b>      | <b>Dual</b> |

**Engine Extras**

|                       |            |
|-----------------------|------------|
| * <b>Block heater</b> | <b>Yes</b> |
|-----------------------|------------|

**Transmission**

|                    |           |         |     |
|--------------------|-----------|---------|-----|
| Electronic control | Yes       | Lock-up | Yes |
| Overdrive          | Yes       | Speed   | 10  |
| Type               | Automatic |         |     |

**Transmission Gear Ratios**

|                     |       |      |       |
|---------------------|-------|------|-------|
| 1st                 | 4.615 | 2nd  | 2.919 |
| 3rd                 | 2.132 | 4th  | 1.773 |
| 5th                 | 1.519 | 6th  | 1.277 |
| 7th                 | 1     | 8th  | 0.851 |
| 9th                 | 0.687 | 10th | 0.632 |
| Reverse Gear ratios | 4.695 |      |       |

**Transmission Torque Converter**

|             |      |
|-------------|------|
| Stall ratio | 1.97 |
|-------------|------|

**Transmission Extras**

|                        |     |                          |             |
|------------------------|-----|--------------------------|-------------|
| Driver selectable mode | Yes | Sequential shift control | SelectShift |
|------------------------|-----|--------------------------|-------------|

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2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)**

|                             |                 |                     |            |
|-----------------------------|-----------------|---------------------|------------|
| Oil cooler                  | Regular duty    | * PTO provision     | Yes        |
| <i>Drive Type</i>           |                 |                     |            |
| 4wd type                    | Part-time       | Type                | Four-wheel |
| <i>Drive Feature</i>        |                 |                     |            |
| * Limited slip differential | Mechanical      | Traction control    | Driveline  |
| * Power take-off provision  | Yes             | Locking hub control | Auto       |
| Transfer case shift         | Electronic      |                     |            |
| <i>Drive Axle</i>           |                 |                     |            |
| Ratio                       | 4.88            |                     |            |
| <i>Exhaust</i>              |                 |                     |            |
| Material                    | Stainless steel | System type         | Single     |
| <i>Emissions</i>            |                 |                     |            |
| CARB                        | Federal         |                     |            |
| <i>Fuel Economy</i>         |                 |                     |            |
| * Fuel type                 | Diesel          |                     |            |
| <i>Engine Retarder</i>      |                 |                     |            |
| * Type                      | Yes             |                     |            |

**Driveability**

|                           |                           |               |                |
|---------------------------|---------------------------|---------------|----------------|
| <i>Brakes</i>             |                           |               |                |
| ABS                       | 4-wheel                   | ABS channels  | 4              |
| Type                      | 4-wheel disc              | Vented discs  | Front and rear |
| <i>Brake Assistance</i>   |                           |               |                |
| Brake assist              | Yes                       |               |                |
| <i>Suspension Control</i> |                           |               |                |
| Ride                      | Firm                      |               |                |
| <i>Front Suspension</i>   |                           |               |                |
| Independence              | Mono-beam non-independent | Anti-roll bar | Regular        |
| <i>Front Spring</i>       |                           |               |                |
| Type                      | Coil                      | * Grade       | HD             |
| <i>Front Shocks</i>       |                           |               |                |
| Type                      | HD                        |               |                |
| <i>Rear Suspension</i>    |                           |               |                |

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Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)**

|                       |                        |       |                     |
|-----------------------|------------------------|-------|---------------------|
| <b>*Independence</b>  | <b>Rigid axle</b>      | Type  | Leaf                |
| Anti-roll bar         | Regular                |       |                     |
| <i>Rear Spring</i>    |                        |       |                     |
| Type                  | Leaf                   | Grade | HD                  |
| <i>Rear Shocks</i>    |                        |       |                     |
| Type                  | HD                     |       |                     |
| <i>Steering</i>       |                        |       |                     |
| Activation            | Hydraulic power-assist | Type  | Re-circulating ball |
| <i>Steering Specs</i> |                        |       |                     |
| # of wheels           | 2                      |       |                     |

**Exterior***Front Wheels*

|          |       |       |       |
|----------|-------|-------|-------|
| Diameter | 19.5" | Width | 6.00" |
|----------|-------|-------|-------|

*Rear Wheels*

|          |       |       |       |
|----------|-------|-------|-------|
| Diameter | 19.5" | Width | 6.00" |
| Dual     | Yes   |       |       |

*Front and Rear Wheels*

|            |        |          |       |
|------------|--------|----------|-------|
| Appearance | Argent | Material | Steel |
|------------|--------|----------|-------|

*Front Tires*

|           |       |                |       |
|-----------|-------|----------------|-------|
| Aspect    | 70    | Diameter       | 19.5" |
| Sidewalls | BSW   | Speed          | S     |
| *Tread    | AT    | Type           | LT    |
| Width     | 225mm | LT load rating | G     |
| *RPM      | 645   |                |       |

*Rear Tires*

|           |       |                |       |
|-----------|-------|----------------|-------|
| Aspect    | 70    | Diameter       | 19.5" |
| Sidewalls | BSW   | Speed          | S     |
| *Tread    | AT    | Type           | LT    |
| Width     | 225mm | LT load rating | G     |
| *RPM      | 645   |                |       |

*Wheels*

|                         |       |            |        |
|-------------------------|-------|------------|--------|
| Front track             | 74.8" | Rear track | 74.0"  |
| Turning radius          | 27.1' | Wheelbase  | 192.0" |
| Rear tire outside width | 93.9" |            |        |

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**2022 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)**

Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)***Body Features*

Front splash guards ..... Yes  
Body material ..... Aluminum  
Front tow hook(s) ..... 2

\* Skid plate(s) ..... 1  
Side impact beams ..... Yes

*Body Doors*

Door count ..... 4  
Right rear passenger ..... Reverse opening

Left rear passenger ..... Reverse opening

*Exterior Dimensions*

Length ..... 277.4"  
Body height ..... 81.8"  
Axle to end of frame ..... 47.2"  
Frame yield strength (psi) ..... 50000.0  
Front bumper to Front axle ..... 38.3"  
Front bumper to back of cab ..... 146.3"

Body width ..... 80.0"  
Cab to axle ..... 84.0"  
Frame section modulus ..... 12.7cu.in.  
Frame rail width ..... 34.2"  
Cab to end of frame ..... 131.2"

**Safety***Airbags*

Driver front-impact ..... Yes  
Overhead Safety Canopy System curtain 1st  
and 2nd row  
Passenger side-impact ..... Seat mounted

Driver side-impact ..... Seat mounted  
Passenger front-impact ..... Cancellable

*Seatbelt*

Height adjustable ..... Front

*Security*

\* Immobilizer ..... SecuriLock  
\* Restricted driving mode ..... MyKey

\* Panic alarm ..... Yes

**Seating***Passenger Capacity*

Capacity ..... 6

*Front Seats*

Split ..... 40-20-40

Type ..... Split-bench

*Driver Seat*

Fore/aft ..... Manual  
Way direction control ..... 4

Reclining ..... Manual  
Lumbar support ..... Manual

*Passenger seat*

Fore/aft ..... Manual

Reclining ..... Manual

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Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)**

Way direction control ..... 4

**Front Head Restraint**

Control ..... Manual Type ..... Adjustable

**Front Armrest**

Centre ..... Yes Storage ..... Yes

**Rear Seats**

Descriptor ..... Split-bench Facing ..... Front

Folding ..... 60-40 Folding position ..... Fold-up cushion

Type ..... Fixed

**Rear Head Restraints**

Control ..... Manual Type ..... Adjustable

Number ..... 3

**Front Seat Trim**

Material ..... Vinyl Back material ..... Vinyl

**Rear Seat Trim Group**

Material ..... Vinyl Back material ..... Carpet

**Convenience****AC And Heat Type**

Air conditioning ..... Manual Air filter ..... Yes

Underseat ducts ..... Yes

**Audio System**

Radio ..... AM/FM stereo Radio grade ..... Regular

Seek-scan ..... Yes External memory control ..... SYNC

**Audio Speakers**

Speaker type ..... Regular Speakers ..... 4

**Audio Controls**

Steering wheel controls ..... Yes Voice activation ..... Yes

Streaming audio ..... Bluetooth yes

**Audio Antenna**

Type ..... Fixed

**LCD Monitors**

1st row ..... 2 Primary monitor size (inches) ..... 4.2

**Cruise Control****\* Cruise control With steering wheel controls**

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**Selected Equip & Specs (cont'd)***Convenience Features*

|                                         |            |                                   |           |
|-----------------------------------------|------------|-----------------------------------|-----------|
| * <b>Retained accessory power</b> ..... | <b>Yes</b> | 12V DC power outlet .....         | <b>3</b>  |
| Emergency SOS .....                     | 911 Assist | Wireless phone connectivity ..... | Bluetooth |
| * <b>120V AC power outlet</b> .....     | <b>1</b>   | Smart device integration .....    | App link  |
| Upfitter switches .....                 | Yes        |                                   |           |

*Door Lock Activation*

|                                      |                                  |                       |                             |
|--------------------------------------|----------------------------------|-----------------------|-----------------------------|
| * <b>Type</b> .....                  | <b>Power with 2 stage unlock</b> | * <b>Remote</b> ..... | <b>Keyfob (front doors)</b> |
| * <b>Integrated key/remote</b> ..... | <b>Yes</b>                       |                       |                             |

*Door Locks Extra FOB Controls*

|                           |                                              |
|---------------------------|----------------------------------------------|
| Remote engine start ..... | Smart device only<br>(subscription required) |
|---------------------------|----------------------------------------------|

*Instrumentation Type*

|                  |        |
|------------------|--------|
| Appearance ..... | Analog |
|------------------|--------|

*Instrumentation Gauges*

|                                         |            |                                |     |
|-----------------------------------------|------------|--------------------------------|-----|
| Tachometer .....                        | Yes        | Engine/motor temperature ..... | Yes |
| * <b>Turbo/supercharger boost</b> ..... | <b>Yes</b> | Transmission fluid temp .....  | Yes |
| Engine hour meter .....                 | Yes        |                                |     |

*Instrumentation Warnings*

|                    |     |                          |     |
|--------------------|-----|--------------------------|-----|
| Oil pressure ..... | Yes | Engine temperature ..... | Yes |
| Battery .....      | Yes | Lights on .....          | Yes |
| Key .....          | Yes | Low fuel .....           | Yes |
| Door ajar .....    | Yes | Service interval .....   | Yes |
| Brake fluid .....  | Yes |                          |     |

*Instrumentation Displays*

|                                 |                  |                       |     |
|---------------------------------|------------------|-----------------------|-----|
| Clock .....                     | In-radio display | Compass .....         | Yes |
| Exterior temp .....             | Yes              | Systems monitor ..... | Yes |
| * <b>Camera(s) - rear</b> ..... | <b>Yes</b>       |                       |     |

*Instrumentation Feature*

|                     |     |                     |     |
|---------------------|-----|---------------------|-----|
| Trip computer ..... | Yes | Trip odometer ..... | Yes |
|---------------------|-----|---------------------|-----|

*Steering Wheel Type*

|                   |          |               |        |
|-------------------|----------|---------------|--------|
| Material .....    | Urethane | Tilting ..... | Manual |
| Telescoping ..... | Manual   |               |        |

*Front Side Windows*

|                                          |              |
|------------------------------------------|--------------|
| * <b>Window 1st row activation</b> ..... | <b>Power</b> |
|------------------------------------------|--------------|

*Windows Rear Side*



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Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)****\* 2nd row activation****Power***Window Features***\* 1-touch down****Driver and passenger****\* 1-touch up****Driver and passenger**

Tinted

Light

*Front Windshield*

Wiper

Variable intermittent

*Rear Windshield*

Window

Fixed

**Interior***Passenger Visor*

Mirror

Yes

*Rear View Mirror*

Day-night

Yes

*Headliner*

Coverage

Full

Material

Cloth

*Floor Trim*

Coverage

Full

Covering

Vinyl/rubber

*Trim Feature*

Gear shifter material

Urethane

Interior accents

Chrome

*Lighting*

Dome light type

Fade

Front reading

Yes

**\* Illuminated entry****Yes**

Variable IP lighting

**Yes***Overhead Console Storage*

Storage

Yes

Type

Full

*Storage***\* Driver door bin****Yes**

Front Beverage holder(s)

**Yes**

Glove box

Locking

**\* Passenger door bin****Yes****\* Seatback storage pockets****2**

Illuminated

**Yes**

Rear yes

**Yes**

Instrument panel

**Covered bin**

Dashboard

**Yes****\* Rear door bins****Yes***Legroom*

Front

43.9"

Rear

33.5"

*Headroom*

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Price Level: 275 | Stock No: T7919 Valve | VIN: NEE68341

**Selected Equip & Specs (cont'd)**

|                        |              |            |       |
|------------------------|--------------|------------|-------|
| Front .....            | 40.8"        | Rear ..... | 40.3" |
| <i>Hip Room</i>        |              |            |       |
| Front .....            | 62.5"        | Rear ..... | 64.7" |
| <i>Shoulder Room</i>   |              |            |       |
| Front .....            | 66.7"        | Rear ..... | 65.8" |
| <i>Interior Volume</i> |              |            |       |
| Passenger volume ..... | 116.0 cu.ft. |            |       |

Public Works

**DATE:** 9/28/2022

**MEMO:** 2022-52

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

**FROM:** Scot Wrighton, City Manager  
Matt Newell, Public Works Director  
Randy Miller, Water Services Manager

**SUBJECT:** Resolution Accepting the Quote of Wachs Utility Products for the Purchase of One Valve Turner Maintenance Package.

**ATTACHMENTS:**

| Description                                                                                                       | Type              |
|-------------------------------------------------------------------------------------------------------------------|-------------------|
| Resolution Accepting the Quote of Wachs Utility Products for the Purchase of One Valve Turner Maintenance Package | Resolution Letter |

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE QUOTE OF WACHS UTILITY PRODUCTS FOR  
THE PURCHASE OF ONE VALVE TURNER MAINTENANCE PACKAGE**

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

Section 1. That the quote of Wachs Utility Products for the purchase of one (1) valve service body, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the quote of Wachs Utility Products in the amount of \$154,292.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Wachs Utility Products for their quote of \$154,292.50.

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

PRESENTED and ADOPTED this 3<sup>rd</sup> day of October 2022.

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Julie Moore Wolfe, Mayor

ATTEST:

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Deputy City Clerk



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069  
 (847) 537-8800 | Fax (847) 520-1147  
**turnvalves.com**

## Quotation

Page 1 of 3

TO: **Andrew Whitehead**  
 City of Decatur  
 1155 S. Martin Luther King Dr.  
 Decatur, IL 62521

Date: 8/30/2022  
 Quotation Number: HR181707  
 Payment Terms: Net 30 Days  
 Shipping Terms: FOB Origin  
 Valid Through: 10/29/2022  
 Estimated Delivery: See Below

E.H. Wachs is pleased to offer the following quotation.

| Item Number | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty | U/M | Unit Price (USD) | Disc% | Line Total (USD) |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------------|-------|------------------|
| 1           | <p>77-000-59 Standard SB (Gas) – VMS (RH): Single turner valve maintenance skid to be used in conjunction with Wachs proprietary Valve Service Body manufactured by Knapheide; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The SB adds all the LX features: the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools &amp; Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger; plus a 50' electric hose reel and fuel lift pump (the skid's engine draws fuel directly from the Chassis Cab tank).</p> <p>Available Options: TM-7 HD Plus (up to 2,500 Ft/lb [3,390 Nm] of torque) with both automated and manual control valve operator (17-405-01) for those stubborn valves, Hot Water Heater (77-414-02) or already GPS enabled, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources). A unique feature of the Custom Service body is the dedicated storage tray located under the bed, between the frame rails for a Wachs 45lb hydraulic breaker (08-000-10), a variety of breaker bits are available separately.</p> | 1   | EA  | 81,745.00        |       | 81,745.00        |





600 Knightsbridge Parkway, Lincolnshire, Illinois 60069  
(847) 537-8800 | Fax (847) 520-1147  
**turnvalves.com**

## Quotation

Page 2 of 3

TO: **Andrew Whitehead**

Date: 8/30/2022  
Quotation Number: HR181707

| Item Number         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Qty    | U/M  | Unit Price (USD) | Disc%  | Line Total (USD) |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------------------|--------|------------------|
| 2                   | <p>77-811-02 Valve Truck Service Body and Upfit - Ford, Gas. Custom Wachs Valve Service Body painted Oxford White (custom paint color available for extra charge) and Upfitting for Ford Chassis Cabs. Chassis Cab must be 84" Cab to Axle with a GVRW Rating of 19,500 lbs, included with Upfitter Switches, Reverse Camera with Prep Kit, minimum 220 amp alternator (300+ amp recommended) and drop shipped to Knapheide in Quincy, IL (drop ship code 88QNR4).</p> <p>Features include:<br/>Underbody Storage for TM-7 (integrated into service body deck maximizing free deck space) with Rollup Service Door (TM-7 #17-405-01 &amp; upfitting #77-813-01 sold separately). Underbody Storage at rear for 45 lb Breaker (#08-000-10 and tools sold separately), located between frame rails. 110v Electric, 20 Amp Continuous (90 Amp Peak) Low Frequency Inverter with (2) Auxiliary Batteries &amp; Electric Cord Reel - 50ft (cord reel included with VMS). Two Drawer Tool Box. Grip Strut Rear Bumper with Pintle Hook Recess, Class V Receiver (Rated @ 12,000 lb trailer weight &amp; 2,400 lb tongue) and Cable Step. LED Warning Strobe Lights (front/rear), LED lighting in all cabinets and full width Cab Guard with 2 rear facing LED Work Lights &amp; Grab Handle. Key/Shovel Storage Box (132in L x 10in H x 20in D) above full height cabinets with Reinforced and Covered front (32"). Retractable Steps (2x 24in &amp; 2x 12in) with Stainless Steel Kick Plates to protect the painted cabinets. Extended Cargo Floor to Edge of Body Curb Side (vertical compartments deleted above floor level), all Spray Lined. 30" walk up between skid and cab guard with 6" removable side board for storage and service. Rear Spray Booth with storage for Paint Cans &amp; Wire Brush. Installation includes Wachs Valve Maintenance Skid (including fuel and power taps) &amp; OEM Backup Camera installed behind bumper for protection (camera kit must be ordered with the chassis cab).</p> | 1      | EA   | 47,500.00        |        | 47,500.00        |
| 3                   | <p>17-405-01 TM-7 HD Plus (only for SB installs) Automated Valve Operator, Exercisor and Rehabilitator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation. Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-422-01/02/05/06 not included), or manually through direction control toggle, digital revolution counter and torque output gauge (no Controller/Datalogger required). Kit includes TM-7 HD PlusI, bluetooth adapter, 8' valve key and interface plumbing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1      | EA   | 21,995.00        |        | 21,995.00        |
| 4                   | <p>77-813-01 TM-7 Upfit into Valve Service Body - Includes installation, hydraulic plumbing and electrical termination.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1      | EA   | 1,495.00         |        | 1,495.00         |
| 5                   | <p>77-815-PDI Pre-Delivery Inspection performed by corresponding OEM dealer, price includes transportation of the vehicle from/to Knapheide upfitting facility in Taylor, MO.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1      | EA   | 295.00           |        | 295.00           |
| 6                   | <p>DELIVERY Pool Delivery Rate (Per Mile) with a minimum of 300 miles. Rate calculated is from Taylor, MO to final destination.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 150.00 | MILE | 2.75             |        | 412.50           |
| 7                   | <p>79-430-20 Field training - 1 day program.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1      | EA   | 2,495.00         | 100.0% | 0.00             |
| Subtotal            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |      |                  |        | 153,442.50       |
| Shipping & Handling |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |      |                  |        | 850.00           |
| Total (USD)         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |      |                  |        | \$154,292.50     |



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069  
(847) 537-8800 | Fax (847) 520-1147  
**turnvalves.com**

## Quotation

Page 3 of 3

TO: **Andrew Whitehead**

Date: 8/30/2022  
Quotation Number: HR181707

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Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale , found at [www.ehwachs.com](http://www.ehwachs.com) ("Terms"). Any additional or different terms are hereby rejected . Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

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## Public Works

**DATE:** 9/26/2022

**MEMO:** 2022-56

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

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

**SUBJECT:** Resolution Accepting the Low Bid Price from Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal.

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council authorize the execution of a purchase order between the City and Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal along Lost Bridge Road for their bid price of \$64,500.00.

**BACKGROUND:**

The trees and brush along Lost Bridge Road next to the lake are being removed to open up the view of the Lake and remove undesirable vegetation. See attached map for details. Past City Councils have requested that these major transportation routes be cleared of the trees and brush that block views of the Lake. This has been an annual project for many years. Much of this area is rippedraped so ground cover establishment is not a concern. Staff consulted with the Macon County Conservation District and it was determined that this location is not favorable for native plant restoration.

Bids were sent out by the Purchasing Department on August 25, 2022. Two bids were recieved and it is recommended to accept Homer Tree Care, Inc as the lowest responsible bid. This is not a prevailing wage contract. The contractor will do all work in house and not require subcontracting. They intend to meet all other minority goals.

**PRIOR COUNCIL ACTION:**

None

**LEGAL REVIEW:**

Project documents were submitted to the Legal Department on September 21, 2022.

**POTENTIAL OBJECTIONS:** None foreseen.

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

**BUDGET/TIME IMPLICATIONS:**

This project is an annual expense in the Lake Services operating budget. It is \$4,500 over budget; however, the Lake Services budget can absorb this additional expense due to underspending in other categories.

**ATTACHMENTS:**

| Description                                                                                                | Type       |
|------------------------------------------------------------------------------------------------------------|------------|
| Resolution Accepting the Low Bid Price of Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal | Cover Memo |

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING THE BID PRICE  
FROM HOMER TREE CARE, INC.  
FOR LAKE EMBANKMENT TREE AND SHRUB REMOVAL**

---

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

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

Section 2. That the bid price provided by Homer Tree Care, Inc., in the amount of \$64,500.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Homer Tree Care, Inc., for their bid price of \$64,500.00.

PRESENTED and ADOPTED this 3rd day of October 2022.

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Julie Moore Wolfe, Mayor

ATTEST:

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Deputy City Clerk

|                                                                                                                                        |                                      |             |             |                                            |              |                                                            |              |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------|-------------|--------------------------------------------|--------------|------------------------------------------------------------|--------------|
| <b>Project Name:</b> PUR2022-02 Lake Embankment<br>Tree & Shrub Removal<br><br><b>Bid Date:</b> 9/15/22<br><br><b>Time:</b> 10:00 a.m. |                                      |             |             | <b>Homer Tree Care</b><br><br>Lockport, IL |              | <b>Sky's the Limit<br/>Tree Service</b><br><br>Decatur, IL |              |
|                                                                                                                                        | <b>Description</b>                   | <b>QTY.</b> | <b>Unit</b> | <b>Unit Price</b>                          | <b>Total</b> | <b>Unit Price</b>                                          | <b>Total</b> |
|                                                                                                                                        | Lake Embankment Tree & Shrub Removal | 1           | ea          | \$64,500.00                                | \$64,500.00  | \$99,900.00                                                | \$99,900.00  |
|                                                                                                                                        |                                      |             |             |                                            |              |                                                            |              |
|                                                                                                                                        |                                      |             |             |                                            |              |                                                            |              |

**TOTAL**

\$64,500.00

\$99,900.00

No bid: Romer Bros Tree Care



City Clerk

**DATE:** 9/26/2022

**MEMO:**

**TO:** Honorable Julie Moore Wolfe  
City Council Members

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

**SUBJECT:** Resolution Authorizing A Redevelopment Agreement with CCI Properties LLC

**BACKGROUND:** The concrete mix site is connected to the city's water system, but it is a 1-inch line, and the plant needs a 4-inch line; so the the RDA provides that the city will reimburse the costs for a larger water line to serve the property. The proposed RDA provides a building permit fee waiver and a modest partial property tax abatement. The total value of this abatement incentive is approximately \$50,000 over 15 years. The city expects to collect sales taxes from this development that are in excess of \$100,000 per year--meaning that the city recovers the cost of its tax and fee incentives in the first full year of plant operation. This RDA package keeps the new plant in the city, improves the city's water distribution system, and increases local concrete production capacity.

**ATTACHMENTS:**

| Description      | Type            |
|------------------|-----------------|
| CCI Redimix Memo | Cover Memo      |
| Resolution       | Cover Memo      |
| CCI Redimix RDA  | Backup Material |

DATE: October 3, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

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

RE: Redevelopment Agreement with CCI Redi-mix

The City of Decatur was approached by CCI Redi-mix seeking an incentive deal to beat or meet an offer from a suburban community. The City likely would not have provided an incentive package for this type of project, but we do have concerns about losing this business to a neighboring jurisdiction and shrinking our sales tax revenue from concrete sales in Decatur. We currently have 2 concrete plants in Decatur, and this will be our 3<sup>rd</sup>. Incidentally they are all in the same area, off N. Martin Luther King Dr. Due to the factors mentioned, staff believes an incentive is warranted for this new Redi-mix company. With all of the major industrial project recently announced, we will need a lot of concrete in Decatur, and we would like it all to be made here in our community.

Attached there is a draft of the proposed Redevelopment Agreement with CCI Redi-mix. Staff is seeking authorization to execute this agreement pending legal review and satisfaction from both parties. The framework and the incentives offered under this agreement are set and would not change after Council approval, but finer details and legal language is still being reviewed and suggested by legal. The urgency behind bringing this forward now is the desire to get the new water line constructed and operational before winter, despite known supply and labor issues. There is already an executed contract with Burdick subject to Council approval of this RDA, so work would start immediately.

The City should realize significant new sales tax revenue from this 3<sup>rd</sup> concrete plant, particularly if it serves a much broader service area than just Decatur or Macon County. We also believe that this will help to lower the cost of concrete in Decatur at a time when we are seeing historic investment in our community both publicly and privately. This RDA will incentivize the project to go from being a portable plant as it is now operating to a permanent plant that is better for them and our community.

**RESOLUTION NO. 2022 \_\_\_\_\_**

**RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT WITH CCI  
PROPERTIES LLC**

**WHEREAS**, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting private development through economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base; and

**WHEREAS**, much of subject area of this Redevelopment Agreement is not currently adequately served by municipal water infrastructure; and

**WHEREAS**, the property developer, CCI Properties LLC desires to have better access to public water, upon the terms and conditions provided with the attached Redevelopment Agreement; and

**WHEREAS**, the City Council of the City of Decatur, after due consideration, has concluded that this RDA will serve the best interests of the City; and

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

**Section 1.** That the City Manager, or designee, is authorized to make minor modifications to Redevelopment Agreement with CCI Properties LLC with incentives as provided for in the attached draft of the RDA.

**Section 2.** That the City Manager, or designee, is authorized to execute the RDA, upon satisfaction of legal review.

**Section 3.** That City staff is hereby authorized to provide the reimbursement allowed for in this agreement pursuant to the terms and conditions contained there in.

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of October 2022.

---

Julie Moore Wolfe, Mayor

ATTEST:

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Angela Harper, Deputy City Clerk

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**CITY OF DECATUR/CCI REDIMIX  
DEVELOPMENT AGREEMENT**

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**THIS CITY OF DECATUR/CCI REDIMIX DEVELOPMENT AGREEMENT** (the "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Decatur, Illinois, an Illinois home rule municipal corporation, (hereinafter referred to as the "City") and CCI Properties LLC, an Illinois Corporation, (hereinafter referred to as the "Developer").

### **RECITALS**

**WHEREAS**, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of Premises and is authorized and empowered to enter into economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and

**WHEREAS**, there exists certain property more fully described on Exhibit 1 attached hereto and by reference made a part hereof that is currently underutilized; and,

**WHEREAS**, the Developer wishes to further develop and improve the Development Area more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"); thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serve to further and maintain the development of adjacent areas, and the City is willing to enter into an economic incentive agreement with the Developer to assure that said development and improvements occur; and

**WHEREAS**, the Developer has requested that incentives related to the Project be provided by the City from the resulting property tax revenues and other fees derived solely from the Development Area, which incentives are set forth in Exhibit 2; and

**WHEREAS**, the Developer has requested that the City assist in extending infrastructure to the Development Area through the construction of a new four-inch (4") water line to service the project; the property line; and

**WHEREAS**, without the assistance of the City as set forth in this Agreement, the Developer would not undertake the Project and the Project would likely go to another jurisdiction; and

**WHEREAS**, the Project is projected to employ a minimum of seven full time persons and sales tax; for a minimum of fifty-thousand (50,000) yards of concrete annually; and,

**WHEREAS**, the City has determined that the Project requires the incentives requested as set forth in Exhibit 2 and that the Project will promote the health, safety and welfare of the City and its citizens, strengthen the commercial sector of the City by attracting private investment to prevent blight and deterioration, enhance the tax base of the City, provide employment and enhance the economy of the City and is made and entered into in the best interest of the City.

**NOW THEREFORE**, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

## ARTICLE I: DEFINITIONS

**"Applicable Law"** means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Developer, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility of public facilities.

**"Exterior Façade"** means the architectural character, general composition and general arrangements of the exterior of the Project, including the kind, color and texture of the building material and the type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from public streets and thoroughfares.

**"Preliminary Plans"** means plans and drawings, including a Preliminary Site Plan for the Project which are preliminary to the Construction Plans, which plans and drawings include but are not limited to the limits of the work to be done, the location of buildings and all auxiliary structures, ingress and egress, loading areas, parking, if any, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project or any phase thereof.

**"Project"** means the design, construction, improvements, and opening of a permanent Ready-Mix Concrete manufacturing facility to the property located on the land generally located around 705 E McKinley Avenue in Decatur to be constructed and opened by the Developer as more fully on described on Exhibits 1 attached hereto and made a part hereof.

**"Public Investment"** means the incentives provided by the City for infrastructure improvements and property tax reimbursements for the Project as set forth in Section 2.18 and Article IV of this Agreement.

**"Development Area"** means the area as set forth in Exhibit 1.

**"Substantial Completion or Substantially Complete"** means the Project ability to produce a minimum 50K yards of concrete annually and construction completed on all buildings.

## ARTICLE II: DEVELOPMENT OF THE PROJECT

### 2.1 Development of the Project.

The Developer will utilize its best efforts to develop the Project in a manner that is compatible with this Agreement and Applicable Law.

### 2.2 Progress Reports.

During the development process, the Developer shall share with the City regular progress updates of the Project relevant to the development and construction of the Project

### 2.3 Preliminary Plans.

The Preliminary Plans for the Project will be provided by the Developer to the City for approval following the execution of this Agreement. Preliminary drawings shall be provided to the City prior to execution of this Agreement.



**2.4 Changes in Plans.**

Any substantial deviation from the Preliminary Plans will require City approval.

**2.5 Final Site Plans.**

No later than six months from execution of this agreement, the Developer shall submit to the City final site Plans as applicable. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, this Agreement and applicable law.

**2.6 Construction Plans.**

The Developer shall submit to the City no later than forty-five (45) days prior to the commencement of construction for the Project the corresponding construction plans for the Project (the "Construction Plans"). The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans, after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Developer shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.

**2.7 Amended Construction Plans.**

Prior to completion of the Project or any Phase thereof, if the Developer desires to make any substantial change in the Construction Plans for a particular Phase which significantly affects the appearance, function, or structural integrity of that Phase, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Agreement, meet applicable law and do not create a fundamental change in the nature, size or aesthetics of that Phase, the City shall approve the proposed change and notify the Developer in writing of its approval. If the City disapproves of such change, it shall notify the Developer in writing with specificity as to the reasons for the disapproval, in which event the Developer may submit a revised change within a reasonable time thereafter. This process shall repeat until the revised plans are approved by the City or the change is abandoned by the Developer.

**2.8 Commencement and Completion Requirements.**

**2.8.1 Commencement.**

The Developer shall commence construction of the project no later than thirty (30) from the date of this signed agreement.

**2.8.2 Completion.**

The Developer shall Substantially Complete with construction and ready to produce concrete at 50,000 yards per year within twelve (12) months from commencement of construction

**2.9 Certificate of Completion.**

Promptly after Substantial Completion of construction of the project or any phase thereof and upon request of the Developer, the City will execute, and deliver to the Developer a certificate of completion. Said instrument of certification by the City shall be (and it shall

be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Developer and its successors and assigns that the construction of the Project or any phase thereof has been Substantially Complete in accordance with the provisions of this Agreement.

**2.10 Form of Certification.**

If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in which respects the Developer has failed to Substantially Complete construction of the Project in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or steps will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

**2.11 Quality of Construction and Conformance to Federal, State and Local Requirements.**

All work with respect to the Project shall conform to applicable law including, but not limited to, design standards, environmental codes and life safety codes. The Developer shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Project to be constructed in a good and workmanlike manner in accordance with the approved plans. If the Project is constructed in compliance with the Construction Plans as approved pursuant to Section 2.6 above, it will be deemed to be in conformance with Building Codes of the City.

**2.12 Utilities.**

Except for those utilities provided by the City and except as otherwise provided in this Agreement, all arrangements for utilities must be made by the Developer with the applicable utility company. Except as otherwise specifically provided in this Agreement, City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site.

**2.13 Insurance.**

**2.13.1 Liability Insurance Prior to Completion.**

Prior to commencement of construction of the Project or any phase thereof, the Developer shall procure and deliver to the City, at the Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of Developer contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Five Million (\$5,000,000) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Developer against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as coinsureds and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any

cancellation or amendment of its policy.

**2.14 Lien Waivers.**

All contracts for construction of the water line extension project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.

**2.15 Rights of Inspection.**

During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection with fourteen (14) day written notice or as mutually agreed to by the Parties. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Developer or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

**2.16 Highway Access.**

All arrangements for curb cuts and street access on highways, streets and roadways must be made by the Developer with the applicable jurisdiction. The City makes no representations whatsoever with respect to the allowance, approval or permits of curb cuts and street access with respect to the Project or Project Site; however, the City agreed to provide a vacant lot (2634 N Morgan St.) to potentially serve as another access option to Morgan St.

**2.17 Enterprise Zone.**

Developer may apply for Enterprise Zone benefits through the Economic Development Corporation of Decatur and Macon County seeking a waiver of State and local sales taxes on the purchase of those eligible materials used in the Project, which have a building permit. The City shall make reasonable efforts to assist Developer in obtaining the above listed benefits from the Economic Development Corporation of Decatur and Macon County.

**2.18 Water Line Construction.**

The City agrees to reimburse the Developer for the reasonable cost of constructing a new four-inch (4) water line as specifically set forth in Exhibit 2. Design, permit fees and obtaining of any necessary IEPA permits for the construction of this water line shall be the responsibility of the City. The Developer shall be responsible for perpetual maintenance of said water line after it leaves the Morgan St. public right of way.

### **ARTICLE III: CITY OBLIGATIONS**

**3.1 Public Investment.**

The City shall provide the public incentives pursuant to Article IV below.

**3.2 Zoning.**

The property is already zoned M-1 and M-2 zoning and allows for the proposed use.

**3.3 Easements.**

The City agrees to grant such temporary easements to the Developer as necessary for the construction and completion of the Project or any phase thereof.

**3.4 Water.**

City can provide water for Project in an amount sufficient to meet Developer's reasonable demand requirement for the stated intended use. Potable water connection shall be made at the property line in accordance with City and building Code, and requirements and pay for said water in accordance with and consistent with City Code. Execution of this Agreement and the City's reimbursement of the water line expense shall obligate the Developer into solely purchasing and utilizing water from the City for use in its manufacturing process as well as potable water supply needs.

**ARTICLE IV: PUBLIC INVESTMENT**

**4.1 Public Investment.**

The City will provide an annual reimbursement for the City portion of property taxes (i.e. real estate taxes) incurred by Developer and actually received by the City for the Project as follows:

- (a) Commencing in 2024, , the Developer shall receive within later than sixty (60) days of written request to a tax of Hundred (100%) Percent of the City portion of Real Estate Taxes for the previous calendar year actually received by the City for this Project.
- (b) The obligation for the reimbursement of Property Taxes received by the City for shall terminate upon the earlier of:
  1. Fifteen (15) years from the start of the reimbursement.
  2. When the project fails to produce a minimum of forty thousand (40,000) yards of sales tax generating concrete in a calendar year, as evidenced by Illinois Department of Revenue reports or actual sales taxes received by the City.
- (c) The City agrees to waive permit fees for demolition and building permits through December 31, 2023, as an incentive for the Developer to make timely improvements to the property. Developer agrees they will apply for and receive permits for all work requiring permits.
- (d) The City agrees to reimburse the Developer for the four-inch water line being brought to the east property line of the Project as shown in the Exhibit 2, in an amount not to exceed \$35,000. The responsibility of this new water line after completion of construction shall by on the Developer and not the City. The City will also provide to the Developer the vacant lot that the new line goes through.

**4.2 Reimbursement Conditions.**

The obligation for the reimbursement for expenses incurred by Developer for Property taxes of the Project and as part of the Project shall be paid by City within 60 days of

notification on such forms and in such manner as directed by City and upon proof of such payment.

**4.3 Prepayments.**

The City absolutely reserves the right, prior to the expiration of the term of this Agreement and to the extent lawful, in its sole discretion, to prepay all or any part of its obligations under this Agreement.

**ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS**

**5.1 Conditions Precedent to Transaction.**

The City's obligations under this Agreement (including, without limitation, the obligation for Public Investment) shall, for the Project, be subject to:

- (a) **Insurance.** Proof that the policies of insurance of the types and coverages specified in Section 2.13 hereof have been obtained and are in force with regard to that phase.
- (b) **Plans.** Approval of the Plans and construction plans for the pursuant to Article II hereof.
- (c) **Construction Contracts.** Executed construction contracts covering the construction of the Project.
- (d) **Project Financing.** Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- (e) **Approvals.** A certificate by an authorized officer of the Developer that all of the approvals necessary to proceed with the Project as intended herein have been obtained including the approval of this Agreement.
- (f) **Sales Tax Paid.** This entire agreement is predicated on the assumption of state and local sales tax being paid on each yard of concrete sold out of this Development Area. The Developer agrees that all incentives set forth in Agreement and are conditioned upon and paying sales tax on minimum 40,000 yards of concrete annually.

**5.2 Operation and Maintenance of the Project.**

The Developer for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement. The Developer shall operate the Project in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with applicable law.

**ARTICLE VI: DEVELOPER COVENANTS AND RESTRICTIONS**

**6.1 Project Subject to Development Agreement.**

The Developer agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.

**6.2 Non-discrimination.**

The Developer shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

**6.3 Property Taxes.**

Developer acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Development Area. The Developer covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Development Area, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Development Area, or a portion thereof, the City, no less than sixty (60) days after written notice to the Developer, shall be entitled to rescind the grant of incentives and benefits by the City to the Developer pursuant to this Agreement and after such rescission the Developer shall promptly reimburse the City for the cost of all the benefits granted by the City to the Developer pursuant to this Agreement that have theretofore been received by the Developer. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Developer, the Developer takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Developer shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Developer from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof, provided that the Developer gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of real property taxes; provided, however, that the Developer covenants and agrees that nothing contained herein shall relieve the Developer from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes. This Section 6.3 shall be an obligation of the Developer (or assignee of the Developer or subsequent Owner of the Project or Development Area or any portion thereof, as the case may be) only during the period that the Developer (or assignee of the Developer or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) owns a direct or indirect interest in the Project or Development Area or any portion thereof.

**6.4 Duration of Covenants.**

It is intended and agreed that the covenants provided in Sections 6.1 and 6.3 of this Agreement shall remain in effect until December 31, 2040 and that the covenants provided in Sections 6.2 hereof shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Developer only for such period as the Developer

maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.

**6.5 Covenants Running with the Land.**

Subject to Section 6.4, it is intended and agreed that the covenants set forth in Sections 6.1, 6.2 and 6.3 above shall be covenants running with the land and Sections 6.1 and 6.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 6.2 hereof, the City, the State of Illinois and the United States of America. Provided, however, this Agreement is not intended to create any obligations for a bona fide purchaser of a condominium unit beyond the ownership of that unit.

**6.6 Covenants Binding for the Benefit of City.**

Subject to Section 6.5, it is also intended and agreed that the foregoing covenants set forth in Sections 6.1, 6.2 and 6.3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 6.4 and 6.5.

**6.7 Forms of Covenants and Restrictions.**

Certain of the covenants, uses and restrictions referred to in this Article VI shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 4 which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Developer commences construction of the Project or any phase thereof.

## **ARTICLE VII: INDEMNIFICATION**

**7.1 Developer Indemnification of the City.**

So long as the Developer maintains a direct interest in the Project or Development Area or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee) and notwithstanding anything to the contrary in this Agreement, the Developer agrees to indemnify, defend and save the City, its officers, employees, Council members, Mayor, agents and representatives and each of their successors and assigns harmless from and against any and all claims, liabilities, demands, suits, administrative proceedings, causes of action, costs, damages, personal injuries and property damages, losses, attorneys fees and costs of litigation and other expenses, both known and unknown, present and future, at law or in equity by or on behalf of any person, firm or corporation arising from (i) the Developer's operation or management of the Project, or from any work or thing done by the Developer on the Development Area, or any work or activity of the Developer connected to the construction of the Project; (ii) any breach or default on the part of the Developer in the performance of any of its obligations, terms, conditions, representations or warranties under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Developer or any of its agents, contractors, servants or employees; (iv) any violation by the Developer of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Development Area or the Project; (v) any violation of Applicable Law or (vi) any violation by the Developer of state or federal securities law in connection with the offer and sale of interests in the Developer, its affiliates or any part of the Project. The Developer



agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article VII shall be binding on the Developer only for such period as the Developer maintains a direct interest in the Project or Development Area, or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Development Area or part thereof. Provided, notwithstanding the foregoing, the Developer shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

**7.2 City Indemnification of the Developer.**

To the extent not prohibited by law, the City, so long as the Developer maintains a direct interest in the Project or Development Area or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Developer and its directors, officers, employees and agents from any and all claims, damages, costs, and expenses, caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Developer harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Developer harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Developer, its officials, agents, or employees.

**ARTICLE VIII: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

**8.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.**

The Developer represents and agrees that prior to Substantial Completion as certified by the City (in accordance with Sections 2.9 and 2.10 hereof) the following prohibitions and restrictions shall apply to the transfer of the Project. Nothing herein should be construed to prevent, prohibit or restrict the Developer from assigning or transferring this agreement to an affiliated entity owned or controlled by the Developer or a majority of the owners of the Developer.

**8.1.1 Prohibitions.**

Except only by way of security for a mortgage, deed of trust or other facility only for the purpose of obtaining equity or debt financing necessary to enable the Developer to construct the Project or a phase thereof, the Developer has not made or created, and will not, prior to the Substantial Completion of construction of the Project or a phase thereof as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project or a phase thereof, the Development Area or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements and leases with Project tenants, without the prior written approval of the City.

**8.1.2 Conditions for Approval.**

The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval pursuant to this Section 9.1, that:

- (a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).
- (b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Development Area or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.
- (c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.

- (d) The Developer and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of this Agreement.

**8.2 Transfer of Project After Completion of Construction.**

After Substantial Completion of as certified by the City (in accordance with Sections 2.9 and 2.10 hereof), the Developer (and any subsequent Owner of a Phase or any part thereof) may transfer the Project (or any portion thereof) without the consent of the City by instrument in writing reasonably satisfactory to the City, and in a form recordable among the land records, pursuant to which the transferee shall expressly assume with regard to the Phase (or any portion thereof) all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject with regard to the Project or any portion thereof. Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Phase (or any portion thereof), shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project, a Phase (or any portion thereof), or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer. No such transfer shall be deemed to transfer any rights of the Developer to the reimbursements set forth under Article IV above, unless such rights are expressly set forth in the instrument of assignment and written approval of the assignment by the City.

**8.3 Status of Assignee.**

Any assignee of the Developer prior to Substantial Completion, who is approved under the terms of 8.1 above, shall be considered the "Developer" for all purposes of this Agreement as to such portion of the Project that has been assigned.

**8.4 Assignment to Affiliated Entity.**

Nothing herein shall be construed to prevent the Developer from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Developer or a majority of the owners of the Developer, provided that such entity has the financial capacity to perform the obligations of the Developer pursuant to this Agreement (though the City may not receive any more financial capacity than that possessed by the Developer on the date hereof) and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 8.1.2(a) through (d) of this Agreement.

**8.5 No Release of Developer.**

Any consent by the City to any total or partial transfer of the Project or the Development Area shall not be deemed a release of the Developer from any of its obligations hereunder, or from any conditions or restrictions to which the Developer is subject, unless the Developer is expressly released in writing by the City.

## **ARTICLE IX: DEFAULT AND REMEDIES**

### **9.1 Events of Default.**

The following shall be events of default (the "Events of Default") with respect to this Agreement:

#### **9.1.1 Misrepresentation.**

If any material representation made by the Developer or the City in this Agreement, or in any certificate, notice, demand or request made by the Developer or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

#### **9.1.2 Breach.**

Breach by the Developer or the City of any material covenant, warranty or obligation set forth in this Agreement.

### **9.2 Remedies Upon Default.**

In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the City or the Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

### **9.3 Other Rights and Remedies of City and Developer: Delay in Performance Waiver.**

#### **9.3.1 No Waiver by Delay.**

Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or the Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or the Developer with respect to any specific Event of Default by the Developer or the City under this Agreement be considered or treated as a waiver of the rights of the City or the Developer under this Section or with respect to any Event of Default

under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or the Developer.

**9.3.2 Rights and Remedies Cumulative.**

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**9.3.3 Delay in Performance.**

For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of construction of the Project, the Public Projects or the Public Improvements or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Developer with respect to the beginning and completion of the construction of the Project, the Public Projects or the Public Improvements shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

**9.3.4 Waiver.**

Any party to this Agreement may elect to waive any remedy it may have hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, nor shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**ARTICLE X: TERMINATION OF AGREEMENT**

**10.1 Termination by the City.**

The City has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the Developer as follows if any Event of Default by the Developer is not cured within the time frame set forth in Article IX above.

**10.2 Termination by the Developer.**

The Developer has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the City as follows if any Event of Default by the City is not cured within the time frame set forth in Article IX above.

**ARTICLE XI: EQUAL EMPLOYMENT OPPORTUNITY**

The Developer, for itself and its successors and assigns, agrees that during and with respect to construction of the Project provided for in this Agreement that the following will apply:

**11.1 Nondiscrimination.**

The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, including gender identity, sexual orientation and pregnancy, creed, disability, age or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**11.2 Advertising.**

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

**ARTICLE XII: REPRESENTATIONS OF THE DEVELOPER**

The Developer represents warrants and agrees as the basis for the undertakings on its part herein contained that:

**12.1 Organization.**

The Developer is in good standing with the State of Illinois.

**12.2 Authorization.**

The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

**12.3 Non-Conflict or Breach.**

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

**12.4 Pending Lawsuits.**

To the knowledge of the Developer, there are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Developer to proceed with the construction and development of the Project on the Project Site.

**12.5 Location of Project.**

The Project will be located within the Development Area. Additional land to the Project Site may maybe acquired if it becomes available.

**12.6 Conformance with Requirements.**

The Developer represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Development Area.

**ARTICLE XIII: REPRESENTATIONS OF THE CITY**

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

**13.1 Organization and Authorization.**

The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

**13.2 Non-Conflict or Breach.**

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

**13.3 Pending Lawsuits.**

To the knowledge of the City, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

**ARTICLE XIV: MISCELLANEOUS**

**14.1 Prevailing Wages.**

In the performance and execution of the water line construction project, the Developer shall pay prevailing wages as determined pursuant to the Prevailing Wage Act of the State of Illinois, 820 ILCS 130 *et seq* and the Prevailing Wage Ordinance of the City subject to the following:

- (a) A listing of the current prevailing wage rates is available through the Illinois Department of Labor.



- (b) Contractors must comply with provisions of Public Act 93-38 which requires certain language pertaining to prevailing wage be inserted into subcontracts. A list of prevailing wages in effect must be posted at the Development Area.
- (c) The Developer must submit certification paperwork deemed appropriate to ensure they are complying with this requirement.

## **14.2 Authorized Representatives.**

### **14.2.1 Developer.**

By complying with the notice provisions hereof, the Developer shall designate an authorized representative from time to time, who, unless applicable law requires action by the managing partner, Board of Directors or other individual or group of the Developer, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Developer.

### **14.2.2 City.**

By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Developer on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

## **14.3 Limited Liability to Others.**

Except as otherwise expressly provided herein, the City shall not be obligated to make any payments to any person other than the Developer (and its permitted assignees), nor shall the City be obligated to pay any contractor, subcontractor, mechanic, materialman providing services or materials to the Developer for or in respect of the Development Project.

## **14.4 Binding Upon Successors in Interest.**

This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

## **14.5 Titles of Paragraphs.**

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.

## **14.6 Notices.**

All notices, requests, consents, approvals, demands or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as the date of actual service, if personally served, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

the City:  
City Clerk  
One Gary K. Anderson Plaza

*with copies to:*  
City Manager  
One Gary K. Anderson Plaza

Decatur, IL 62523

Decatur, IL 62523

the Developer:

CCI Properties LLC,  
2604 Haarmann  
Effingham, IL

*with a copy to:*

CCI Redi-Mix Decatur  
705 E. McKinley  
Decatur, IL 62523

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

**14.7 Severability.**

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**14.8 Project Sign.**

Prior to commencement of construction of the Project or any phase thereof, the Developer shall place at the front of the Project or any phase thereof a Project identification sign which sign shall contain the following:

- (a) A colored elevation view of the Project or any phase thereof being constructed;
- (b) A listing of the Project team including the City; and
- (c) A brief two (2) or three (3) line description of the Project.

**14.9 Memorandum of Agreement.**

At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project.

**14.10 Further Assistance and Corrective Instruments.**

The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

**14.11 No Joint Venture, Agency, or Partnership Created.**

Neither anything in this Agreement nor any acts of the City and/or the Developer under this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or

employee of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

## **ARTICLE XV: TERMS OF THE AGREEMENT**

### **15.1 Entire Agreement.**

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

### **15.2 Severability.**

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

### **15.3 Execution.**

This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

### **15.4 Laws.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

### **15.5 Language.**

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party, regardless of which is the drafter.

### **15.6 Headings.**

All headings contained in this Agreement are for convenience of reference only and shall not be interpreted to expand or limit any provision hereof.

### **15.7 Legal Authority.**

Each of the above said parties represents and warrants that each of the above said parties has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR  
an Illinois municipal corporation

CCI Properties LLC

By: \_\_\_\_\_  
Julie Moore Wolfe  
Mayor of Decatur

By: \_\_\_\_\_ By: \_\_\_\_\_  
**AUTHORIZED OFFICER**

Attest:

Attest:

By: \_\_\_\_\_  
Kim Althoff  
City Clerk

By: \_\_\_\_\_

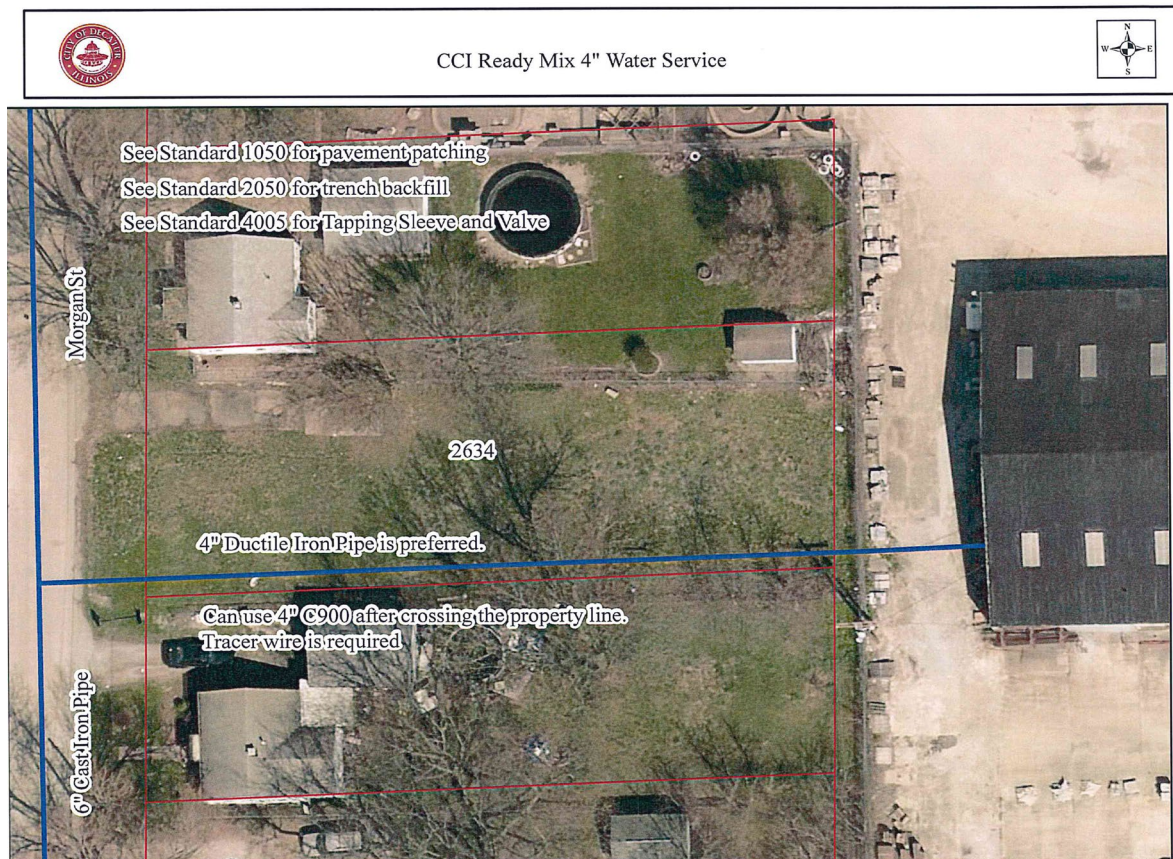
95% DRAFT

Exhibit 1 PROJECT DESCRIPTION AND SITE PLAN

LEGAL DESCRIPTION OF SITE TO BE PROVIDED

95% DRAFT

## EXHIBIT 2 WATER LINE PROJECT



### **A. PROJECT COSTS**

- Plumbing Contractor - \$29,050
- Demo/Equipment/Backfill Material - \$5,750

### **B. INCENTIVES**

City will reimburse up to 100% of costs, not to exceed \$35,000

City Clerk

**DATE:** 9/30/2022

**MEMO:**

**TO:** Mayor Moore Wolf  
City Council Members

**FROM:** Jon Kindseth  
Deputy City Clerk

**SUBJECT:** Resolution Authorizing Agreement City of Decatur, Illinois Hawk Attollo-Power Purchase Agreement (Solar Canopy Project)

**ATTACHMENTS:**

| Description                          | Type              |
|--------------------------------------|-------------------|
| Memo                                 | Cover Memo        |
| Resolution                           | Resolution Letter |
| Exhibit-Hawk Attollo                 | Exhibit           |
| Solar PPA Cash Flow                  | Backup Material   |
| Decatur Ice Rink-Solar PPA Cash Flow | Backup Material   |
| Solar Panels Info                    | Backup Material   |
| Solar Canopy Pictures                | Backup Material   |

## OFFICE OF THE CITY MANAGER

**DATE:** October 3, 2022

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

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

**SUBJECT:** Resolutions Authorizing Behind the Meter Solar Projects for the Decatur Civic Center.

**RECOMMENDATION:** It is recommended by staff that these three items be approved.

**BACKGROUND:** In 2020, the city with help of our energy consultant CQI, performed preliminary solar capabilities analysis of City owned sites throughout Decatur. Based on that solar feasibility study two sites were selected as the first projects to pursue. In 2021, the City of Decatur, solicited for RFPs for behind the meter solar projects for the Civic Center and the Library. Contractors could consider both roof top solar as well as ground mounted options. Three companies responded, though one was determined to be incomplete. Of the respondents the best proposal was selected and over the past year we have worked on details of the project with the solar contractor.

The library site has been put on hold, due to resistance from the utility, because of the electrical feed for the library building. Ameren is opposed to any solar project in the downtown area, due to that electrical distribution loop. Fortunately, the Civic Center is not on the same protected loop as the Library, and Ameren has supported this proposed solar project at the Civic Center. There are two separate projects for the Civic Center, as there are two separate feeds and meters to the Civic Center. The city is the account holder for both, and there is cost sharing with the Civic Center on utility expenses. There are no differences between the two systems, more of split within the system to feed two separate power meters.

We believe are now ready to seek Council approval for these two projects at the Civic Center. The Contractor, Hawk-Attolo, will cover most of the parking stalls in the Civic Center parking lot with Parking canopies with solar panels attached to them. There are pictures of the parking canopies and solar panels included in Council materials. There will be 2,616 panels between these two systems, with a total estimated build expense of approximately \$5 million dollars. The Contractor will own and maintain the system and the city will purchase the power generated from this system through a power purchase agreement. The city has no capital outlays or expenses because of these solar projects, just cheaper clean electricity. This project is actually expected to save us more than \$100K annually moving forward. The City will have the right to purchase and own the system at



any time should we choose such option. There is much more to say about this project, but for brevity purposes, I will stop here. Please feel free to ask any questions you may have.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** Decatur Civic Center Board and staff.

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

**BUDGET/TIME IMPLICATIONS:** This project will save the City and Civic Center collectively approximately \$100,000 annually.

**RESOLUTION NO. R2022 \_\_\_\_\_**

**RESOLUTION AUTHORIZING AGREEMENT  
-CITY OF DECATUR, ILLINOIS-  
-HAWK-ATTOLLO-  
-POWER PURCHASE AGREEMENT (SOLAR CANOPY PROJECT)-**

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

Section 1. Resolution authorizing agreement with Hawk-Atollo for Power Purchase Agreement regarding Solar Canopy Project.

WHEREAS, the City of Decatur, an Illinois home rule municipal corporation (“City”) entered into an Intergovernmental Cooperation Agreement (“Agreement”) with the Decatur Metropolitan Exposition, Auditorium and Office Building Authority (“Civic Center”) dated November 24, 1980 for the purpose of setting forth the use and occupancy by the City of a portion of the Civic Center facilities including the use and occupancy of the parking lot area of the Civic Center; and,

WHEREAS, the Agreement was amended in or around January 2012 regarding the parking lot area of the Civic Center; and,

WHEREAS, the City and the Civic Center uses a significant amount of energy for their respective operations in the Civic Center; and,

WHEREAS, the City has entered into negotiations with Hawk-Attollo (“Seller”) for a Power Purchase Agreement (“PPA”) for the construction of a solar canopy project (“Project”) in an effort to reduce energy costs for the City and the Civic Center; and,

WHEREAS, the Project will require modifications to the Civic Center parking areas and certain agreements and cooperation with the Civic Center; and,

WHEREAS, the Project will require an agreement with Seller for both power provided to the Civic Center for ice rink facilities as well as power provided to the remaining area of the Civic Center and;

WHEREAS, the Project will require an Agreement for Interconnection of Distributed Generation Facilities with Ameren Illinois Company, an Illinois corporation.

NOW THEREFORE,

Section 1. That a preliminary draft of a Power Purchase Agreement with Hawk-Attollo is attached hereto and marked Exhibit A.

Section 2. That the City Manager or his designee is authorized to enter into negotiations with Hawk-Attollo for a final Power Purchase Agreement to allow for Project and the supply of energy through a solar energy canopy to the Civic Center ice rink facilities and for the remaining facilities of the Civic Center.

Section 3. That the City Manager or his designee is authorized to execute an Agreement with Hawk-Attollo for a Power Purchase Agreement to allow for Project and the supply of energy through a solar energy canopy to the Civic Center ice rink facilities and for the remaining facilities of the Civic Center with terms deemed acceptable by the City Manager or his designee.

PRESENTED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

JULIE MOORE WOLFE  
MAYOR

ATTEST:

---

ANGELA HARPER  
DEPUTY CITY CLERK

## POWER PURCHASE AGREEMENT ("PPA")

This Solar Power Purchase Agreement (this "**Agreement**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Seller below (the "**Effective Date**").

| <b>Purchaser:</b>         |                                                                                                                              | <b>Seller:</b>                       |                                                                                                 |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>Name &amp; Address</b> | City of Decatur<br>1 Gary K. Anderson Plaza<br>Decatur, IL 62523<br><br>Attn: City Manager                                   | <b>Name &amp; Address</b>            | Hawk-Attollo LLC<br>801 W. Main Street, #A223<br>Peoria, IL 61606<br><br>Attn: Jason Hawksworth |
| <b>Phone</b>              | 217-424-2700                                                                                                                 | <b>Phone</b>                         | 309-231-3900                                                                                    |
| <b>Fax</b>                | 217-424-2871                                                                                                                 | <b>Fax</b>                           | 309-495-7996                                                                                    |
| <b>Email</b>              | <a href="mailto:wrighton@decaturil.gov">wrighton@decaturil.gov</a>                                                           |                                      | <a href="mailto:jason@hawkenergysolutions.com">jason@hawkenergysolutions.com</a>                |
| <b>Premises Ownership</b> | Purchaser [ ] owns [X] leases the Premises.<br><br>Parking Lot Canopies on Parking Lot across North St. from City Buildings. | <b>Additional Seller Information</b> |                                                                                                 |

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the "**System**") and installed at the Purchaser's facility described in **Attachment A** (the "**Facility**").

The exhibits listed below are incorporated by reference and made a part of this Agreement (checked if applicable).

- X** Exhibit 1: Basic Terms & Conditions
- X** Exhibit 2: System Description
- N/A** Exhibit 3: Credit Information
- X** Exhibit 4: General Terms & Conditions
- X** Exhibit 5: Form of Easement Agreement
- X** Exhibit 6: Performance Guarantee Agreement
- X** Exhibit 7: Project Requirements

## POWER PURCHASE AGREEMENT ("PPA")

### Authorization Signatures:

**Purchaser:** City of Decatur, IL

**Seller:** Hawk-Attollo, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Scot Wrighton

Printed Name: \_\_\_\_\_

Title: Decatur City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

95% DRAFT

## POWER PURCHASE AGREEMENT ("PPA")

10. Illinois Power Agency/Illinois Solar For All: All projects in Illinois Solar For All will be compliant with the program requirements including the ownership of environmental benefits and applicable mandatory terms and conditions in the consumer disclosure such as the option to cancel, late fees, etc. (Exhibit 8)

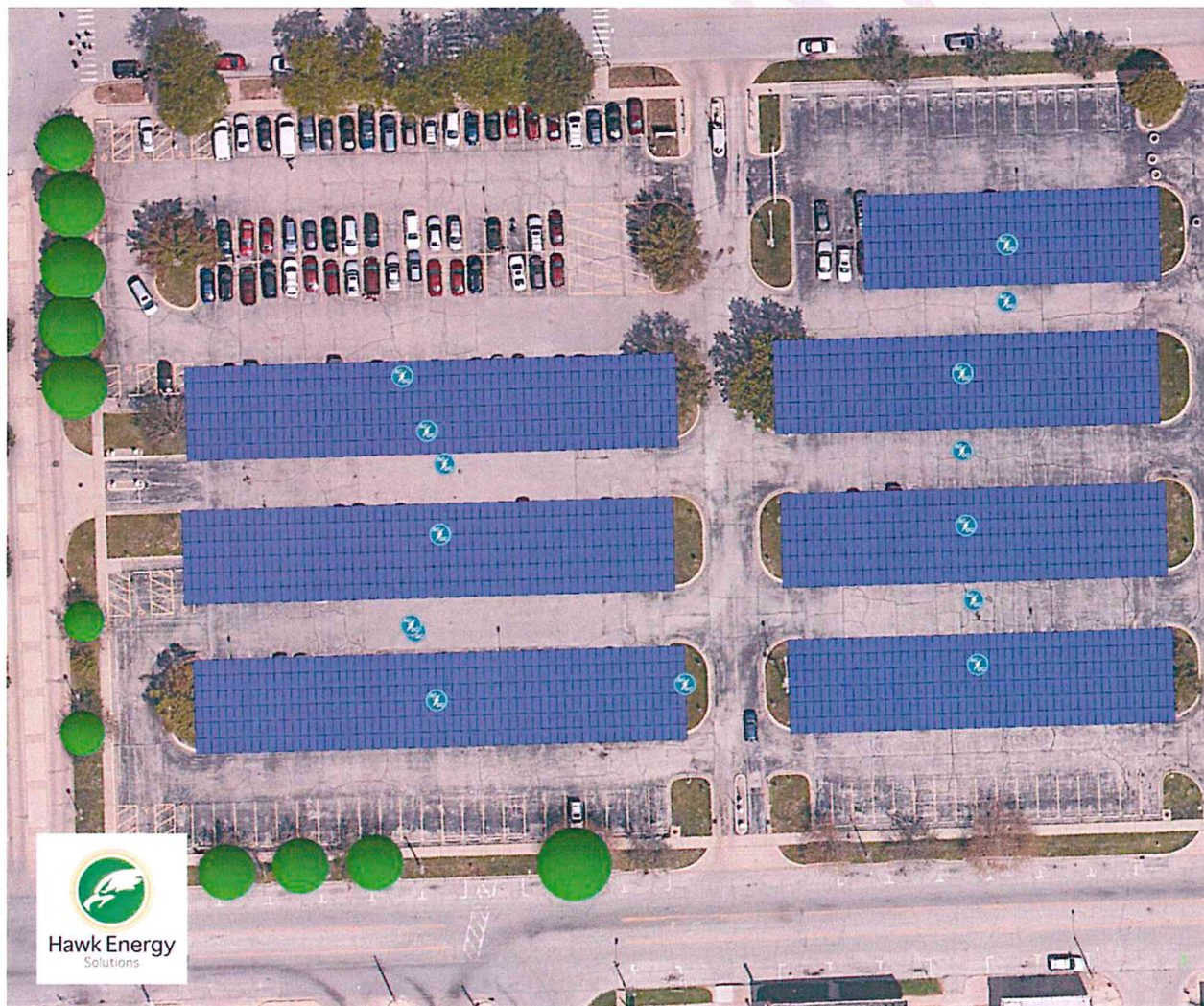
11. System Installation:

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Includes: | <p><input checked="" type="checkbox"/> Design, engineering, permitting, installation, monitoring, rebate application &amp; paperwork processing of the system</p> <p><input checked="" type="checkbox"/> Limited warranty</p> <p><input checked="" type="checkbox"/> Any like substantive equipment, in the sole discretion of the Seller</p> <p><input checked="" type="checkbox"/> State or utility rebate, if any. Describe: <u>To Developer/Seller</u><br/>(Ameren mails check to utility billing customer name on file, which shall be signed over to Developer/Seller.)</p> |
| Excludes: | <p>Unforeseen groundwork (including but not limited to excavation/ circumvention or underground obstacles), upgrades or repairs to the facility, payment &amp; performance bonds, tree removal and trimming.</p>                                                                                                                                                                                                                                                                                                                                                                  |



**POWER PURCHASE AGREEMENT ("PPA")****Exhibit 2, Attachment A**  
**Facility & System Layout**

|                                   |                                             |
|-----------------------------------|---------------------------------------------|
| Aerial Photograph of the Facility | See below                                   |
| Conceptual Drawing of the System  | See below                                   |
| Delivery Point                    | Delivery point at <u>main service panel</u> |
| Access Points                     | At main switch and utility meter input      |





# POWER PURCHASE AGREEMENT ("PPA")

## **Exhibit 4**

### Solar Power Purchase Agreement

#### General Terms & Conditions

August 8, 2013 Solar Energy Finance Association Version 1.0

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
  
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "Term"). Electric energy generated by the System will be delivered to the Purchaser at the delivery point identified on **Exhibit 2** (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
  
3. **Term and Termination.**
  - a. **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the "Utility"), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.



## POWER PURCHASE AGREEMENT ("PPA")

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).
5. **Environmental Attributes and Incentives.** Unless otherwise specified on **Exhibit 1**, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

**"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags

## POWER PURCHASE AGREEMENT ("PPA")

to Buyer without liability for costs or damages or triggering a default under this Agreement.

- c. **Commencement of Construction.** Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder.
- d. **Conditions to Purchaser's Obligations.** Purchaser's obligations under Section 4(a) are conditioned upon the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

### 7. Seller's Rights and Obligations.

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
  - i. any zoning, land use, and building permits required to construct, install and operate the System; and
  - ii. any agreements and approvals from the Utility necessary to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits, and approvals.
- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.
- c. **Non-Standard System Repair and Maintenance.** If seller incurs incremental costs to maintain the System to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in



## POWER PURCHASE AGREEMENT ("PPA")

particular purpose, or warranties arising from course of dealing or usage of trade shall apply. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

### 8. Purchaser's Rights and Obligations.

- a. **License to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors, and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a memorandum of License, and which shall be in form and substance as agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.
- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

## POWER PURCHASE AGREEMENT ("PPA")

tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).

- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19(a), Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **Data Line.** Purchaser shall provide Seller a high-speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high-speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of



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substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.

- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "Contract Year" means the twelve-month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.
- c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation

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- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
  - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
  - iv. Purchaser loses its rights to occupy and enjoy the Premises;
  - v. a Party becomes insolvent or is a part to a bankruptcy, reorganization, insolvency, liquidation receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
  - vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement;
  - vii. Seller fails to remain an Illinois Solar for All ("ILSFA") approved vendor or approved vendor designee;
  - viii. Seller fails to comply with the Prevailing Wage Act as required by the ILSFA program;
  - ix. Seller fails to maintain agreements with and approvals from Ameren to interconnect with its delivery system;
  - x. Seller fails to pay tax liabilities when due; or
  - xi. Seller fails to provide solar generation for the sole use of Purchaser for a period of greater than six (6) months not related to a Force Majeure event.
- b. **Remedies.** Remedies for default, damages upon termination by default, termination payments, and obligations are detailed as follows:
- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.



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reasonable efforts to mitigate its damages as the result of a Default Event.

### 14. Representations, Warranties and Covenants

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:
  - i. Such Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
  - ii. Such Party has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to the Seller the following as of the Effective Date and covenants throughout the Term:
  - i. **License.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
  - ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
  - iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the



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- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law. Seller's commercial general liability insurance shall be endorsed to name Purchaser as an additional insured and shall also include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the additional insured has other insurance that is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance covered by the additional insured shall be excess and non-contributing with the insurance provided by the Seller."
    - ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance coverage of at least 1,000,000 dollars (\$1,000,000) per occurrence and 2,000,000 dollars (\$2,000,000) annual aggregate.
  - c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is canceled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise canceled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policyholders Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
  - d. **Certificates.** Upon the other Party's request, each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
  - e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.
16. **Ownership; Option to Purchase.**
- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19) Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will



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to the Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If the Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

### 17. **Indemnification and Limitations of Liability**

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of



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the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment, and no late fees will be imposed during the reasonable recovery period for Purchaser up to one-hundred and twenty (120) days.
- d. If a Force Majeure event continues for a period of six (6) months, one-hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

### 19. Assignment and Financing.

- a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party within thirty (30) calendar days, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a



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other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a) but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

- 21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of



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(Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries).

- e. **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and delivery an instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
  
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
  
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
  
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have

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- m. **No Third-Party Beneficiaries.** Except for assignees, Financing Parties [and Successor Providers] permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- n. **Bonding.**
- i. **Performance Bond Liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one-year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
  - ii. **Payment Bond Liability.** Any payment bond issued will cease at the termination of any time required by law.
  - iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.



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## Exhibit 5

### Form of Easement Agreement<sup>1</sup>

This Easement Agreement (this "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "**Effective Date**") by and between \_\_\_\_\_ ("**Grantor**"), and \_\_\_\_\_ ("**Grantee**").

#### Recitals

- A. Grantor is the Owner of those certain parcels or tracts of ground located in \_\_\_\_\_, known as Lot \_\_\_\_\_, Block \_\_\_\_\_, and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the "**Premises**").
- B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the "**Solar Agreement**") pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the "**System**") for the purpose of providing electric energy to portions of the facilities or facility (the "**Facility**") located on the Premises.
- C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

#### Agreement

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee's performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30<sup>th</sup>) anniversary of the Effective Date, and (b): one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. No

<sup>1</sup> If Grantor and Purchaser are not the same person, a three-party agreement will be necessary between the Purchaser, the Grantor, and the Grantee.

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6. **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable, and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

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IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PURCHASER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]**



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this surplus will be carried over and will be used to offset any deficits that may occur in the next true up period.

D. **"Guaranteed kWh":**

| True Up Term Years | City of Decatur - Guaranteed kWh |
|--------------------|----------------------------------|
| Years 1-3          | 3,224,752                        |
| Years 4-6          | 3,128,973                        |
| Years 7-9          | 3,036,040                        |
| Years 10-12        | 2,945,866                        |
| Years 13-15        | 2,858,371                        |

E. **"Actual kWh"** means the AC electricity produced by the System in kilowatt-hours measured and recorded by Seller during each successive thirty-six (36) month anniversary of the Commercial Operation Date. To measure the Actual kWh, the parties shall use the Egaugé revenue grade meter or to the extent such services are not available, Seller will estimate the Actual kWh by using reasonable commercial methods.

F. **Effective Date:** The term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date (the "Term"), unless and until the earlier termination of the PPA. If the Parties to the PPA elect to renew the PPA at the end of its term as provided for therein, Purchaser may request that this Agreement be-renewed in conjunction with the PPA. Seller shall promptly respond to such request with the terms under which Seller will renew this Agreement.

2. **Exclusions.** The Guarantee does not apply to any repair, replacement or correction required due to the following:

- A. Someone other than Seller or its approved service providers installs, removes, re-installs or repairs the System;
- B. Destruction or damage to the System or its ability to safely produce energy not caused by Seller or its approved service providers while servicing the System (e.g., a tree falls on the System);
- C. Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA to the extent such failure or breach impacts System production (such as if Purchaser modifies or alters the System);
- D. Purchaser's breach of this Agreement including being unavailable to provide access or assistance to Seller in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- E. Any Force Majeure Event (as defined below);

## POWER PURCHASE AGREEMENT ("PPA")

|                                                                                                                                                                                                             |                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Seller:</b><br>Hawk-Attollo, LLC<br>801 W. Main Street, Suite A221<br>Peoria, IL 61606<br>Attn: Jason Hawksworth<br>PHONE: (309) 231-3900<br>FAX: (309) 495-7996<br>EMAIL: jason@hawkenergysolutions.com | <b>Purchaser:</b><br>City of Decatur<br>1 Gary K Anderson Plaza<br>Decatur, IL 62523<br>Attn: Scott Wrighton<br>PHONE: (217) 424-2700<br>FAX: (217) 424-2871<br>EMAIL: wrighton@decaturil.gov |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

5. **Applicable Law.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Illinois.
6. **Entire Agreement, Changes.** This Agreement contains the parties' entire agreement regarding the matters set forth herein. Seller's obligations under this Agreement are separate and distinct from the obligations of the Seller or its assigns under the PPA. No breach of this Agreement shall affect either Party's obligations under the PPA. Any change to this Agreement must be in writing and signed by both Parties. If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



## POWER PURCHASE AGREEMENT ("PPA")

### Exhibit 7

#### Project Requirements

##### 1) General Requirements

- a) The CITY is seeking to construct an energy system using conventional solar photovoltaic technology to produce electricity to connect to the existing building electrical service to provide 90% coverage for the account.
- b) No work is to be performed without approved permits from the appropriate governmental jurisdictions.
- c) CONTRACTOR must maintain insurance coverage that meets the minimums set by the CITY for the term of the PPA agreement. Any breach in this coverage will be cause for termination of the POWER PURCHASE AGREEMENT at no cost to the CITY.
- d) The CONTRACTOR shall provide a "turn-key project" that includes, but is not limited to, securing all permits and approvals from governing agencies, Ameren and applicable regulatory authorities, and all services and equipment necessary to produce fully operational solar photovoltaic electric generation systems.
- e) The CONTRACTOR shall stipulate in the PPA that if the utility and related regulatory approvals are not granted, to include but not limited to the utility interconnection, the PPA will be terminated at no cost to the CITY.
- f) The CONTRACTOR shall stipulate in the PPA that if permits, approvals, and authorizations granted for the installation and operation of the system from local, state, and federal agencies and regulatory authorities are not granted, to include but not limited to, building permits, electrical permits, environmental approvals, fire department approvals, storm water management approvals and related regulatory approvals & authorizations, the PPA will be terminated at no cost to the CITY.

##### 2) Electrical Service and Interconnection Requirements

- a) The CONTRACTOR shall provide a layout of the solar system and identify the location of the interconnection to the utility and the host CITY metered account.
- b) The CONTRACTOR shall interconnect the solar system with the existing building service and this service shall be independent of the other services required by the facility.
- c) The contractor is to determine the main service amperage for each account to be associated with the solar system.
- d) The solar system shall be a Net Meter interconnection with Ameren Illinois in accordance with the current Distributed Generation Interconnection Administration Code.

## POWER PURCHASE AGREEMENT ("PPA")

- i) Further design and submission of applications for permits and regulatory approvals shall not commence until the "design development" contract documents are approved by the CITY.
  - j) The CONTRACTOR shall provide services to install Fire Department Emergency Disconnection System at the main service disconnection for the City of Decatur Fire Rescue response personnel. The disconnection shall allow emergency personnel secure access to the disconnection panel. The National Electric Code (NEC) requires a "rapid shut down system" to insure full shut down of electricity production from the solar panels, inverters, and associated equipment. The CONTRACTOR shall include in the design development and final design documents details on the service disconnect location, panel, controls, and sequence of operation.
  - k) Upon the CITY'S approval of the design development documents the CONTRACTOR shall develop and submit 95% design documents to include but not limited to solar grid support structure, solar array, electric equipment, electrical interconnection/metering equipment, and all related building components.
  - l) The CONTRACTOR shall include final specifications for the solar panels, inverters, electric equipment, electrical interconnection/metering, system controls and monitoring equipment. Submit with the 95% design documents the detailed permit/regulatory submission plan and Ameren Illinois interconnection and related permit applications submission plan for CITY review and comment.
  - m) Upon approval from the CITY the CONTRACTOR shall complete the 100% design documents for the complete system. The design documents shall be signed and sealed by the applicable design professionals to include, but is not limited to, structural engineer, electrical engineer, solar engineer, and if applicable, a registered architect and mechanical engineer. The completed documents are to be provided to the CITY for their records.
- 4) Permit Requirements
- a) The installation shall include, but is not limited to, securing all permits and approvals from governing agencies, Ameren Illinois, and applicable regulatory authorities for all equipment necessary to construct a fully operational solar photovoltaic electric generating system.
  - b) The CONTRACTOR shall develop a detailed permit/regulatory submission plan for CITY review and comment.
  - c) The submission of the permit applications shall be coordinated and submitted with the prior approval of the CITY.
  - d) If approval for utility interconnection is not obtained, the PPA can be terminated by the CITY with no cost or payment due to the CONTRACTOR.
  - e) If approval is not obtained from any applicable regulatory or approval agency to include but not be limited to building permits, environmental permits, storm water management



## POWER PURCHASE AGREEMENT ("PPA")

Office – Ice Rink parking lot. A phased plan must be proposed to ensure continuity of services and access to events by general public and CITY staff.

- b) CONTRACTOR must have the designated Project Manager/Supervisor/Foreman on site at all times when construction is underway.
- c) CONTRACTOR shall propose an area for material delivery and storage & submit to the CITY for review, comments and revisions prior to commencement of construction. The area must be enclosed with a temporary fence or approved enclosure. CITY is not responsible or liable for materials stored onsite by the CONTRACTOR.
- d) CONTRACTOR shall avoid activities creating a significant noise during regular operating/working hours. No temporary interruption of electric power in the buildings, either partially or for the entire service, is to be performed during regular operating/working hours. All service interruption shall be performed with prior approval by the CITY after regular operating/ working hours.
- e) The CONTRACTOR shall provide all labor, materials, equipment, supplies, construction equipment to include cranes, scaffolding, etc. and related services to construct the solar photovoltaic generating systems as requested in this RFP to include but not limited to the following:
  - 1. Solar panels & array
  - 2. Inverters and Components
  - 3. Structural grid support system
  - 4. Electric equipment and all related equipment
  - 5. Electrical interconnection/metering equipment
  - 6. Related system and building components
  - 7. Fire Department Disconnect Panel and Control System
  - 8. Light Pole Removal or relocation
  - 9. New LED Lighting (no maintenance)
  - 10. Remote monitoring equipment
  - 11. Provide all electrical connections to the designated power panels to supply electricity generated by the system to include service panels and inverters
  - 12. Related control equipment
  - 13. Permits
  - 14. Product and equipment warranties from manufactures
  - 15. Operation manuals
  - 16. Installation shall be performed under the supervision of personnel holding a current NABCEP PV Installer certificate
  - 17. Damage to existing buildings and utilities shall be repaired to original condition
  - 18. No work done on this project shall void an existing warranty
  - 19. For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges, and potential future damage to the modules or support structure
  - 20. Corrosion resistance and durability of the hardware shall be provided

## POWER PURCHASE AGREEMENT ("PPA")

- b) The CONTRACTOR shall provide services to the CITY for the ongoing system operations and monitoring services at no additional cost to the CITY for the full term of the PPA.
- c) The purpose of this service is to ensure the solar system is operating as designed and specified as per the performance guarantee. The data shall be collected through the Solar System Performance Monitoring Systems.
- d) The CONTRACTOR shall provide a report on each month's performance within fifteen days on the end of the report month to include: Kilowatt Hours generated monthly, annually and total to date.
- e) Variance in performance shall be identified and recommendations for improvement provided to CITY. Improvements shall be implemented by the CONTRACTOR at no additional cost to CITY.

### 12) System Annual Maintenance Service Contract Requirements

- a) Assuming the purchase of the system by the CITY at a date and cost to be determined. The CONTRACTOR shall provide a contract for ongoing annual system maintenance services to the CITY to include annual preventive maintenance service and on call services if required. The cost will be considered as an additional service to the base construction contract and cost. The CITY can elect to not accept the offer and select another CONTRACTOR to provide the services.

## POWER PURCHASE AGREEMENT ("PPA")

12. Upon selling or moving out of the property, the Purchaser shall have the choice to buy out (at Fair Market Value) the PPA arrangement or transfer it to a new resident/occupant. In order to transfer the PPA agreement, the Purchaser shall ensure that the condition of sale includes the transfer of the PPA agreement and any addenda or otherwise provide for the continuation of the contractual obligations of the PPA under a lease agreement with the new resident/occupant (i.e. renter). Pending the sale or transfer of the utility meter service, Purchaser must maintain a utility account and meter service and cooperate fully with Seller to establish ongoing power sales to the utility (i.e. qualifying facility).

City of Decatur

Hawk-Attollo LLC

Signature

Signature

Date

Date

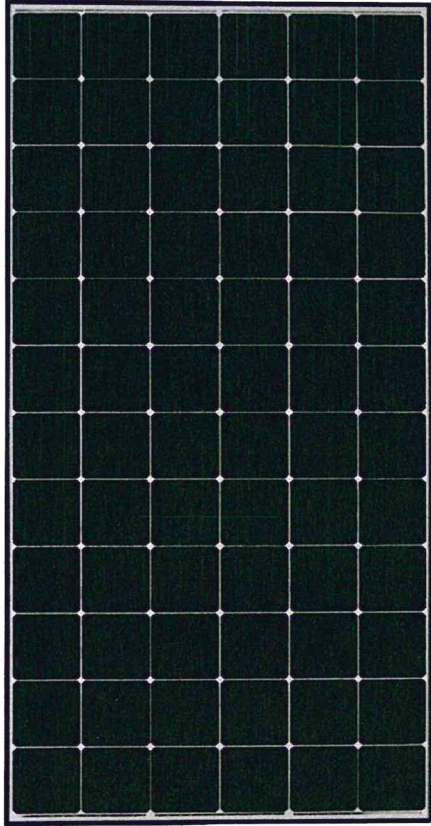


City of Decatur  
Parking Canopy Solar

|                              |      | 1,324,925                       | CNE & Ameren Rates |               |              |             | Hawk PPA & Ameren Rates |               |              |             |             |             |
|------------------------------|------|---------------------------------|--------------------|---------------|--------------|-------------|-------------------------|---------------|--------------|-------------|-------------|-------------|
| Net Meter                    | Year | 95%<br>System kWh<br>Production | Supply Cost        | Delivery Cost | Bundled      | Electricity | Supply Cost             | Delivery Cost | Bundled      | Electricity | Annual      |             |
|                              |      |                                 | CNE                | Ameren        | Consolidated | TOTAL       | Hawk PPA<br>Rate        | Ameren        | Consolidated | TOTAL       | Cost        |             |
|                              |      |                                 | per kWh            | per kWh       | per kWh      | Cost        | per kWh                 | per kWh       | per kWh      | Cost        | Difference  |             |
| Civic Center<br><br>15 Years | 2023 | 1,258,680                       | 0.08729            | 0.02890       | 0.11619      | \$146,246   | 0.0400                  | 0.0108        | 0.0508       | \$63,966    | \$82,280    |             |
|                              | 2024 | 1,252,386                       | 0.08729            | 0.0289        | 0.1162       | \$145,515   | 0.0407                  | 0.0108        | 0.0515       | \$64,498    | \$81,017    |             |
|                              | 2025 | 1,246,124                       | 0.08729            | 0.0289        | 0.1162       | \$144,787   | 0.0414                  | 0.0108        | 0.0522       | \$65,037    | \$79,750    |             |
|                              | 2026 | 1,239,894                       | 0.08904            | 0.0289        | 0.1179       | \$146,228   | 0.0421                  | 0.0108        | 0.0529       | \$65,584    | \$80,644    |             |
|                              | 2027 | 1,233,694                       | 0.08904            | 0.0295        | 0.1185       | \$146,210   | 0.0428                  | 0.0110        | 0.0538       | \$66,406    | \$79,804    |             |
|                              | 2028 | 1,227,526                       | 0.09082            | 0.0295        | 0.1203       | \$147,665   | 0.0435                  | 0.0110        | 0.0546       | \$66,966    | \$80,698    |             |
|                              | 2029 | 1,221,388                       | 0.09082            | 0.0295        | 0.1203       | \$146,926   | 0.0443                  | 0.0110        | 0.0553       | \$67,535    | \$79,391    |             |
|                              | 2030 | 1,215,281                       | 0.09263            | 0.0295        | 0.1221       | \$148,399   | 0.0450                  | 0.0110        | 0.0560       | \$68,112    | \$80,287    |             |
|                              | 2031 | 1,209,205                       | 0.09263            | 0.0295        | 0.1221       | \$147,657   | 0.0458                  | 0.0110        | 0.0568       | \$68,697    | \$78,961    |             |
|                              | 2032 | 1,203,159                       | 0.09449            | 0.0301        | 0.1246       | \$149,857   | 0.0466                  | 0.0113        | 0.0578       | \$69,555    | \$80,302    |             |
|                              | 2033 | 1,197,143                       | 0.09449            | 0.0301        | 0.1246       | \$149,108   | 0.0473                  | 0.0113        | 0.0586       | \$70,155    | \$78,953    |             |
|                              | 2034 | 1,191,157                       | 0.09638            | 0.0301        | 0.1264       | \$150,613   | 0.0481                  | 0.0113        | 0.0594       | \$70,762    | \$79,851    |             |
|                              | 2035 | 1,185,202                       | 0.09638            | 0.0301        | 0.1264       | \$149,860   | 0.0490                  | 0.0113        | 0.0602       | \$71,379    | \$78,481    |             |
|                              | 2036 | 1,179,276                       | 0.09830            | 0.0301        | 0.1284       | \$151,384   | 0.0498                  | 0.0113        | 0.0611       | \$72,004    | \$79,380    |             |
|                              | 2037 | 1,173,379                       | 0.09830            | 0.0307        | 0.1290       | \$151,333   | 0.0506                  | 0.0115        | 0.0621       | \$72,901    | \$78,431    |             |
|                              |      |                                 |                    |               |              | \$2,221,788 |                         |               |              |             | \$1,023,556 | \$1,198,231 |

**City of Decatur  
Parking Canopy Solar**

| 250,960                  |      |            | CNE & Ameren Rates |               |              |             | Hawk PPA & Ameren Rates |               |              |             |            |           |
|--------------------------|------|------------|--------------------|---------------|--------------|-------------|-------------------------|---------------|--------------|-------------|------------|-----------|
| Net Meter                | Year | 95%        | Supply Cost        | Delivery Cost | Bundled      | Electricity | Supply Cost             | Delivery Cost | Bundled      | Electricity | Annual     |           |
|                          |      | System kWh | CNE                | Ameren        | Consolidated | TOTAL       | Hawk PPA Rate           | Ameren        | Consolidated | TOTAL       | Cost       |           |
|                          |      | Production | per kWh            | per kWh       | per kWh      | Cost        | per kWh                 | per kWh       | per kWh      | Cost        | Difference |           |
| Ice Rink<br><br>15 Years | 2022 | 238,410    | 0.08729            | 0.02890       | 0.11619      | \$27,701    | 0.0400                  | 0.0108        | 0.0508       | \$12,111    | \$15,590   |           |
|                          | 2023 | 237,218    | 0.08904            | 0.0289        | 0.1179       | \$27,976    | 0.0407                  | 0.0108        | 0.0515       | \$12,212    | \$15,765   |           |
|                          | 2024 | 236,032    | 0.08904            | 0.0289        | 0.1179       | \$27,837    | 0.0414                  | 0.0108        | 0.0522       | \$12,314    | \$15,522   |           |
|                          | 2025 | 234,852    | 0.09082            | 0.0289        | 0.1197       | \$28,116    | 0.0421                  | 0.0108        | 0.0529       | \$12,418    | \$15,698   |           |
|                          | 2026 | 233,677    | 0.09082            | 0.0295        | 0.1203       | \$28,110    | 0.0428                  | 0.0110        | 0.0538       | \$12,573    | \$15,537   |           |
|                          | 2027 | 232,509    | 0.09263            | 0.0295        | 0.1221       | \$28,392    | 0.0435                  | 0.0110        | 0.0545       | \$12,680    | \$15,712   |           |
|                          | 2028 | 231,347    | 0.09263            | 0.0295        | 0.1221       | \$28,250    | 0.0443                  | 0.0110        | 0.0553       | \$12,787    | \$15,463   |           |
|                          | 2029 | 230,190    | 0.09449            | 0.0295        | 0.1240       | \$28,535    | 0.0450                  | 0.0110        | 0.0560       | \$12,897    | \$15,639   |           |
|                          | 2030 | 229,039    | 0.09449            | 0.0295        | 0.1240       | \$28,392    | 0.0458                  | 0.0110        | 0.0568       | \$13,007    | \$15,385   |           |
|                          | 2031 | 227,894    | 0.09638            | 0.0301        | 0.1264       | \$28,816    | 0.0466                  | 0.0112        | 0.0578       | \$13,170    | \$15,646   |           |
|                          | 2032 | 226,754    | 0.09638            | 0.0301        | 0.1264       | \$28,671    | 0.0473                  | 0.0112        | 0.0586       | \$13,283    | \$15,388   |           |
|                          | 2033 | 225,620    | 0.09830            | 0.0301        | 0.1284       | \$28,963    | 0.0481                  | 0.0112        | 0.0594       | \$13,399    | \$15,564   |           |
|                          | 2034 | 224,492    | 0.09830            | 0.0301        | 0.1284       | \$28,818    | 0.0490                  | 0.0112        | 0.0602       | \$13,515    | \$15,303   |           |
|                          | 2035 | 223,370    | 0.10027            | 0.0301        | 0.1303       | \$29,113    | 0.0498                  | 0.0112        | 0.0610       | \$13,634    | \$15,479   |           |
|                          | 2036 | 222,253    | 0.10027            | 0.0307        | 0.1309       | \$29,101    | 0.0506                  | 0.0115        | 0.0621       | \$13,804    | \$15,298   |           |
| \$426,792                |      |            |                    |               |              | \$193,804   |                         |               |              |             |            | \$232,988 |



### CLASS LEADING POWER OUTPUT

# 420 W

POSITIVE POWER TOLERANCE

## -0 - +3 %

### The True American Brand

Mission Solar Energy is headquartered in San Antonio, Texas, where we manufacture our modules. We produce American, high quality solar modules ensuring the highest in class power output and best in-class reliability. Our product line is tailored for residential, commercial and utility applications. Every Mission Solar Energy solar module is certified and surpasses industry standard regulations, proving excellent performance over the long-term. Demand the best, demand Mission Solar Energy.



#### CERTIFIED RELIABILITY

- › Tested to UL 61730 & IEC standards
- › PID resistant
- › Resistance to salt mist corrosion



#### ADVANCED TECHNOLOGY

- › PERC and 6 busbar drive 19.1% module efficiency
- › Ideal for all applications



#### EXTREME WEATHER RESILIENCE

- › 5400 Pa front and 3600 Pa back load
- › Tested to UL 61730
- › 40mm frame



#### BAA COMPLIANT FOR GOVERNMENT PROJECTS

- › Buy American Act
- › American Recovery & Reinvestment Act



#### FRAME-TO-FRAME WARRANTY

Degradation guaranteed not to exceed 2% in year one and 0.58% annually from years two to 30 with 84.08% guaranteed in year 25.

#### CERTIFICATIONS

UL 61730  
IEC 61215 - IEC 61730  
IEC 61701



CEC



Please contact Mission Solar Energy if you have questions or concerns about certification of our products in your area.

\*Standard 12-year product warranty extendable to 25 years with registration:  
[www.missionsolar.com/warranty/](http://www.missionsolar.com/warranty/)



## ELECTRICAL SPECIFICATION

| Product Type          | MSE <sub>xxx</sub> SX6W (xxx=P <sub>max</sub> ) |                |       |       |       |       |       |
|-----------------------|-------------------------------------------------|----------------|-------|-------|-------|-------|-------|
| Power Output          | P <sub>max</sub>                                | W <sub>p</sub> | 405   | 410   | 415   | 420   | 425   |
| Module Efficiency     |                                                 | %              | 18.4  | 18.6  | 18.9  | 19.1  | 19.3  |
| Tolerance             |                                                 | %              | 0/+3  | 0/+3  | 0/+3  | 0/+3  | 0/+3  |
| Short Circuit Current | I <sub>sc</sub>                                 | A              | 10.89 | 10.93 | 10.99 | 11.05 | 11.09 |
| Open Circuit Voltage  | V <sub>oc</sub>                                 | V              | 48.56 | 48.71 | 48.92 | 49.14 | 49.28 |
| Rated Current         | I <sub>mp</sub>                                 | A              | 10.23 | 10.32 | 10.39 | 10.46 | 10.55 |
| Rated Voltage         | V <sub>mp</sub>                                 | V              | 39.59 | 39.73 | 39.93 | 40.14 | 40.27 |
| Fuse Rating           |                                                 | A              | 20    | 20    | 20    | 20    | 20    |
| System Voltage        |                                                 | V              | 1500  | 1500  | 1500  | 1500  | 1500  |

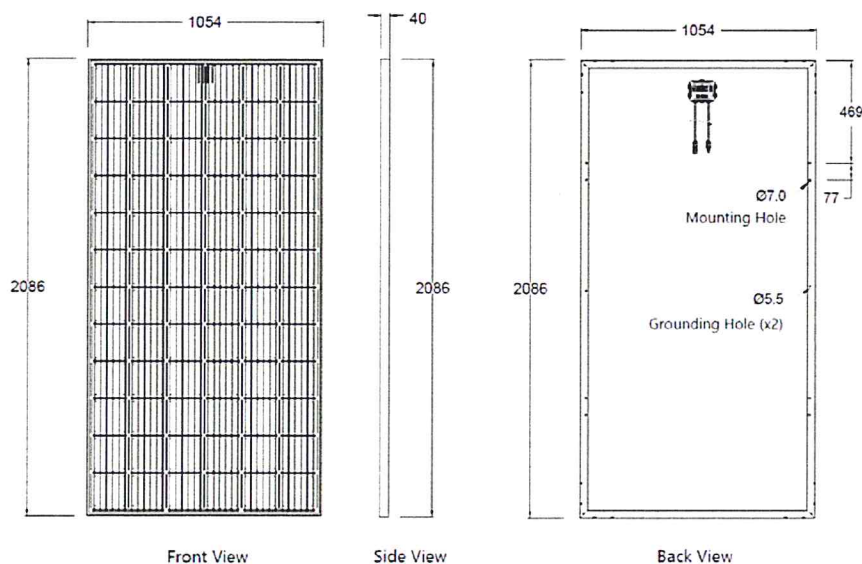
## TEMPERATURE COEFFICIENTS

|                                             |                 |
|---------------------------------------------|-----------------|
| Normal Operating Cell Temperature (NOCT)    | 44.69°C (±3.7%) |
| Temperature Coefficient of P <sub>max</sub> | -0.359%/°C      |
| Temperature Coefficient of V <sub>oc</sub>  | -0.261%/°C      |
| Temperature Coefficient of I <sub>sc</sub>  | 0.044%/°C       |

## OPERATING CONDITIONS

|                                 |                                                           |
|---------------------------------|-----------------------------------------------------------|
| Maximum System Voltage          | 1,500Vdc                                                  |
| Operating Temperature Range     | -40°C (-40°F) to +85°C (185°F)                            |
| Maximum Series Fuse Rating      | 20A                                                       |
| Fire Safety Classification      | Type 1                                                    |
| Front & Back Load (UL Standard) | 5400 Pa front and 3600 Pa back load<br>Tested to UL 61730 |
| Hail Safety Impact Velocity     | 25mm at 23 m/s                                            |

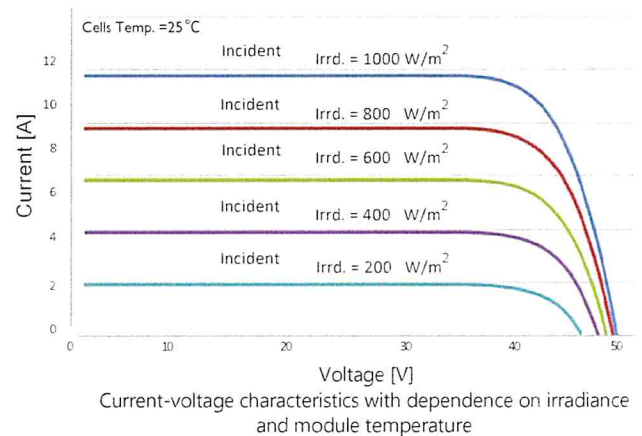
## BASIC DIMENSIONS (UNITS: mm)



## MECHANICAL DATA

|                  |                                               |
|------------------|-----------------------------------------------|
| Solar Cells      | P-type mono-crystalline silicon               |
| Cell Orientation | 72 cells (6x12)                               |
| Module           | 2086mm x 1054mm x 40mm                        |
| Weight           | 23.4 kg (51.6 lbs.)                           |
| Front Glass      | 3.2mm, tempered, low-iron, anti-reflective    |
| Frame            | Anodized                                      |
| Encapsulant      | Ethylene vinyl acetate (EVA)                  |
| Junction Box     | Protection class IP67<br>with 3 bypass-diodes |
| Cables           | 1.2m, Wire 4mm <sup>2</sup> 12AWG)            |
| Connector        | Renhe 05-8                                    |

## MSE415SX6W: 415WP, 72 CELL SOLAR MODULE CURRENT - VOLTAGE CURVE



## CERTIFICATIONS & TESTS

|     |                     |
|-----|---------------------|
| IEC | 61215, 61730, 61701 |
| UL  | 61730               |



CEC



## SHIPPING INFORMATION

| Container FT       |             | Pallets     | Panels      | 420 W Bin |
|--------------------|-------------|-------------|-------------|-----------|
| 53'                | Most states | 28          | 728         | 305.76 kW |
| Double Stack       | California  | 25          | 650         | 273.00 kW |
| Pallet [26 Panels] |             |             |             |           |
| Weight             | Height      | Width       | Length      |           |
| 1450 lbs.          | 47.5 in     | 46 in       | 83.75 in    |           |
| (657 kg)           | (120.65 cm) | (116.84 cm) | (212.72 cm) |           |





## Grid-Tied PV Inverter Overview

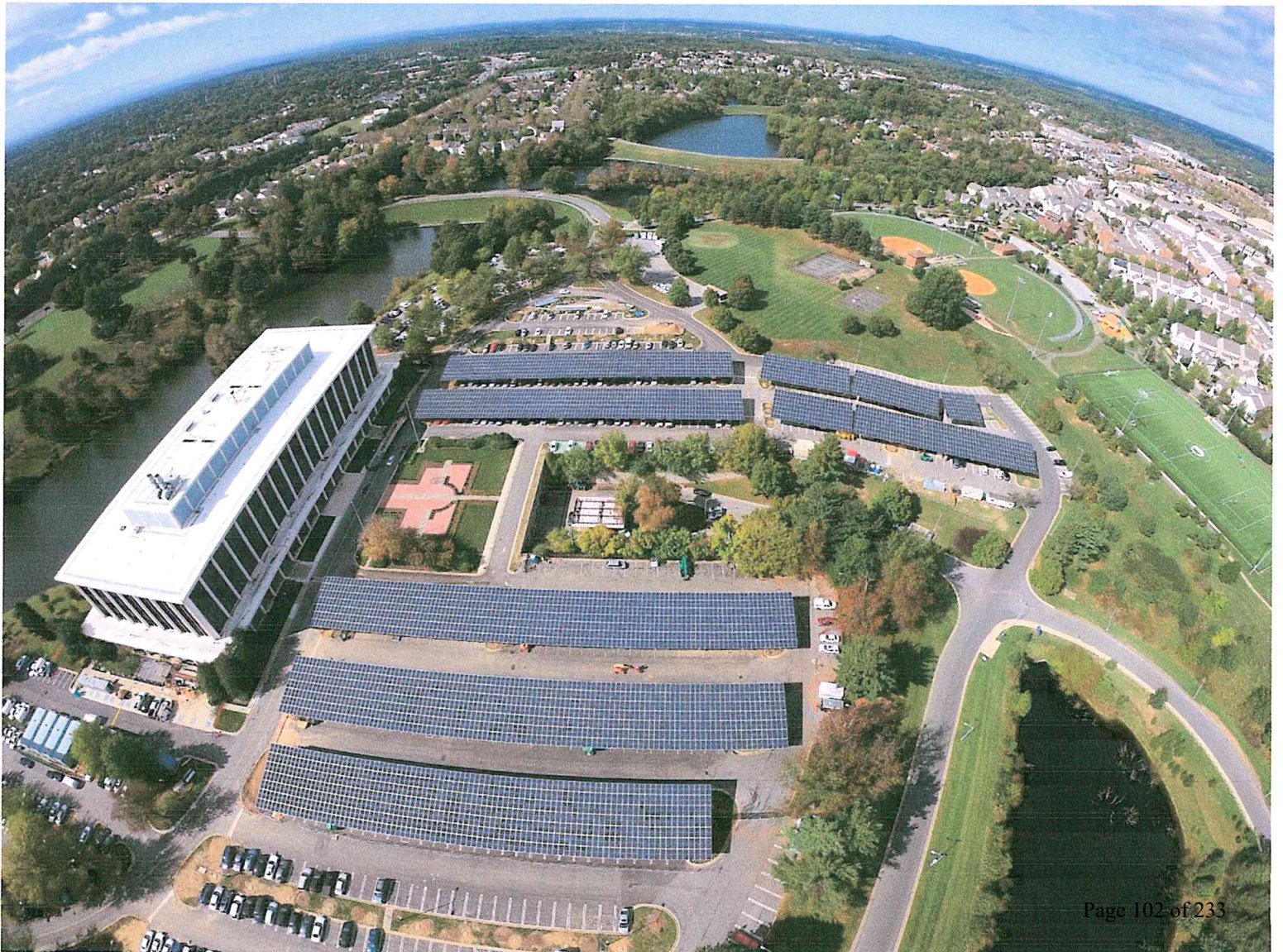




EFS Energy

# City of Decatur Canopy RFP

10/20/2021







## *Canopy Solutions*



Tee-Shape | Truss | Longspan | Garage | Inverted





## Complete Single-Source Solutions

When EPCs and Developers need a dependable solar carport or canopy mounting solution, they turn to RBI Solar. As a single-source provider, RBI Solar is focused on reducing total project costs through complete responsibility for the Design, Engineering, Manufacturing, and Installation of efficient PV racking solutions. When you choose RBI Solar for your next solar carport, you're choosing peace of mind that your project is in the hands of the most trusted racking team in the industry.

### *Why choose RBI Solar?*

- Maximize parking lot functionality
- Single-source solution for canopy structure design and construction
- No on-site welds for faster install
- Multiple manufacturing facilities
- Variety of finishing options available
- In-house engineering team licensed in all 50 states
- Pre-construction design and support resources available
- Water management available
- Multiple foundation options
- DSA options available







### *Tee-Shape Canopy Solution | CP-Tee*

- Most cost-effective solution
- Aisle and perimeter options
- Ideal for budget-focused projects



### *Truss Solution | CP-Truss*

- Accommodates higher snow loads
- Architectural aesthetic appeal



### *Longspan Solution | CP-LS*

- Provides full coverage
- Custom lengths designed per site



### *Garage Solution | CP-G*

- Engineered to existing structure
- Architectural design options for aesthetic appeal



### *Inverted Solution*

- Directs snow and ice away from drive aisles
- Compatible with CP-Tee, CP-Truss and CP-LS

*Optional Customizable Features to All Canopy Structures above include:  
Foundation Options, Finishes, Decking & Gutters and/or Snow guards*

*Over 100 carports constructed in the last 5 years*



## Single-Source Provider

### DESIGN

RBI Solar's in-house designers provides complete structural and foundation design. It is our focus to deliver the most effective and efficient racking solution for each project's site specific conditions.



### ENGINEERING

Our licensed in-house engineers incorporate and analyze data from certified geotechnical reports, on-site pile testing and all applicable codes/loading considerations when designing each individual project.



### MANUFACTURING

Having multiple state-of-the-art manufacturing facilities with vertical integration and refined manufacturing protocol, ensure RBI Solar delivers on overall quality of product with reduced lead times for material delivery to job sites.



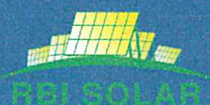
### INSTALLATION

RBI Solar provides single-source responsibility with in-house project management and a network of installation crews. Overall project coordination allows RBI Solar to focus on delivering projects on time and within budget.

## Solar Racking Solutions from the Industry's Most Trusted Team

Contact us at [info@rbisolar.com](mailto:info@rbisolar.com) or (513) 242-2051

[www.rbisolar.com](http://www.rbisolar.com)



City Clerk

**DATE:** 9/29/2022

**MEMO:**

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

**FROM:** Jon Kindseth  
Deputy City Manager

**SUBJECT:** Resolution Authorizing Amendment City of Decatur Illinois Decatur Metropolitan  
Exposition, Auditorium and Office Building Authority-Resolution Civic Center Parking Lot  
Amendment-Solar Project

**ATTACHMENTS:**

Description  
Resolution

Type  
Resolution Letter

**RESOLUTION NO. R2022 \_\_\_\_\_**

**RESOLUTION AUTHORIZING AMENDMENT  
-CITY OF DECATUR, ILLINOIS-  
-DECATUR METROPOLITAN EXPOSITION, AUDITORIUM  
AND OFFICE BUILDING AUTHORITY -  
-RESOLUTION CIVIC CENTER PARKING LOT AMENDMENT – SOLAR PROJECT-**

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

Section 1. Resolution authorizing amendment to intergovernmental cooperation agreement with DECATUR METROPOLITAN EXPOSITION, AUDITORIUM AND OFFICE BUILDING AUTHORITY regarding SOLAR CANOPY PROJECT.

WHEREAS, the City of Decatur, an Illinois home rule municipal corporation (“City”) entered into an Intergovernmental Cooperation Agreement (“Agreement”) with the Decatur Metropolitan Exposition, Auditorium and Office Building Authority (“Civic Center”) dated November 24, 1980 for the purpose of setting forth the use and occupancy by the City of a portion of the Civic Center facilities including the use and occupancy of the parking lot area of the Civic Center; and,

WHEREAS, the Agreement was amended in or around January 2012 regarding the parking lot area of the Civic Center; and,

WHEREAS, the City and the Civic Center uses a significant amount of energy for their respective operations in the Civic Center; and,

WHEREAS, the City has entered into negotiations with Hawk-Attollo (“Seller”) for a Power Purchase Agreement (“PPA”) for the construction of a solar canopy project (“Project”) in an effort to reduce energy costs for the City and the Civic Center; and,

WHEREAS, the Project will require modifications to the Civic Center parking areas and certain agreements and cooperation with the Civic Center and;

WHEREAS, the Project will require an agreement with Seller for both power provided to the Civic Center for ice rink facilities as well as power provided to the remaining area of the Civic Center; and,

WHEREAS, the Project will require an Agreement for Interconnection of Distributed Generation Facilities with Ameren Illinois Company, an Illinois corporation.



NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Section 1. That the City Manager or his designee is authorized to enter into negotiations with the Civic Center to amend the Agreement to allow for Project.

Section 2. That the City Manager or his designee is authorized to execute an amendment to the Agreement to allow for Project with terms deemed acceptable by the City Manager or his designee.

PRESENTED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

JULIE MOORE WOLFE  
MAYOR

ATTEST:

---

ANGELA HARPER  
DEPUTY CITY CLERK

City Clerk

**DATE:** 9/29/2022

**MEMO:**

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

**FROM:** Jon Kindseth  
Deputy City Clerk

**SUBJECT:** Resolution City of Decatur, Illinois-Ameren Illinois Company-Resolution for  
Ameren Interconnection Solar

**ATTACHMENTS:**

| Description       | Type              |
|-------------------|-------------------|
| Resolution-Ameren | Resolution Letter |
| Exhibit-Ameren    | Exhibit           |

**RESOLUTION NO. R2022 \_\_\_\_\_**

**RESOLUTION  
-CITY OF DECATUR, ILLINOIS-  
-AMEREN ILLINOIS COMPANY -  
-RESOLUTION FOR AMEREN INTERCONNECTION SOLAR-**

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

Section 1. Resolution authorizing agreement with Ameren Illinois Company for Interconnection Solar.

WHEREAS, the City of Decatur, an Illinois home rule municipal corporation (“City”) entered into an Intergovernmental Cooperation Agreement (“Agreement”) with the Decatur Metropolitan Exposition, Auditorium and Office Building Authority (“Civic Center”) dated November 24, 1980 for the purpose of setting forth the use and occupancy by the City of a portion of the Civic Center facilities including the use and occupancy of the parking lot area of the Civic Center; and,

WHEREAS, the Agreement was amended in or around January 2012 regarding the parking lot area of the Civic Center; and,

WHEREAS, the City and the Civic Center uses a significant amount of energy for their respective operations in the Civic Center; and,

WHEREAS, the City has entered into negotiations with Hawk-Attollo (“Seller”) for a Power Purchase Agreement (“PPA”) for the construction of a solar canopy project (“Project”) in an effort to reduce energy costs for the City and the Civic Center; and,

WHEREAS, the Project will require modifications to the Civic Center parking areas and certain agreements and cooperation with the Civic Center; and,

WHEREAS, the Project will require an agreement with Seller for both power provided to the Civic Center for ice rink facilities as well as power provided to the remaining area of the Civic Center; and,

WHEREAS, the Project will require an Agreement for Interconnection of Distributed Generation Facilities with Ameren Illinois Company, an Illinois corporation.

NOW THEREFORE,

Section 1. That the Standard Agreement for Interconnection of Distributed Generation Facilities between the City and Ameren Illinois Company, attached hereto and marked Exhibit A is hereby approved.

Section 2. That the City Manager or his designee is authorized to execute the Standard Agreement for Interconnection of Distributed Generation Facilities between the City and Ameren Illinois Company.

PRESENTED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

JULIE MOORE WOLFE  
MAYOR

ATTEST:

---

ANGELA HARPER  
DEPUTY CITY CLERK



**STANDARD AGREEMENT FOR INTERCONNECTION  
OF DISTRIBUTED GENERATION FACILITIES WITH A  
CAPACITY LESS THAN OR EQUAL TO 10 MVA**

This agreement (together with all attachments, the “Agreement”) is made and entered into this 29 day of April 2022, by and between City of Decatur (“interconnection customer”), as a municipal entity organized and existing under the laws of the State of Illinois and Ameren Illinois Company, (“Electric Distribution Company” or “EDC”), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party”, or collectively as the “Parties”.

**Recitals:**

**Whereas**, interconnection customer is proposing to install or direct the installation of a distributed generation facility, or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection customer on 04/21/2022; and

**Whereas**, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the distributed generation facility; and

**Whereas**, interconnection customer desires to interconnect the distributed generation facility with EDC's electric distribution system.

**Now, therefore**, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

**Article 1. Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all approved interconnection requests for distributed generation facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Generation Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

at all times. Interconnection customers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the distributed generation facility.

1.9.3 If the interconnection customer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default, and the terms of Article 6.5 apply.

#### 1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the distributed generation facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the distributed generation facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after the EDC ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the distributed generation facility.

## 2.2 Commercial Operation

The interconnection customer shall not operate the distributed generation facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

## 2.3 Right of Access

The EDC must have access to the disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

# **Article 3. Effective Date, Term, Termination, and Disconnection**

## 3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

## 3.2 Term of Agreement

This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

## 3.3 Termination

3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the distributed generation facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.

3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility, or if the interconnection customer fails to operate the distributed generation facility in parallel with the EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the distributed generation facility, if the EDC determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the distributed generation facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the distributed generation facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the distributed generation facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3.

#### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

##### **4.1 Interconnection Facilities**

- 4.1.1 The interconnection customer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

##### **4.2 Distribution Upgrades**

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose distributed generation facility caused the need for the distribution upgrades.



mutually agreed-upon third-party, with any interest to inure to the benefit of the interconnection customer.

## **Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default**

### **6.1 Assignment**

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the distributed generation facility.

### **6.2 Limitation on Damages**

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

### **6.3 Indemnity**

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

## 6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

## **Article 9. Miscellaneous**

### **9.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.

### **9.2 Amendment**

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

### **9.3 No Third-Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

### **9.4 Waiver**

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

- 9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.
- 9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.



**If to EDC:**

EDC: Ameren Illinois  
Attention: Ameren Net Metering Coordinator  
Address: 10 Executive Dr – Mail Code 910  
City: Collinsville State: IL Zip: 62234

**10.3 Designated Operating Representative**

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

**Interconnection Customer's Operating Representative:** Hawk-Attollo  
Attention: Yvonne Long  
Address: 801 W. Main Street, Suite A223  
City: Peoria State: IL Zip: 61606

**EDC's Operating Representative:** Ameren Illinois  
Attention: Ameren Illinois Net Metering Coordinator  
Address: 10 Executive Dr – Mail Code 910  
City: Collinsville State: IL Zip: 62234

**10.4 Changes to the Notice Information**

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

## Attachment 1

### Definitions

**Adverse system impact** – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

**Applicable laws and regulations** – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

**Commissioning test** – Tests applied to a distributed generation facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE Standard 1547 Section 5.4 "Commissioning tests."

**Distributed generation facility** – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A distributed generation facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

**Distribution upgrades** – A required addition or modification to the EDC's electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a distributed generation facility. Distribution upgrades do not include interconnection facilities.

**Electric distribution company or EDC** – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

**Electric distribution system** – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

**Facilities study** – An engineering study conducted by the EDC to determine the required modifications to the EDC's electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

**Force majeure event** – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any

**Interconnection study** – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

**Illinois standard distributed generation interconnection rules** – The most current version of the procedures for interconnecting distributed generation facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466.

**Parallel operation or Parallel** – The state of operation that occurs when a distributed generation facility is connected electrically to the electric distribution system.

**Point of interconnection** – The point where the distributed generation facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

**Witness test** – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

### **Attachment 3**

#### **Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities**

This attachment is to be completed by the EDC and shall include the following:

1. Required interconnection facilities, including any required metering.

Per the prior studies - EDC shall build the substation facilities as required to support the interconnection of the interconnection customer proposed facility up to the point of disconnect. The interconnection would consist of installing primary metering, Viper at the substation and substation transformer lightning arrester upgrade. The interconnection customer would be responsible for construction to the point of disconnect. All costs shall be paid for and/or reimbursed by the interconnection customer pursuant to Article 5 of this agreement. The interconnection customer is required to construct all facilities which connect to EDC's facilities or otherwise interface with EDC's facilities, all as determined by EDC's final, detailed engineering, in accordance with EDC's published standards.

Additional required interconnection facilities and system upgrades may be identified while completing Detailed Engineering.

2. An estimate of itemized costs charged by the EDC for interconnection, including overheads, based on results from prior studies.

City of Decatur: 400 N Franklin St, Decatur, IL- **780 KW** (PowerClerk DER-09571)



## **Attachment 5**

### **Monitoring and Control Requirements**

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.
2. An internet link to the requirements documents.

<https://www.ameren.com/service-manual>

<http://standards.ieee.org>

## **Attachment 6**

### **Metering Requirements**

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the distributed generation facility.  
  
The specific metering requirements and equipment will be specified as part of the Detailed Engineering.
2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

<https://www.ameren.com/illinois/business/rates/>

<https://www.ameren.com/illinois/electric-choice/renewables>

## Public Works

**DATE:** 9/26/2022

**MEMO:** 2022-59

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

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

**SUBJECT:** Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for 2021 Lake Grove Club Retaining Wall, City Project 2021-20.

### **SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the attached Resolution accepting the bid and awarding the contract for the 2021 Lake Grove Club Retaining Wall, City Project 2021-20, to Kinney Contractors Inc. as the lowest, responsible bidder in the amount of \$351,950.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

### **BACKGROUND:**

#### **Project Description**

The slope along Lake Shore Drive near the Lake Grove Club has a lengthy history of failures. In 2000, the City installed a block wall to eliminate part of the issue. The new wall abutted the existing railroad tie retaining wall that was built by the Lake Grove Club in 1994. The existing railroad tie wall condition has now deteriorated to a condition to require full replacement. A new block wall was proposed to match the existing block wall. A chain-link fence is proposed at the top of the new wall and the existing block wall to meet current safety standards.

The original contract was initiated by Clippers Lawn and Landscaping, Inc. which began demolishing the old wall and then notified the City that they were going out of business. The City immediately notified the company holding the construction security/performance bond for the project and began soliciting bids from selected area contractors to take up and complete the project. The performance bond proceeds will make up the difference between Clipper's original bid and the new bid, so the taxpayers will not suffer a loss due to the higher cost and the original contractor's inability to complete the work.

Three bids were received as follows:

|  |  |                    |
|--|--|--------------------|
|  |  | <b>Compared to</b> |
|--|--|--------------------|

| <b><u>Bidder</u></b>                            | <b><u>Total Bid</u></b> | <b><u>Original Bid Over/(Under)</u></b> |
|-------------------------------------------------|-------------------------|-----------------------------------------|
| <b>Kinney Contractors, Inc.</b>                 | <b>\$351,950.00</b>     | <b>31.7%</b>                            |
| Entler Excavating Co. Inc.                      | \$444,990.00            | 66.6%                                   |
| Neat Landscapes                                 | 485,000.00              | 81.5%                                   |
| Original Bid from Clippers Lawn and Landscaping | \$267,168.50            | -----                                   |

The City approached several contractors and received bids from 3. Kinney Contractors, Inc. provided the lowest responsive and responsible bid.

Kinney has successfully completed numerous projects for the City. Staff recommends that the City Council approve a contract with Kinney Contractors to complete the 2021 Lake Grove Club Retaining Wall 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 for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Kinney was unable to find minority subcontractors to perform the needed subcontracting work. As allowed in Chapter 28 of the City Code, due to the need to move quickly and the difficulty in obtaining bids from contractors willing to attempt to install the new wall prior to winter, the Public Works Director provided an emergency circumstances waiver requiring a full good faith effort to secure minority business enterprise (MBE) participation. There are no minority subcontracts on this project, however they will still work to meet the 18% total hours worked being performed by minority labor.

## **SCHEDULE:**

Work on this project will begin in October and final completion is expected in spring 2023. The contractor intends to have the new wall in place prior to weather requiring the work to stop.

**PRIOR COUNCIL ACTION:**

**May 16, 2022** – The City Council approved Resolution R2022-86 accepting the bid and awarding the contract for the 2021 Lake Grove Club Retaining Wall, City Project 2021-20, to Clippers Lawn and Landscaping Inc. as the lowest, responsible bidder in the amount of \$267,168.50.

**February 16, 2016** – Council approved adding Chapter 51.4 of the City Code establishing a Local Motor Fuel Tax to be used to generate revenue for the construction and maintenance of municipal streets and extensions, sidewalk repairs and maintenance, curbing, grade separations and approaches and engineering services related to those items.

The City Council approved Fiscal Year 2022 Capital Improvements Plan, which included an allocation of funds for this project.

**LEGAL REVIEW:** The project plans and specifications and Agreement were reviewed by the Legal Department.

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

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will attend 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 Local Motor Fuel Tax Fund. The total project cost is \$351,950.00 with a settlement in the amount of \$90,781.50 from Clipper's bonds holder to get the overall cost to the City down to the original bid of \$267,168.50 with a \$6,000 allowance to stabilize the slope.

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

**ATTACHMENTS:**

Description

Type

Resolution Accepting the Bid and  
Authorizing the Execution of a Contract  
with Kinney Contractors, Inc. for 2021 Lake  
Grove Club Retaining Wall, City Project  
2021-20



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION  
OF A CONTRACT WITH KINNEY CONTRACTORS INC. FOR 2021 LAKE  
GROVE CLUB RETAINING WALL  
CITY PROJECT 2021-20**

---

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

Section 1. That the bid of Kinney Contractors, Inc. in the amount of \$267,168.50 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 2. 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 Kinney Contractors Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$267,168.50.

Section 3. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 3<sup>rd</sup> day of October 2022.

---

Julie Moore Wolfe, Mayor

ATTEST:

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Deputy City Clerk

19342 E. Frontage Road  
Raymond, IL 62560  
Tel: 217-229-3322  
Fax: 217-229-3609



4765 Industrial Dr.  
Springfield, IL 62703  
Tel: 217-679-0818  
Fax: 217-679-2679

September 21, 2022

Paul Caswell, City Engineer  
City of Decatur  
#1 Gary K Anderson Plaza  
Decatur, IL 62523-1196

RE: Letter of Notice

Contract: Lake Grove Retaining Wall Project  
County: Macon  
Section: 2021-20  
Route: Lake Grove Club Rd

Dear Mr. Caswell:

The purpose of this letter is to inform the city and its representatives about the proposal we have put together. For scheduling purposes, we are unavailable until after thanksgiving this year. However with weather permitting we would schedule to perform work on the retaining wall this year for as long as material specifications allow. The retaining wall item will take approximately 4-5 weeks to completely install.

We are requesting a substantial completion date of 5/1/2023

If you have any further questions, please call 217-229-3322. I will be happy to assist.

Sincerely,

KINNEY CONTRACOTRS, INC

A handwritten signature in blue ink, appearing to read "William L. Kinney".

William L. Kinney,  
President

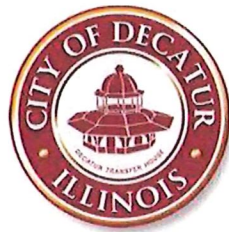
# PROJECT MANUAL

## 2021 LAKE GROVE CLUB RETAINING WALL

**CITY PROJECT 2021-20**

**September 2023**

*a project of the*



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

**FOR BIDDING**

## INFORMATION FOR BIDDERS

For Construction of: **2021 LAKE GROVE CLUB RETAINING WALL**

City Project No.: **2021-20**

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.



## INFORMATION FOR BIDDERS

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

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

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

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

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

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

## 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 Paul Caswell, 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](http://www.DecaturBlue.com).

The City of Decatur maintains City project information on the City's web site at <https://www.decaturlil.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](http://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.



**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- 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.
- 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:**

**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- 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;

**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- 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:**

**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

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**

For Construction of:                   **2021 LAKE GROVE CLUB RETAINING WALL**

City Project No.:                   **2021-20**

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.



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.

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

The undersigned Bidder acknowledges receipt of the following addenda:

| Addenda #   | Dated | Initial |
|-------------|-------|---------|
| <u>None</u> | _____ | _____   |
| _____       | _____ | _____   |
| _____       | _____ | _____   |
| _____       | _____ | _____   |

The undersigned Bidder expressly agrees to the following provisions:

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

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

|    | SUBCONTRACTOR     | TYPE OF WORK   |
|----|-------------------|----------------|
| 1. | AMCO Fence        | Fence          |
| 2. | Custom Hardscapes | Retaining Wall |
| 3. |                   |                |
| 4. |                   |                |

DATE 9/28, 2022

RETURN WITH BID

(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

Kinney Contractors

(SEAL)

By:

William L. Kinney  
~~CEO~~ President

Business Address &  
Email Address

19342 East Frontage Rd

Raymond, IL 62560

Names of Officers

William L. Kinney  
President

Robert J. Kinney  
Secretary

William L. Kinney  
Treasurer

Attest:

Robert J. Kinney  
Secretary

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS  
DEPARTMENT OF PUBLIC WORKS**

for  
**2021 LAKE GROVE CLUB RETAINING WALL  
CITY PROJECT 2021-20**

**BASE BID**

| <u>WORK<br/>ITEM</u> | <u>DESCRIPTION</u>                                                      | <u>PAY<br/>UNIT</u>     | <u>QTY</u>   | <u>UNIT PRICE</u>  | <u>EXTENSION</u>   |
|----------------------|-------------------------------------------------------------------------|-------------------------|--------------|--------------------|--------------------|
| 20201200             | REMOVAL AND DISPOSAL OF<br>UNSUITABLE MATERIAL                          | CU YD                   | 20           | <u>100.00</u>      | <u>2000.00</u>     |
| 25000100             | SEEDING, CLASS 1                                                        | SQ<br>FOOT              | 12,700       | <u>0.50</u>        | <u>6350.00</u>     |
| 25100115             | MULCH, METHOD 2                                                         | SQ<br>FOOT              | 12,700       | <u>0.50</u>        | <u>6350.00</u>     |
| 28200200             | FILTER FABRIC                                                           | SQ<br>YARD              | 320          | <u>5.00</u>        | <u>1600.00</u>     |
| 28000400             | TEMPORARY EROSION CONTROL,<br>PERIMETER BARRIER                         | FOOT                    | 250          | <u>5.00</u>        | <u>1250.00</u>     |
| 31101100             | SUBBASE GRANULAR MATERIAL,<br>TYPE B                                    | CU YD                   | 20           | <u>140.00</u>      | <u>2800.00</u>     |
| 52200800             | SEGMENTAL CONCRETE BLOCK<br>WALL                                        | SQ<br>FOOT              | 2,500        | <u>99.00</u>       | <u>247,500.00</u>  |
| 60146304             | PIPE UNDERDRAIN FOR<br>STRUCTURES, 4 INCH                               | FOOT                    | 450          | <u>16.00</u>       | <u>7200.00</u>     |
| 66400105             | CHAIN LINK FENCE, 4 FOOT                                                | FOOT                    | 360          | <u>55.00</u>       | <u>19,800.00</u>   |
| 67100100             | MOBILIZATION                                                            | LUMP<br>SUM             | 1            | <u>22,000.00</u>   | <u>22,000.00</u>   |
| 70102620             | TRAFFIC CONTROL                                                         | LUMP<br>SUM             | 1            | <u>4000.00</u>     | <u>4000.00</u>     |
| X0322869             | <del>REMOVE EXISTING TIMBER<br/>WALLS AND STAIRS</del>                  | <del>LUMP<br/>SUM</del> | <del>1</del> |                    |                    |
| X1800002             | RIVER ROCK                                                              | TON                     | 40           | <u>120.00</u>      | <u>4800.00</u>     |
| XX003424             | CONNECT TO EXISTING<br>STRUCTURE                                        | EACH                    | 1            | <u>3900.00</u>     | <u>3900.00</u>     |
| Z0055905             | TEMPORARY CONSTRUCTION<br>FENCE                                         | FOOT                    | 400          | <u>6.00</u>        | <u>2400.00</u>     |
| Z0009000             | ALTERATIONS, CANCELLATIONS,<br>EXTENSIONS, DEDUCTIONS AND<br>EXTRA WORK | EACH                    | 1            | <u>\$20,000.00</u> | <u>\$20,000.00</u> |

TOTAL BASE BID \$ 351,950.00

TOTAL BASE BID IN WORDS Three hundred

fifty-one thousand nine hundred fifty dollars 00/100



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

RETURN WITH BID

## Minority Business Enterprise (MBE) Utilization Statement

|                       |              |                 |                                     |
|-----------------------|--------------|-----------------|-------------------------------------|
| Date:                 | 9/28/2022    | Project Title:  | 2021 Lake Grove Club Retaining Wall |
| Total Contract Value: | \$351,950.00 | Project Number: | #2021-20                            |

### Section I: Prime Contractor Information

Prime Contractor: Kinney Contractors Inc.  
 Address: 19342 East Frontage Rd  
Raymond, IL 62560  
 Phone: (217) 229-3322  
 Contact Person: William L. Kinney  
 Email: Kinney@roadbuilder.net

### Section II: Selected Subcontractors

| Subcontractor Name | MBE or Non-MBE | Amount       | % of Total Contract | Scope of Work  |
|--------------------|----------------|--------------|---------------------|----------------|
| Amco Fence         | Non            | \$19,890.00  | 5%                  | Fencing        |
| Custom Hardscapes  | Non            | \$216,000.00 | 50%                 | Retaining Wall |
|                    |                |              |                     |                |
|                    |                |              |                     |                |
|                    |                |              |                     |                |
|                    |                |              |                     |                |
|                    |                |              |                     |                |
| 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 |
|-----------------------------------|--------|---------------------|---------------|
| None                              |        |                     |               |
|                                   |        |                     |               |
|                                   |        |                     |               |
| 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 |
|--------------------|-------------------|-----------------|
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |
|                    |                   |                 |

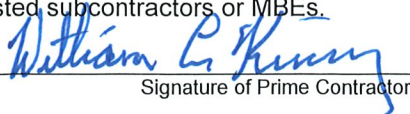
- If more firms were contacted, please copy this form and attach the additional information.

**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

9/28/2022  
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: | 9/28/2022 | Project Title:  | 2021 Lake Grove Club Retaining Wall |
|       |           | Project Number: | # 2021 - 20                         |

Prime Contractor: Kinney Contractors Inc.  
 Address: 19342 East Frontage Rd  
Raymond, IL 62560  
 Phone: (217) 229-3322  
 Contact Person: William L. Kinney  
 Email: Kinney@roadbuilder.net

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.

|                                     |                                                                                                                                                                                                                 |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | 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) |
| <input type="checkbox"/>            | No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)                                                                                                        |
| <input type="checkbox"/>            | The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)                                                                                                 |
| <input checked="" type="checkbox"/> | Other – (State reason and attach explanation)                                                                                                                                                                   |
| <input type="checkbox"/>            | I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)                                                                                                         |

William L. Kinney  
Signature of Prime Contractor

9/28/2022  
Date

FOR OFFICIAL USE ONLY

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> DISAPPROVED |
|-----------------------------------|--------------------------------------|

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

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

REVIEWED BY:

Public Works Director

Date

19342 E. Frontage Road  
Raymond, IL 62560  
Tel: 217-229-3322  
Fax: 217-229-3609



4765 Industrial Dr.  
Springfield, IL 62703  
Tel: 217-679-0818  
Fax: 217-679-2679

September 21, 2022

RE: Lake Grove Retaining Wall Project  
City Project 2021-20

Kinney Contractors Inc was unable to identify any MBE subcontractors to perform this specialized type of work.

Sincerely,

KINNEY CONTRATORS, INC.

A handwritten signature in blue ink, appearing to read "William L Kinney".

William L Kinney  
President



**NON-COLLUSION AFFIDAVIT**

**RETURN WITH BID**

STATE OF Illinois )

) ss  
COUNTY OF Montgomery )

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

Signed: William L. Kinney  
President  
Title

Subscribed and sworn to before me this 28 day of Sept, 2022.



Katherine A. Kinney  
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.

## **PREVAILING WAGE ACT REPORTING**

### **RETURN WITH BID**

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

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

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



PREVAILING WAGE ACT REPORTING

RETURN WITH BID

vi.If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

vii.This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: William L. Kinney Date: 9/28/2022

\_\_\_\_\_  
City of Decatur, Illinois

Kinney Contractors, Inc.  
Contractor

## Information Technology

**DATE:** 10/3/2022

**MEMO:** 2022-08

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

**FROM:** Scot Wrighton, City Manager

James Edwards, Director Information Technology Department

**SUBJECT:** Resolution Accepting Presidio Networked Solutions Group, LLC (Presidio) Quote for purchase of two Master Network Switches.

**SUMMARY RECOMMENDATION:** City Staff recommends that City Council approve the attached Resolution authorizing a purchase from Presidio in the amount of \$76,371.13 for the purchase of two Master Network Switches to replace existing units at end of life.

**BACKGROUND:**

In 2015, City Council authorized building a City Fiber extension to Richland Community College for the express purpose of connecting into the Illinois Century Network (ICN). The ICN is a State of Illinois fiber-based Internet Service Provider (ISP) which has presence state-wide and provides internet access service to local governments, schools, and other not for profit entities. The City's interest in this connection was to partner with an ISP where we could purchase bulk internet service at a discount and then re-sell to City of Decatur businesses. We currently have ten different businesses using this connection (not including City Offices, Police, and Fire) through the two master network switches which will be at end of life on December 31, 2022. End of life means support and security updates will cease and when that happens, it places the City in a situation where we will not have the security we need to protect our businesses using this connection.

**POTENTIAL OBJECTIONS:** None anticipated

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Jim Edwards, IT Director, 450-2236

**BUDGET/TIME IMPLICATIONS:** In late 2021, the City of Decatur was awarded Federal Stimulus American Rescue Plan (ARP) funds of which a portion can be used for Fiber Broadband Infrastructure Expansions. The cost of this equipment will be paid out of the City Council approved City Fiber Fund allocation of ARP monies (that were transferred to the city's Enterprise Fund to support the broadband utility), Fund 77.

**ATTACHMENTS:**

| Description    | Type              |
|----------------|-------------------|
| Resolution     | Resolution Letter |
| Presidio Quote | Backup Material   |

**RESOLUTION NO. R\_\_\_\_\_**

**RESOLUTION ACCEPTING PRESIDIO NETWORK SOLUTIONS GROUP, LLC  
QUOTE FOR THE PURCHASE OF TWO MASTER NETWORK SWITCHES.**

---

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

**Section 1.** That the quote received from Presidio Network Solutions Group, LLC and presented herewith be, and it is hereby, received, and placed on file.

**Section 2.** That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Presidio Network Solutions Group, LLC in an amount not to exceed \$76,371.13.

**PRESENTED AND ADOPTED** this 3rd day of October 2022.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

ANGELA HARPER, DEPUTY CITY CLERK

**TO:** City of Decatur IL  
 Matt Baldwin  
 1 Gary K Anderson Plaza - 3rd Floor  
 Decatur, IL 62523  
  
 mbaldwin@decaturil.gov  
 (p) 217.450.2243  
 (f) (217) 450-2284

**FROM:** Presidio Networked Solutions Group, LLC  
 Tadd Gerst  
 8430 West Bryn Mawr Avenue  
 Suite 450  
 Chicago, IL 60631  
  
 tgerst@presidio.com  
 (p) +1.309.306.7833

**Customer#:** CITY0522  
**Account Manager:** Tadd Gerst  
**Inside Sales Rep:** Amy Peterson  
**Title:** Cisco 4500 Replacement Project

**Contract Vehicle:** \*Open Market

| #  | Part #            | Description                                                  | Unit Price  | Qty               | Ext Price   |
|----|-------------------|--------------------------------------------------------------|-------------|-------------------|-------------|
| 1  | C9500-40X-A       | Catalyst 9500 40-port 10Gig switch, Network Advantage        | \$18,528.94 | 2                 | \$37,057.88 |
| 2  | NETWORK-PNP-LIC   | Network Plug-n-Play Connect for zero-touch device deployment | \$0.00      | 2                 | \$0.00      |
| 3  | PI-LFAS-T         | Prime Infrastructure Lifecycle & Assurance Term - Smart Lic  | \$0.00      | 6                 | \$0.00      |
| 4  | PI-LFAS-AP-T-3Y   | PI Dev Lic for Lifecycle & Assurance Term 3Y                 | \$0.00      | 6                 | \$0.00      |
| 5  | C9500-DNA-40X-A   | C9500 DNA Advantage, Term licenses                           | \$0.00      | 2                 | \$0.00      |
| 6  | C9500-DNA-A-3Y    | Cisco Catalyst 9500 DNA Advantage 3 Year License             | \$6,870.20  | 2                 | \$13,740.40 |
| 7  | PWR-C4-950WAC-R   | 950W AC Config 4 Power Supply front to back cooling          | \$0.00      | 2                 | \$0.00      |
| 8  | S9500UK9-176      | Cisco Catalyst 9500 XE 17.6 UNIVERSAL                        | \$0.00      | 2                 | \$0.00      |
| 9  | C9500-NW-A        | C9500 Network Stack, Advantage                               | \$0.00      | 2                 | \$0.00      |
| 10 | C9500-NM-BLANK    | Catalyst 9500 network module blank cover                     | \$0.00      | 2                 | \$0.00      |
| 11 | PWR-C4-950WAC-R/2 | 950W AC Config 4 Power Supply front to back cooling          | \$1,440.75  | 2                 | \$2,881.50  |
| 12 | NETWORK-PNP-LIC-O | Network Plug-n-Play Connect SDWAN SW Device Provisioning     | \$0.00      | 2                 | \$0.00      |
| 13 | CAB-TA-NA         | North America AC Type A Power Cable                          | \$0.00      | 4                 | \$0.00      |
| 14 | CON-SNTP-C95004XA | SNTC-24X7X4 Catalyst 9500 40-port 10Gig switch, Netw         | \$10,625.30 | 2<br>for 36 mo(s) | \$21,250.60 |
| 15 | PWR-C4-950WAC-R=  | 950W AC Config 4 Power Supply front to back cooling          | \$1,440.75  | 1                 | \$1,440.75  |

|                     |  |                    |
|---------------------|--|--------------------|
| <b>Sub Total:</b>   |  | <b>\$76,371.13</b> |
| <b>Grand Total:</b> |  | <b>\$76,371.13</b> |



Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

#### Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

#### Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

#### Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

#### Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

#### Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

#### Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

#### Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

#### Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

#### Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

#### Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

#### SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

**Confidential Information.**

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

City Clerk

**DATE:** 9/28/2022

**MEMO:**

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

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

**SUBJECT:** Waste Management Agreement for Downtown Garbage Service.

**SUMMARY RECOMMENDATION:** It is recommend that the contract be approved.

**BACKGROUND:** The collection and disposal of trash from downtown receptacles is just one component of the services the city provides to the downtown area. The city also maintains street furniture, landscaping in the right-of-ways, specialized street lighting, maintains various off-street parking lots, planters and decorative stone ribbons.

**ATTACHMENTS:**

| Description                                                                                                 | Type              |
|-------------------------------------------------------------------------------------------------------------|-------------------|
| Memo For Garbage Contract Downtown                                                                          | Cover Memo        |
| Resolution Accepting the Bid and Awarding<br>A Contract to Waste Management for<br>Downtown Garbage Service | Resolution Letter |
| Garbage Bid Summary                                                                                         | Backup Material   |
| Garbage Bid Packet-Downtown                                                                                 | Backup Material   |

## OFFICE OF THE CITY MANAGER

**DATE:** October 3, 2022

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

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

**SUBJECT:** Resolution Accepting the Bid from Waste Management and Authorizing Execution of a Contract for Downtown Garbage Service.

**RECOMMENDATION:** It is recommended by staff that this item be approved as presented.

**BACKGROUND:** The City of Decatur has garbage cans in the public right of ways throughout the downtown area and in our two public parks (Central Park and Preston Jackson Park.) There are currently a 39 such garbage receptacles being utilized. The City previously had a contract with Advanced Disposal to service these cans. The contract expired last year around the time of which they were being acquired by Waste Management.

The City bid out the emptying of these cans, specifically with the hope to get interest from the local garbage haulers. Unfortunately, the only company which provided bids for this service was Waste Management. They were also the only company to bid for providing solid waste services to all of the City owned facilities. Despite the significant price increase, we still believe it to be more efficient for this service to be provided by a private garbage hauler versus being provided for by City staff. Pricing and service level documents are attached.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

**BUDGET/TIME IMPLICATIONS:** This contract is a significant increase over prior year's pricing but will be budgeted for accordingly in future budgets.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING THE BID AND AWARDING A CONTRACT TO  
WASTE MANAGEMENT FOR DOWNTOWN GARBAGE SERVICE**

**WHEREAS**, the City of Decatur solicited private garbage haulers for for pricing for services to regularily empty the public gabage cans throughtout the downtown area.

**WHEREAS**, Waste Management was the only respondent.

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

**Section 1.** That the bid be accepted from Waste Management for these services be accepted and a contract for such be awarded.

**Section 2.** That the City Manager, or designee, is hereby, authorized and directed to execute any documents necessary to effectuate this provision of service with Waste Management as presented.

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of October 2022.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Angela Harper, Deputy City Clerk



| <b>Project Name:</b> PUR2022-04 Garbage Service -<br>Downtown Litter Cans<br><br><b>Bid Date:</b> September 20, 2022<br><br><b>Time:</b> 10:00 a.m. |                              |      |      | <b>Waste Management</b><br><br>Chicago, IL |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------|------|--------------------------------------------|--------------------|
|                                                                                                                                                     | Description                  | QTY. | Unit | Unit Price                                 | Total              |
|                                                                                                                                                     | Downtown Litter Cans         |      |      |                                            |                    |
|                                                                                                                                                     |                              |      |      |                                            |                    |
|                                                                                                                                                     | <b>Year One:</b>             |      |      |                                            |                    |
|                                                                                                                                                     | Monthly charge October-April | 7    | ea   | \$2,117.79                                 | \$14,824.53        |
|                                                                                                                                                     | pick up 2x per week          |      |      |                                            |                    |
|                                                                                                                                                     | Monthly charge May-September | 5    | ea   | \$3,167.68                                 | \$15,838.40        |
|                                                                                                                                                     | pick up 3x per week          |      |      |                                            |                    |
|                                                                                                                                                     | <b>Total:</b>                |      |      |                                            | <b>\$30,662.93</b> |
|                                                                                                                                                     | <b>Year Two:</b>             |      |      |                                            |                    |
|                                                                                                                                                     | Monthly charge October-April | 7    | ea   | \$2,225.00                                 | \$15,575.00        |
|                                                                                                                                                     | pick up 2x per week          |      |      |                                            |                    |
|                                                                                                                                                     | Monthly charge May-September | 5    | ea   | \$3,326.00                                 | \$16,630.00        |
|                                                                                                                                                     | pick up 3x per week          |      |      |                                            |                    |
|                                                                                                                                                     | <b>Total:</b>                |      |      |                                            | <b>\$32,205.00</b> |
|                                                                                                                                                     |                              |      |      |                                            |                    |

**TOTAL**

**\$62,867.93**

No bid: IV Container  
Jeremy Doolin Disposal  
Doolin Disposal

# INVITATION TO BID



**CITY OF DECATUR  
PURCHASING DIVISION - 1ST FLOOR  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
(217) 424-2762**

**BID NUMBER: #PUR2022-04**

**BID TITLE: GARBAGE SERVICE  
DOWNTOWN LITTER CANS**

**BID DATE AND TIME: SEPTEMBER 20, 2022  
10:00 A.M.**

## NOTICE TO BIDDERS

The City of Decatur will receive sealed bids to furnish Garbage Service for Downtown Litter Cans.

Bids will be accepted until 10:00 a.m., Central Standard Time, on September 20, 2022 at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.

All bids must be marked in the bottom right hand "SEALED BID FOR GARBAGE SERVICE - DOWNTOWN PUR2022-04." Specifications and proposal forms may be obtained from the Purchasing Office on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

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 instruction for bidders. The Council further reserves the right to award the contract to the bidder which, in the opinion of Council, will best serve the public interest, and the criteria listed herein shall be subordinate to the discretion of Council with regard thereto. 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.

Illinois Human Rights Act Applies

Questions regarding these specifications should be directed to Jessica Taylor (217) 424-2762.

City of Decatur  
Jessica Taylor  
Purchasing Supervisor  
August 23, 2022

## TERMS & CONDITIONS

### 001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur  
Purchasing & Internal Services Division  
#1 Gary K. Anderson Plaza  
Decatur, Illinois 62523-1196  
(217) 424-2762

### 002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.



008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City 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.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of an Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

019 BID OPENING

All formal bids are opened in public by the Purchasing Supervisor or designated representative, at the stated time, date, and place included in the Invitation to Bid. Bidders, interested reporters and the public are allowed and encouraged but not required to attend the formal bid opening. The bidder's name and amount of each bid are read aloud and recorded. No decisions relating to the award of the contract will be made at the opening.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

## 023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

## 024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

## 025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

## 026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

## 027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.



034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photo-copy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

042 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to the City of Decatur any and all licenses and permits required to complete this bid. These licenses and permits shall be readily available for review by the Purchasing Supervisor or designated representative.

048 CERTIFICATE OF INSURANCE

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

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

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

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

COMMERCIAL GENERAL LIABILITY

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

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

COMMERCIAL AUTOMOBILE LIABILITY:

|                                                           |             |
|-----------------------------------------------------------|-------------|
| Bodily Injury & Property Damage,<br>Combined Single Limit | \$1,000,000 |
|-----------------------------------------------------------|-------------|

The policy shall cover owned, nonowned, and hired vehicles.

CERTIFICATE:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

NOTICE:

It shall be an affirmative obligation upon the contractor to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to Purchasing, #1 Gary K. Anderson Plaza, Decatur, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

049 HOLD HARMLESS CLAUSE

The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

## **GARBAGE SERVICE SPECIFICATIONS**

Service must be provided by licensed garbage haulers only.

### DURATION OF CONTRACT

The City intends to award a two year contract to the successful bidder to provide garbage service for the City of Decatur facilities beginning October 15, 2022 and ending October 14, 2024. The unit price(s) submitted will be for the first year of the contract beginning October 15, 2022 and ending October 14, 2023. Unit price(s) for the second year beginning October 15, 2023 and ending October 14, 2024, may be adjusted with the mutual agreement of both parties.

### FREQUENCY OF COLLECTION

Collection shall be made at the frequency of two times per week and increase to three times per week during the time period of May 1 – September 30, weather permitting. Vendor shall contact the appropriate City employee(s) should any receptacle be inaccessible on collection day. City employees shall make receptacle accessible and collection will occur on next scheduled collection day. Vendor will supply City with schedule for all location pick up times/dates as listed below.

### HOLIDAYS

When a Holiday falls on the day that collection will normally be made, each subsequent collection day will be delayed on day. It shall be the vendor's responsibility to inform the City in a timely manner of any change in the collection schedule as a result of a Holiday. Notification can be made to the Purchasing Department for distribution to all departments/locations.

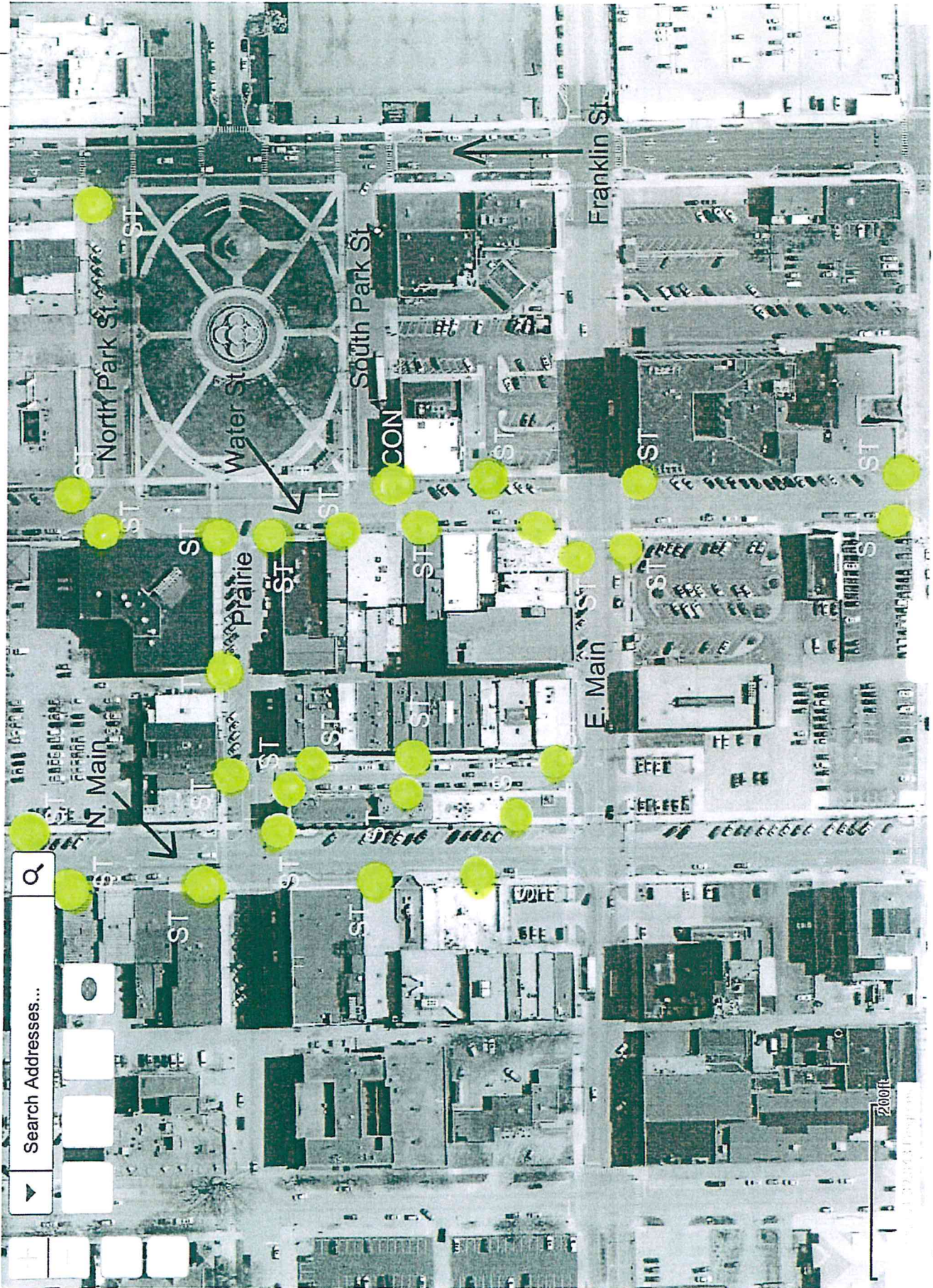
### RECEPTACLES

Thirty-nine (39) receptacles, all 30 gal metal cans enclosed in protective stone or metal barriers. They are located along roadways in the downtown area as well as Central Park and Preston Johnson Park. See attached maps for locations

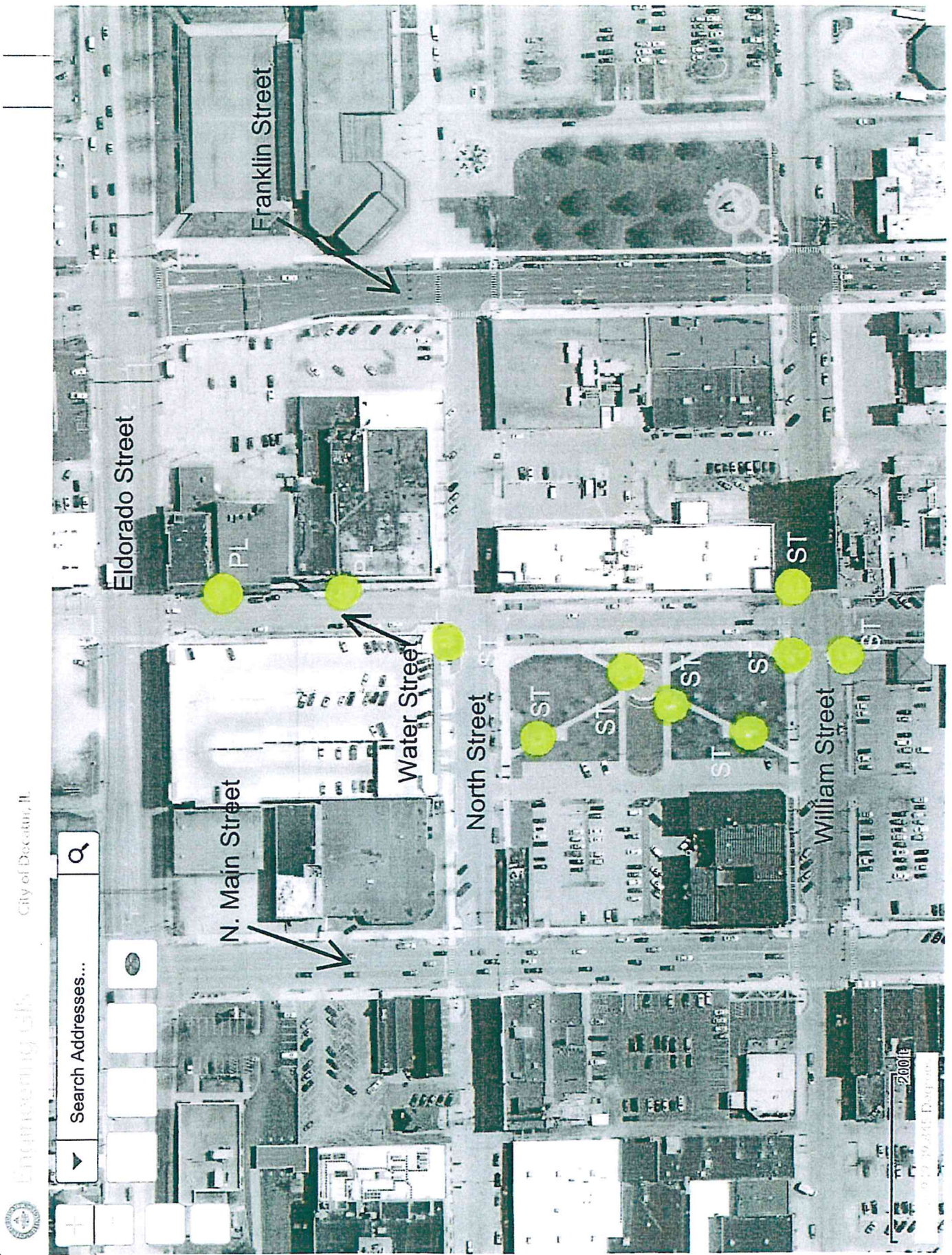












## BIDDER'S PROPOSAL

TO: Purchasing Supervisor, City of Decatur

I/WE \_\_\_\_\_, propose to furnish garbage services in accordance with noted specification, with deviations (if any) and to accept in compensation therefore the price indicated below.

### ATTACHMENT

Attach completed "Bidder's Proposal" and price per specifications listed herein

| <u>LOCATIONS</u>                                                                               | <u>MONTHLY CHARGE</u>                    |
|------------------------------------------------------------------------------------------------|------------------------------------------|
| Central Park, Preston Johnson Park<br>and surrounding areas<br>(as indicated on attached maps) | \$ _____<br>(2x per week, October-April) |
|                                                                                                | \$ _____<br>(3x per week, May-September) |

### REJECTION/AWARD

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

### DEADLINE

Bids will be accepted until September 20, 2022 at 10:00 a.m. at the Purchasing Office, 1<sup>st</sup> floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

### BID IDENTIFICATION

Mark outside of bid envelope "Garbage Service - Downtown – PUR2022-04"

**BID SIGNATURE PAGE**

**If a Corporation**

**Corporate Name** \_\_\_\_\_

**By Registered Agent:**

\_\_\_\_\_  
**Signature (please sign in ink)**

\_\_\_\_\_  
**Print Name**

**Business Address:**

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip**

\_\_\_\_\_  
**Area Code**

\_\_\_\_\_  
**Telephone Number**

**Name of Officers:**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Vice President**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Treasurer**

\_\_\_\_\_  
**Address**

**Sole Proprietor**

**Firm Name** \_\_\_\_\_

**Signature of Bidder:**

\_\_\_\_\_  
**Signature (please sign in ink)**

\_\_\_\_\_  
**Print Name**

**Business Address:**

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip**

\_\_\_\_\_  
**Area Code**

\_\_\_\_\_  
**Telephone Number**

**If a Partnership**

**Firm Name** \_\_\_\_\_

**By:**

\_\_\_\_\_  
**Signature (please sign in ink)**

\_\_\_\_\_  
**Print Name**

**Business Address:**

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip**

\_\_\_\_\_  
**Area Code**

\_\_\_\_\_  
**Telephone Number**

**Name of all  
Members of Firm**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Address**



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, BEING FIRST DULY  
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of  
\_\_\_\_\_, the Bidder that has submitted the  
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and  
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, has in any way colluded,  
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to  
submit a collusive or sham bid in connection with the contract for which the attached bid has  
been submitted or to refrain from bidding in connection with such contract, or has in any manner,  
directly or indirectly, sought by agreement, or collusion or communication or conference with  
any other bidder, firm or person to fix the price or prices in the attached bid or of any other  
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other  
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any  
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;  
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted  
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any  
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Title

My Commission expires \_\_\_\_\_.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

## Community Development

**DATE:**

**MEMO:**

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

**FROM:** Cordaryl Partrick, Director of Economic Development

**SUBJECT:** Resolution Authorizing Agreements with U.S. Department of Housing and Urban  
Development for CDBG & HOME FY2022 Grant Funds

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Cover memo  | Cover Memo        |
| Resolution  | Resolution Letter |
| Agreement   | Exhibit           |

## COMMUNITY DEVELOPMENT MEMORANDUM

No. 21-29

October 3, 2022

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

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

**SUBJECT:** Adoption and authorization of expenditures for FY22 Annual Action Plan  
CDBG and HOME Funds

**RECOMMENDATION:** Staff recommends adoption of the FY22 Annual Action Plan for CDBG and HOME funds. The U. S. Department of Housing and Urban Development reviewed and approved the City’s FY22 Annual Action Plan. This year’s allocation includes \$1,374,790 in Community Development Block Grant funds and \$497,298 in HOME Investment Partnership funds.

**BACKGROUND:** In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Revitalization Division develops a five-year Consolidated Plan and an Annual Action Plan. The Annual Action Plan describes funding allocations for fiscal year 2022 along with strategic implementation of the priorities identified in the City’s Consolidated Plan. The City Council reviewed and approved the CDBG and HOME funds during the adoption of the FY22 budget.

The FY22 Annual Action Plan is available for public review in three locations: Decatur Public Library, Decatur Housing Authority Administrative Office, and the Economic & Community Development Department. The final approved plan is available for review on the City’s website.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** Comments and information were secured through public meetings and input from residents and community organizations.

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Richelle L. Dunbar, Asst. Director of Economic & Community Development at 424-2864 or e-mail [riron@decaturil.gov](mailto:riron@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** None

**RESOLUTION \_\_\_\_\_**

**RESOLUTION AUTHORIZING AGREEMENTS WITH U.S.  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
FOR CDBG & HOME FY2022 GRANT FUNDS**

**WHEREAS**, the City of Decatur desires to continue our partnership with U.S. Department of Housing and Urban Development (HUD) to bring funding to our community and;

**WHEREAS**, the City has provided millions of dollars to low and moderate-income residents and expanded opportunities for these same residents and;

**WHEREAS**, the Mayor and City Council agree accepting these grants are in the best interests of the City of Decatur.

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

**Section 1.** That the Mayor, City Manager, City Clerk or their designees, are hereby authorized to execute these grant agreements, attached here to as exhibit A, and any documents necessary receive the monies under these agreements.

**Section 2.** That the Economic & Community Development Director and/or the Asst. Director, and the City Clerk be authorized to sign agreements, environmental reviews, expenditures and other documents necessary to receive funds related to these agreements.

PRESENTED AND ADOPTED this October 3, 2022.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

ANGELA HARPER, DEPUTY CITY CLERK



**Funding Approval/Agreement**

Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No. 2506-0193  
exp 1/31/2025

|                                                                                                                                     |                                                  |                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| 1. Name of Grantee (as shown in item 5 of Standard Form 424)<br>Decatur                                                             | 3a. Grantee's 9-digit Tax ID Number<br>376001308 | 3b. Grantee's 9-digit DUNS Number<br>HCL3MP6L8XV5 (UEI) |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br>1 Gary K. Anderson Plaza<br>Decatur, Illinois 62523-1005 | 4. Date use of funds may begin<br>5/1/2022       |                                                         |
|                                                                                                                                     | 5a. Project/Grant No. 1<br>B-22-MC-17-0008       | 6a. Amount Approved<br>\$1,374,790                      |
|                                                                                                                                     | 5b. Project/Grant No. 2                          | 6b. Amount Approved                                     |

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

|                                                                                |                                                                                                                                                                                                                                                                                             |                                                                      |                   |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------|
| U.S. Department of Housing and Urban Development (By Name)<br>Donald G. Kathan |                                                                                                                                                                                                                                                                                             | Grantee Name (Contractual Organization)<br>Decatur (City of Decatur) |                   |
| Title<br>CPD Director                                                          |                                                                                                                                                                                                                                                                                             | Title                                                                |                   |
| Signature<br>DONALD KATHAN<br>X                                                | <small>Digitally signed by: DONALD KATHAN<br/>DN: CN = DONALD KATHAN C = US O = U.S.<br/>Government OU = Department of Housing and<br/>Urban Development, Office of Community<br/>Planning and Development<br/>Date: 2022.09.20 15:56 01 -05'00'</small><br>Date (mm/dd/yyyy)<br>09/20/2022 | Signature<br>X                                                       | Date (mm/dd/yyyy) |

|                                                                                           |                                                                                                                       |                                                  |                                                                                                                                                |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Category of Title I Assistance for this Funding Action:<br><br>Entitlement, Sec 106(b) | 8. Special Conditions<br>(check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission<br>(mm/dd/yyyy) | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding<br>Approval<br><input type="checkbox"/> b. Amendment<br>Amendment Number |
|                                                                                           |                                                                                                                       | 9b. Date Grantee Notified<br>(mm/dd/yyyy)        |                                                                                                                                                |
|                                                                                           |                                                                                                                       | 9c. Date of Start of Program Year<br>5/1/2022    |                                                                                                                                                |
| 11. Amount of Community Development<br>Block Grant                                        |                                                                                                                       |                                                  |                                                                                                                                                |
| a. Funds Reserved for this Grantee                                                        |                                                                                                                       | FY 2022                                          |                                                                                                                                                |
| b. Funds now being Approved                                                               |                                                                                                                       | \$1,374,790                                      |                                                                                                                                                |
| c. Reservation to be Cancelled<br>(11a minus 11b)                                         |                                                                                                                       |                                                  |                                                                                                                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 12a. Amount of Loan Guarantee Commitment now being Approved<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                | 12b. Name and complete Address of Public Agency               |
| <b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b><br>The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it. | 12c. Name of Authorized Official for Designated Public Agency |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Title                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Signature<br>X                                                |

**HUD Accounting use Only**

| Batch                         | TAC | Program                         | Y | A            | Reg | Area             | Document No. | Project Number | Category | Amount      | Effective Date<br>(mm/dd/yyyy) | F |
|-------------------------------|-----|---------------------------------|---|--------------|-----|------------------|--------------|----------------|----------|-------------|--------------------------------|---|
|                               | 153 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               | 176 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
| Date Entered PAS (mm/dd/yyyy) |     | Date Entered LOCCS (mm/dd/yyyy) |   | Batch Number |     | Transaction Code |              | Entered By     |          | Verified By |                                |   |

**EXHIBIT A**

24 CFR 570

Page 187 of 233  
form HUD-1082 (5/23)

# Funding Approval and HOME Investment Partnerships Agreement

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

Title II of the National Affordable Housing Act  
Assistance Listings#14.239 – HOME Investment Partnerships Program

|                                                                                                                                              |                    |                                                                                   |                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------|
| 1. Grantee Name (must match the name associated with 3b.) and Address<br>Decatur<br>1 Gary K. Anderson Plaza<br>Decatur, Illinois 62523-1005 |                    | 2. Grant Number (Federal Award Identification Number (FAIN))<br>M22-MC170203      |                                                                |
|                                                                                                                                              |                    | 3a. Tax Identification Number<br>376001308                                        | 3b. Unique Entity Identifier (formerly DUNS)<br>HCL3MP6L8XV5   |
|                                                                                                                                              |                    | 4. Appropriation Number<br>862/50205                                              | 5. Budget Period Start and End Date<br>FY 2022 through FY 2030 |
| 6. Previous Obligation (Enter "0" for initial FY allocation)                                                                                 |                    |                                                                                   | \$0.00                                                         |
| a. Formula Funds                                                                                                                             |                    |                                                                                   | \$                                                             |
| b. Community Housing Development Org. (CHDO) Competitive                                                                                     |                    |                                                                                   | \$                                                             |
| 7. Current Transaction (+ or -)                                                                                                              |                    |                                                                                   | \$497,298.00                                                   |
| a. Formula Funds                                                                                                                             |                    |                                                                                   | \$497,298.00                                                   |
| 1. CHDO (For deobligations only)                                                                                                             |                    |                                                                                   | \$                                                             |
| 2. Non- CHDO (For deobligations only)                                                                                                        |                    |                                                                                   | \$                                                             |
| b. CHDO Competitive Reallocation or Deobligation                                                                                             |                    |                                                                                   | \$                                                             |
| 8. Revised Obligation                                                                                                                        |                    |                                                                                   | \$                                                             |
| a. Formula Funds                                                                                                                             |                    |                                                                                   | \$                                                             |
| b. CHDO Competitive Reallocation                                                                                                             |                    |                                                                                   | \$                                                             |
| 9. Special Conditions (check applicable box)<br><input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached         |                    | 10. Federal Award Date (HUD Official's Signature Date)<br>(mm/dd/yyyy) 09/20/2022 |                                                                |
| 11. Indirect Cost Rate*                                                                                                                      |                    | 12. Period of Performance<br>Date in Box #10 - 09/01/2030                         |                                                                |
| Administering Agency/Dept.                                                                                                                   | Indirect Cost Rate | Direct Cost Base                                                                  |                                                                |
| —                                                                                                                                            | —%                 |                                                                                   |                                                                |
| —                                                                                                                                            | —%                 |                                                                                   |                                                                |
| —                                                                                                                                            | —%                 |                                                                                   |                                                                |
| —                                                                                                                                            | —%                 |                                                                                   |                                                                |

\* 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.

This 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.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. 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. 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 affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. 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.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, 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, activities carried out under the grant after the effective date of the 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.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1<sup>st</sup> of the 5<sup>th</sup> fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account 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 Period of Performance.

|                                                                                                       |                                |                        |
|-------------------------------------------------------------------------------------------------------|--------------------------------|------------------------|
| 13. For the U.S. Department of HUD (Name and Title of Authorized Official)<br>Donald Kathan, Director | 14. Signature<br>DONALD KATHAN | 15. Date<br>09/20/2022 |
| 16. For the Grantee (Name and Title of Authorized Official)                                           | 17. Signature                  | 18. Date<br>/ /        |

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: **HOME**

| Source of Funds | Appropriation Code | PAS Code | Amount       |
|-----------------|--------------------|----------|--------------|
| 2022            | 86 2/5 0205        | HMF (L)  | \$495,317.00 |
| 2021            | 861/40205          | HMF (J)  | \$1,093.00   |
| 2020            | 860/30205          | HMF (H)  | \$ 453.00    |
| 2013            | 86 X 0205-13       | HMC (O)  | \$ 435.00    |

City Clerk

**DATE:** 9/29/2022

**MEMO:**

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

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

**SUBJECT:** Resolution (s) Authorizing Work to Be Done Under the Ameren Public Sector HVAC & Water Heater Incentive Program.

**SUMMARY RECOMMENDATION:** This item seeks to utilize energy efficiency incentives from Ameren in several city facilities. However, background documentation for this item was not completed by the time of council packet distribution. Additional information on this item will be sent out to council members on Friday.

**ATTACHMENTS:**

| Description                                      | Type              |
|--------------------------------------------------|-------------------|
| Memo                                             | Cover Memo        |
| Resolution Authorizing Agreements for City Owned | Resolution Letter |



## OFFICE OF THE CITY MANAGER

**DATE:** October 3, 2022

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

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

**SUBJECT:** Resolution Authorizing Agreements For City Owned And Leased Properties Under The Ameren Public Sector HVAC & Water Heater Incentive Program

**RECOMMENDATION:** It is recommended by staff that this item be approved.

**BACKGROUND:** Six days ago, the City was notified by Ameren that there was significant amounts of funding available for public sector entities to replace HVAC & water heaters for existing Ameren customers. The caveat was that we needed pricing and grant applications in for these projects by September 30<sup>th</sup>. Every facility had to be treated as an individual project, but it is possible that Ameren will fund up to 100% of the costs, including soft costs. The other challenge to this program is the work has to be completed before the end of the year.

Staff, along with support from AEX and local contractors worked diligently to pull together as many of these projects that we could to submit by the deadline. All of this has been and will be challenging due to supply chain and labor issues that we are all experiencing. We did not have time to use our normal procurement process, and the work has to be performed by prequalified contractors. Although the City has received multiple prices for all of this work, we are not ready to make a recommendation to Council as to what specific contractor should do which projects. All of this is what is driving the need for the abnormal approval process. Much of this equipment is beyond useful life and needs to be replaced in the near future anyway, if we can get all or most of it covered by grant dollars than staff will proceed, if Council approves this item.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** City staff, local contractors, and Ameren.

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

**BUDGET/TIME IMPLICATIONS:** This project could save the City between \$200K-\$400K in equipment replacement expenses as well as thousands more annually on reduced gas usage.

**RESOLUTION NO. R2022 \_\_\_\_\_**

**RESOLUTION AUTHORIZING AGREEMENTS FOR CITY OWNED AND LEASED  
PROPERTIES UNDER THE AMEREN PUBLIC SECTOR HVAC AND WATER  
HEATER INCENTIVE PROGRAM**

---

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

Section 1. Resolution authorizing agreements for city Owned and Leased Properties under the Ameren Public Sector HVAC and Water Heater Incentive Program.

WHEREAS the City of Decatur is the owner and lessee of various properties, Decatur, Illinois (“Properties”); and

WHEREAS these properties all include Heating, Ventilation and Air Conditioning (“HVAC”) systems and equipment which systems and equipment are necessary to the efficient operation and use of the Properties; and,

WHEREAS Ameren has a program entitled the Ameren Public Sector HVAC and Water Heater Incentive Program (“Program”) in an effort to increase energy efficiencies and reduce energy costs in the public sector; and,

WHEREAS under the Program, Ameren will contribute towards replacement and improvement of HVAC and water heater systems and equipment in City owned and leased buildings with Ameren utility accounts; and,

WHEREAS, the City is a home rule municipality under the Illinois Constitution and statutes; and,

WHEREAS, the City was required to obtain prices from Ameren approved HVAC and water heater contractors in a short period of time in order to participate in the Program; and,

WHEREAS the City desires to participate in the Program under certain conditions.

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



Section 1. That the City is authorized to enter into agreements to participate in the Ameren Public Sector HVAC and Water Heater Incentive Program.

Section 2. That the City Manager or his designee is authorized to enter into Agreements with certain Ameren approved contractors for the Properties under the terms and conditions as he or his designee determine to be the most advantageous to the City.

PRESENTED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

JULIE MOORE WOLFE  
MAYOR

ATTEST:

---

ANGELA HARPER  
DEPUTY CITY CLERK

City Clerk

**DATE:** 9/19/2022

**MEMO:**

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

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

**SUBJECT:** Resolution Approving Reappointment - Decatur Housing Authority

**SUMMARY RECOMMENDATION:** Council is asked to pass the proposed Resolution approving the reappointment of Shelith Hansbro to the Decatur Housing Authority.

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Resolution  | Resolution Letter |

TO THE COUNCIL OF THE CITY  
OF DECATUR, ILLINOIS:

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

Shelith Hansbro

Decatur Housing Authority

8/29/2027

DATED this 3rd day of October, 2022.

---

Julie Moore Wolfe, Mayor

**RESOLUTION NO. R2022-\_\_\_\_\_**  
**RESOLUTION APPROVING REAPPOINTMENT**

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

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

PRESENTED AND ADOPTED this 3rd day of October, 2022.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Deputy City Clerk

TO THE COUNCIL OF THE CITY  
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of October, 2022.

---

Julie Moore Wolfe, Mayor

City Clerk

**DATE:** 9/19/2022

**MEMO:**

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

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

**SUBJECT:** Resolution Regarding Halloween Trick or Treat Hours

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Resolution  | Resolution Letter |

**RESOLUTION NO. R2022-\_\_\_\_\_**

**RESOLUTION REGARDING HALLOWEEN  
TRICK OR TREAT HOURS**

WHEREAS, the Council recognizes that the Halloween activity commonly known as trick or treat is one of long standing tradition in the community; and,

WHEREAS, the Council also recognizes that past experience has shown that there can be risks attendant thereon particularly to children; and,

WHEREAS, the Council has been made aware of many organized activities and events being made available in the community as substitutes to be engaged in on Halloween in lieu of trick or treat; and,

WHEREAS, the Council is reluctant to address such risks by totally prohibiting trick or treat, believing instead that if proper care, caution and supervision are exercised said risks can be greatly reduced and curtailed.

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

Section 1. That the Council does hereby urge those children and those responsible for them and their safety who choose to engage in the trick or treat activity that said activity be confined to the evening of Monday, October 31<sup>st</sup> between the hours of 5:00 p.m. and 8:00 p.m., and that such be done so as to accord with the suggestions and practices set out on the list thereof attached hereto.

PRESENTED AND ADOPTED this 3rd day of October, 2022.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Deputy City Clerk



## HALLOWEEN

### TRICK OR TREAT

- 1) The activity is to be confined to one evening only, Monday, October 31, 2022, between the hours of 5:00 p.m. and 8:00 p.m.
- 2) Children should be accompanied by responsible adults.
- 3) Only wrapped and sealed treats should be given or accepted.
- 4) Children are asked not to consume treats during the trick or treat period and that all treats be inspected by a responsible adult prior to consumption.
- 5) Calls should be made only at residences where porch or other exterior lights have been turned on as a sign of hospitality.
- 6) Costumes when worn should be highly visible, of nonflammable material so constructed as not to interfere with the vision or mobility of the wearer.
- 7) Basic pedestrian safety rules should be obeyed.

## Public Works

**DATE:** 9/26/2022

**MEMO:** 2022-58

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

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

**SUBJECT:** Lake Decatur Watershed Protection Program Agreement with Dale & Dyann R. Aupperle and Ryan & Rachel Aupperle.

### **SUMMARY RECOMMENDATION:**

It is recommended that the City Council authorize a Lake Decatur Watershed Protection Program Agreement between the City and Dale Aupperle et al. for the construction of a terrace system to control nutrients, sediment and erosion for a not to exceed cost to the City of \$22,935.94. This amount represents 75% of the total project cost of \$30,581.25. The remainder will be paid by the property owner.

### **COUNCIL PRIORITY GOALS:**

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

Staff anticipates that this agreement is the first of many that will collectively constitute a key component of the city's watershed improvement and silt reduction efforts.

### **BACKGROUND:**

Over the past two years, City staff met with the Macon County Soil & Water Conservation District (District) board members and staff members regarding redirecting the District's focus toward the City's 2021 Watershed Management Plan. The plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. While the District was open to this change in their focus, they had ongoing difficulties recruiting, hiring and retaining qualified watershed staff.

The long-term staffing situation resulted in the District board recently deciding that the District will no longer participate in the Lake Decatur Watershed Program. This effectively eliminated the two watershed staff positions that were funded by the City and ended their design and installation of

sediment and nutrient control measures in the watershed. In response, City staff is beginning to manage watershed conservation efforts in-house with the assistance of Northwater Consulting, the City's Watershed Management Plan consultant.

This is the first agreement that has been completed by City staff. In the future there will be similar agreements submitted to the City Council for authorization when they exceed \$20,000.

The terrace system to be constructed on private farmland is expected to result in these annual nutrient and sediment reductions:

|            |             |
|------------|-------------|
| Nitrogen   | 26.4 pounds |
| Phosphorus | 7.3 pounds  |
| Sediment   | 16.9 tons   |

The agreement financials are:

|                                                             |             |
|-------------------------------------------------------------|-------------|
| Owner Cost                                                  | \$ 7,645.31 |
| Maximum City Cost (reimbursed to owner after construction)* | \$22,935.94 |
| Total Not to Exceed Project Cost                            | \$30,581.25 |

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

A project summary with location map is attached.

#### **LEGAL REVIEW:**

The agreement was approved by the Legal Department on September 21, 2022.

**POTENTIAL OBJECTIONS:** None Foreseen

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

#### **BUDGET/TIME IMPLICATIONS:**

These projects are funded by the Water Lake Capital Budget - Watershed Management.

#### **ATTACHMENTS:**

| Description                                                                                                    | Type              |
|----------------------------------------------------------------------------------------------------------------|-------------------|
| Lake Decatur Watershed Protection Program Agreement with Dale & Dyann R. Aupperle and Ryan and Rachel Aupperle | Resolution Letter |
| 2022-58 Map                                                                                                    | Backup Material   |

RESOLUTION NO. \_\_\_\_\_

**LAKE DECATUR PROTECTION PROGRAM AGREEMENT WITH  
DALE & DYANN R. AUPPERLE AND RYAN & RACHEL AUPPERLE FOR**

---

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

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Dale & Dyann R. Aupperle and Ryan & Rachel Aupperle, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Dale & Dyann R. Aupperle and Ryan & Rachel Aupperle, for a cost not to exceed \$22,935.94.

PRESENTED and ADOPTED this 3rd day of October 2022.

---

Julie Moore Wolfe, Mayor

Attest:

---

Deputy City Clerk

**LAKE DECATUR WATERSHED**  
**PROTECTION PROGRAM AGREEMENT**

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

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

*The east one half of the northeast quarter of Section 13, Township 17 North, Range 3 East of the Third Principal Meridian; and that part of said east one half of the southeast quarter of Section 13, Township 17 North, Range 3 East of the Third Principal Meridian lying north of the public highway; EXCEPT beginning at the east quarter corner of Section 13, Township 17 North, Range 3 East of the Third Principal Meridian, thence south 00 degrees, 00 minutes, 00 second east, 106.20 feet along east line of said Section 13; thence south 89 degrees, 17 minutes, 29 seconds west, 182.84 feet along the northerly Right Of Way of County Highway 25; thence 124.32 feet (Chord) along a curve to the left with a radius of 332.9 feet; thence south 89 degrees, 17 minutes, 29 seconds west, 97.56 feet; thence 185.32 feet (Chord) along a drive to the right with a radius of 3789.8 feet; thence north 05 degrees, 44 minutes, 41 seconds east, 245.07 feet; thence south 86 degrees, 41 minutes, 28 seconds east, 564.00 feet to a point on the east line of said Section 13; thence south 00 degrees, 11 minutes, 43 seconds east, 126.21 feet to the point of beginning. Property is subject to an easement for a grain bin and ingress and egress over the existing stone driveway; situated in Macon County, Illinois; PIN: 18-08-13-200-004.*

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project,



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

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

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

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

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

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

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning,

constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

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

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

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received



under the terms of this Agreement within thirty (30) days following demand by the City for payment.

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

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

OWNER:

Dale & Dyann Aupperle  
Ryan & Rachel Aupperle  
1401 Koester Drive  
Forsyth, IL 62535

CITY:

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

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

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

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

hereto.

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

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

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

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

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

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

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

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

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

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

CITY OF DECATUR, ILLINOIS

**Dale & Dyann R. Aupperle**

**Ryan & Rachel Aupperle**

PRINTED NAME OF OWNER

By: *Dyann Aupperle*  
Date: 9-22-2022

By: *Rachel Aupperle*  
Date: 9/22/2022

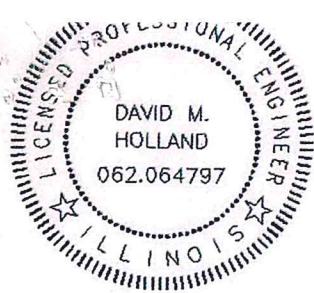
By: *[Signature]*  
Date: 9-22-22

By: *RAUGER*  
Date: 9/22/2022

CITY OF DECATUR, ILLINOIS

\_\_\_\_\_  
City Manager





*David M. Holland*

signature

5-14-22

date

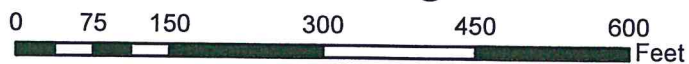
license expires 11-30-2023



- ▲ Offset
- Stations/Tile

— Tile Line

## BMP 9 - WASCB Heartland Ag

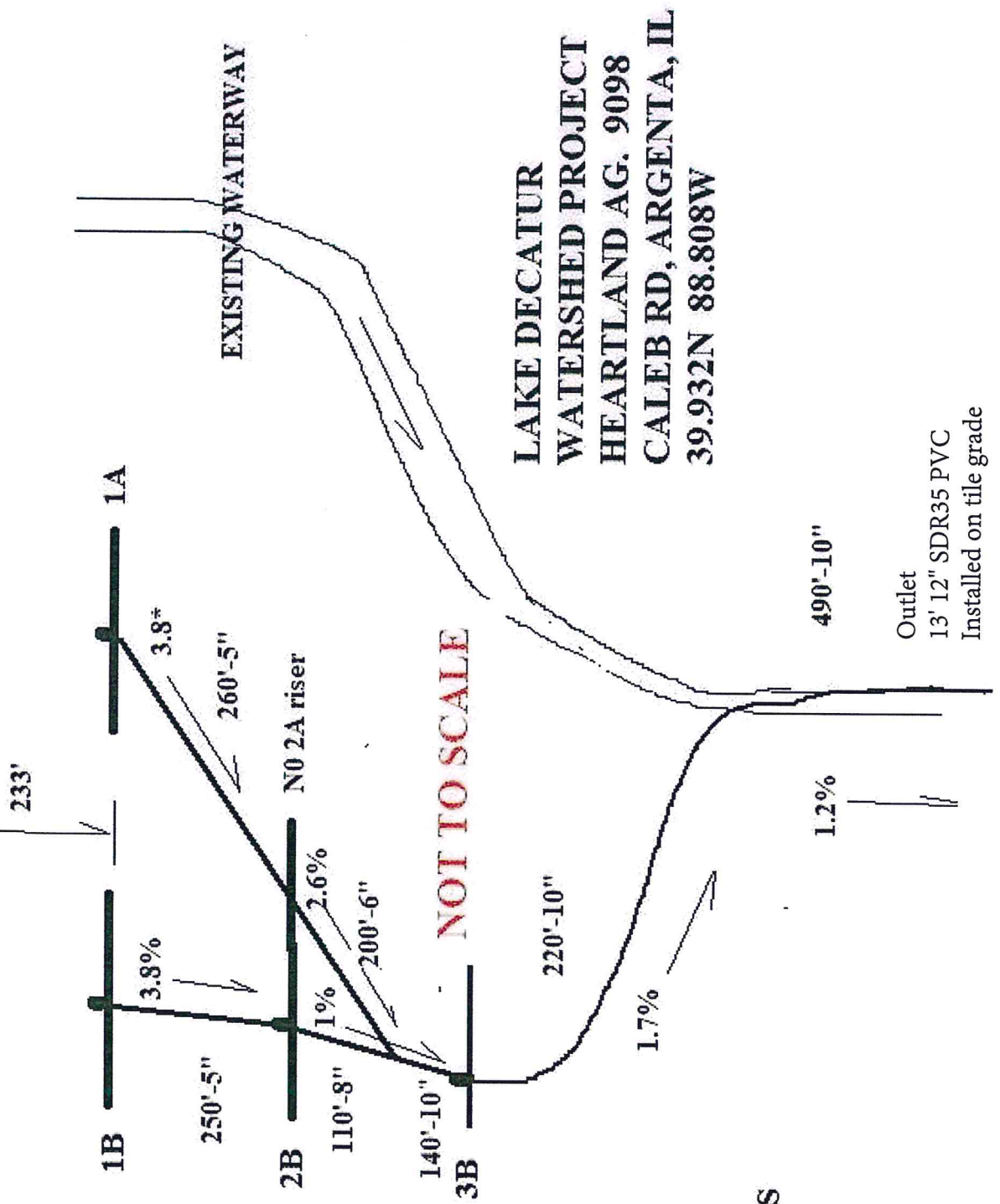


Northwater Consulting  
960 Clocktower Dr., STE F  
Springfield, IL 62704  
217-725-3181





PROPERTY LINE AND  
INGRESS AND EGRESS



LAKE DECATUR  
WATERSHED PROJECT  
HEARTLAND AG. 9098  
CALEB RD, ARGENTA, IL  
39.932N 88.808W

Outlet  
13' 12" SDR35 PVC  
Installed on tile grade

DRAWN BY: ROB MEATS

GRADES SHOWN ARE  
MINIMUM TILE GRADES

### ***Terraces / Water-and-Sediment Control Basins***

Date: 4/30/2022  
Date: \_\_\_\_\_

Notes:



**Digging in Illinois?**

Call **JULIE** First at

**1-800-892-0123**

Illinois State Law Requires a 48 Hour (Two Working Day) Advance Notice Before You Dig!

|                                                                        |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1                                                                      | COMPANY PHONE NUMBER WITH AREA CODE                                                                                                                                                                                   |                             | CALLER NAME                                                                                                                                                                           |                        |
| 2                                                                      | COMPANY NAME                                                                                                                                                                                                          |                             |                                                                                                                                                                                       |                        |
| 3                                                                      | COMPANY ADDRESS                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
| 4                                                                      | COMPANY CITY, STATE, ZIPCODE                                                                                                                                                                                          |                             | FAX NUMBER WITH AREA CODE                                                                                                                                                             |                        |
| 5                                                                      | SITE CONTACT                                                                                                                                                                                                          | PHONE NUMBER WITH AREA CODE | EXTENSION (IF APPLIES)                                                                                                                                                                |                        |
| 6                                                                      | COUNTY (this information MUST be given)                                                                                                                                                                               |                             | VILLAGE/CITY (URBAN) <u>OR</u> UNINCORPORATED TOWNSHIP (RURAL)                                                                                                                        |                        |
| 7                                                                      | SUBDIVISION NAME                                                                                                                                                                                                      |                             | EXCAVATION SITE ADDRESS                                                                                                                                                               |                        |
| 8                                                                      | NEAREST CROSS STREET/CROSS ROAD, REGARDLESS OF SIZE, WITHIN A 1 1/4 MILE                                                                                                                                              |                             |                                                                                                                                                                                       |                        |
| 9                                                                      | TIER<br>17N                                                                                                                                                                                                           | RANGE<br>3E                 | SECTION NUMBER<br>13                                                                                                                                                                  | QUARTER SECTION NUMBER |
| 10                                                                     | ADDITIONAL LOCATION INFORMATION (such as directions, landmarks, etc.)                                                                                                                                                 |                             |                                                                                                                                                                                       |                        |
| 11                                                                     |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
| 12                                                                     | TYPE OF WORK (trenching for sewer/water, cable/telephone drops, fence/deck installation, planting trees/shrubs, new building foundations, curb/gutter, ditchwork, road grading, paving, etc.)<br>Terrace Construction |                             |                                                                                                                                                                                       |                        |
| 13                                                                     | EXTENT OF WORK (locate north side of building, along rear lot line, front of property to curb and from lot line to lot line, etc.)                                                                                    |                             |                                                                                                                                                                                       |                        |
| 14                                                                     | EXCAVATION SITE OWNER/RENTER'S NAME (If other than caller)<br>Heartland Ag                                                                                                                                            |                             |                                                                                                                                                                                       |                        |
| 15                                                                     | NOTES TO UTILITIES ABOUT EXCAVATION SITE                                                                                                                                                                              |                             |                                                                                                                                                                                       |                        |
| 16                                                                     |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
| 17                                                                     | START DATE/TIME OF EXCAVATION (given to caller by operator)                                                                                                                                                           |                             | IS THIS A JOINT MEET?                                                                                                                                                                 |                        |
| 18                                                                     | DIG NUMBER (given to caller by operator)                                                                                                                                                                              |                             | DIG NUMBER MEANS: JJJXXXX=Julian Calendar Day, XXXX=Request sequence number for that day.<br>Keep this number as proof of your call to JULIE and as a reference number for this call. |                        |
| JULIE MEMBER COMPANIES SENT THIS MESSAGE (given to caller by operator) |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
|                                                                        |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
|                                                                        |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
|                                                                        |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
|                                                                        |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |
|                                                                        |                                                                                                                                                                                                                       |                             |                                                                                                                                                                                       |                        |

FOR YOUR PROTECTION, IT IS SUGGESTED THAT YOU, AS THE EXCAVATOR, SEARCH THE AREA FOR THE FACILITIES OF OTHERS WHO ARE NOT JULIE MEMBERS AND NOTIFY THEM. IN ADDITION, YOU SHOULD COMMUNICATE WITH THE OWNER OF THE DIG SITE TO DETERMINE IF THERE ARE ANY PRIVATELY INSTALLED LINES.

IL503-2(3)



## Illinois NRCS - version 2.08 (7/04) - R.Book

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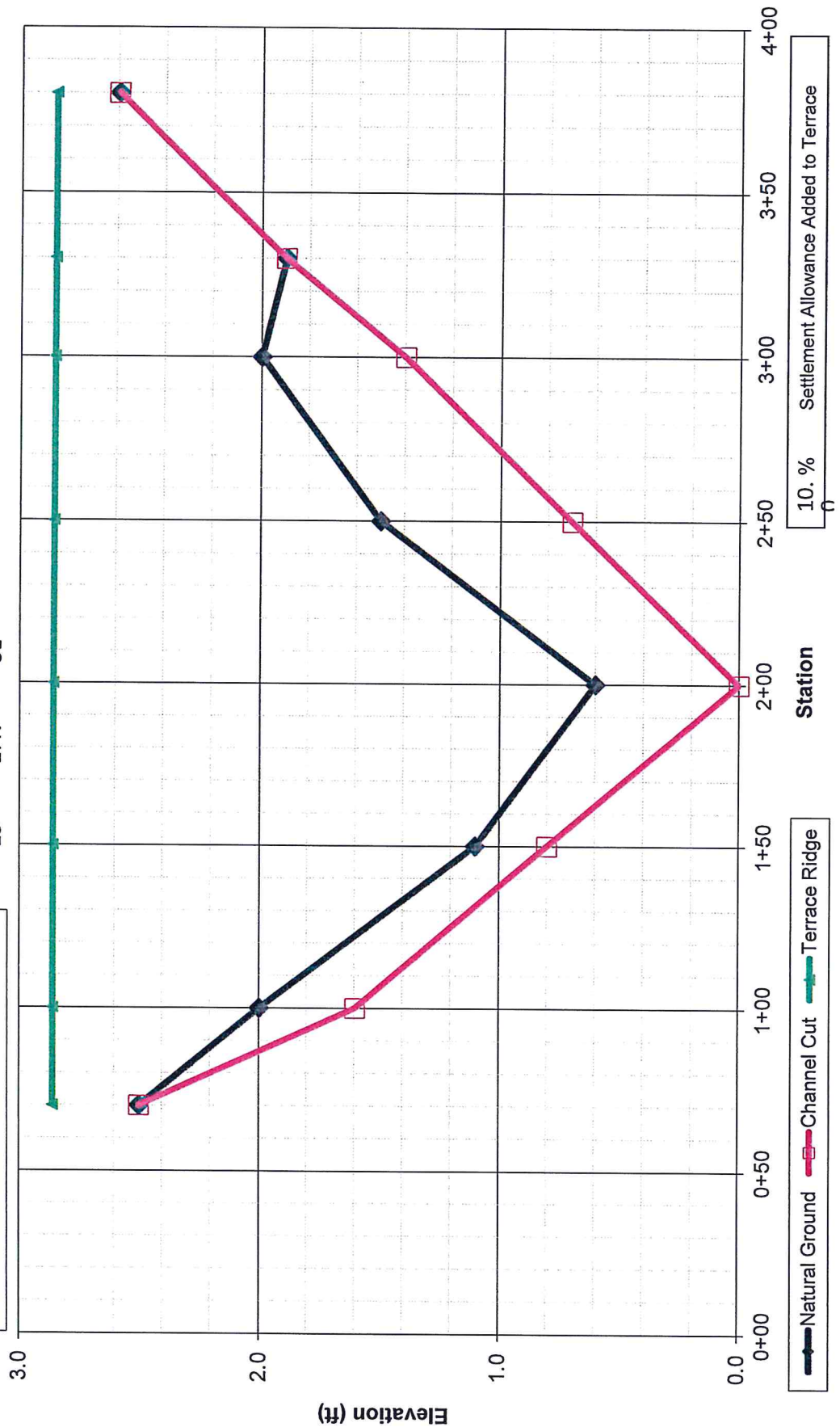






TERRACE BASIN 1A \_\_\_\_\_ Date 4/22  
 Landuser Heartland Ag \_\_\_\_\_  
 MACON \_\_\_\_\_ County, ILLINOIS  
 Location Decatur \_\_\_\_\_  
 Sec. 13 T 17N R 3E

To Design Sheet





## Illinois NRCS - version 2.08 (7/04) - R.Book

*Minimum slope at which the tile size will handle the total tile flow*

## 1B

|                                        |                |
|----------------------------------------|----------------|
| <b>Terrace Ridge Height (nominal):</b> | <b>2.6 ft.</b> |
| <b>Settlement Allowance:</b>           | <b>10.0 %</b>  |
| <b>Ridge Outside Storage Area:</b>     | <b>none</b>    |

Diagram illustrating the cross-section of a channel. The top width is 7 ft, labeled "frontslope". The bottom width is 27 ft, labeled "base". The height is 3 ft, labeled "3 ft min. topwidth at design height". The channel bottom width is 3 ft, labeled "channel bottom width".

|              |          |
|--------------|----------|
| Riser Type:  | I        |
| Riser Size:  | 6 in.    |
| d2=          | 3.0 ft.  |
| Orifice Dia. | 2.50 in. |



TO USE 5" OFFSET TILE, PLACE ALL OFFSETS ON THE MINIMUM GRADE SPECIFIED IN THE TILE SIZE CHART ON THE TERRACE DESIGN SHEET.



LANDUSER \_\_\_\_\_

MACON \_\_\_\_\_

LOCATION \_\_\_\_\_

Heartland Ag

COUNTY, ILLINOIS

Lake Decatur WS

Sec. 13

T 17N

R 3E

U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

| INVESTIGATION SERVICE |           |             |      |
|-----------------------|-----------|-------------|------|
| Designed              | Rob Meals | Date        | 4/22 |
| Drawn                 | Rob Meals | Approved By |      |
| Traced                |           | Title       |      |
| Checked               |           | Sheet No.   |      |
|                       |           | Drawing No. |      |

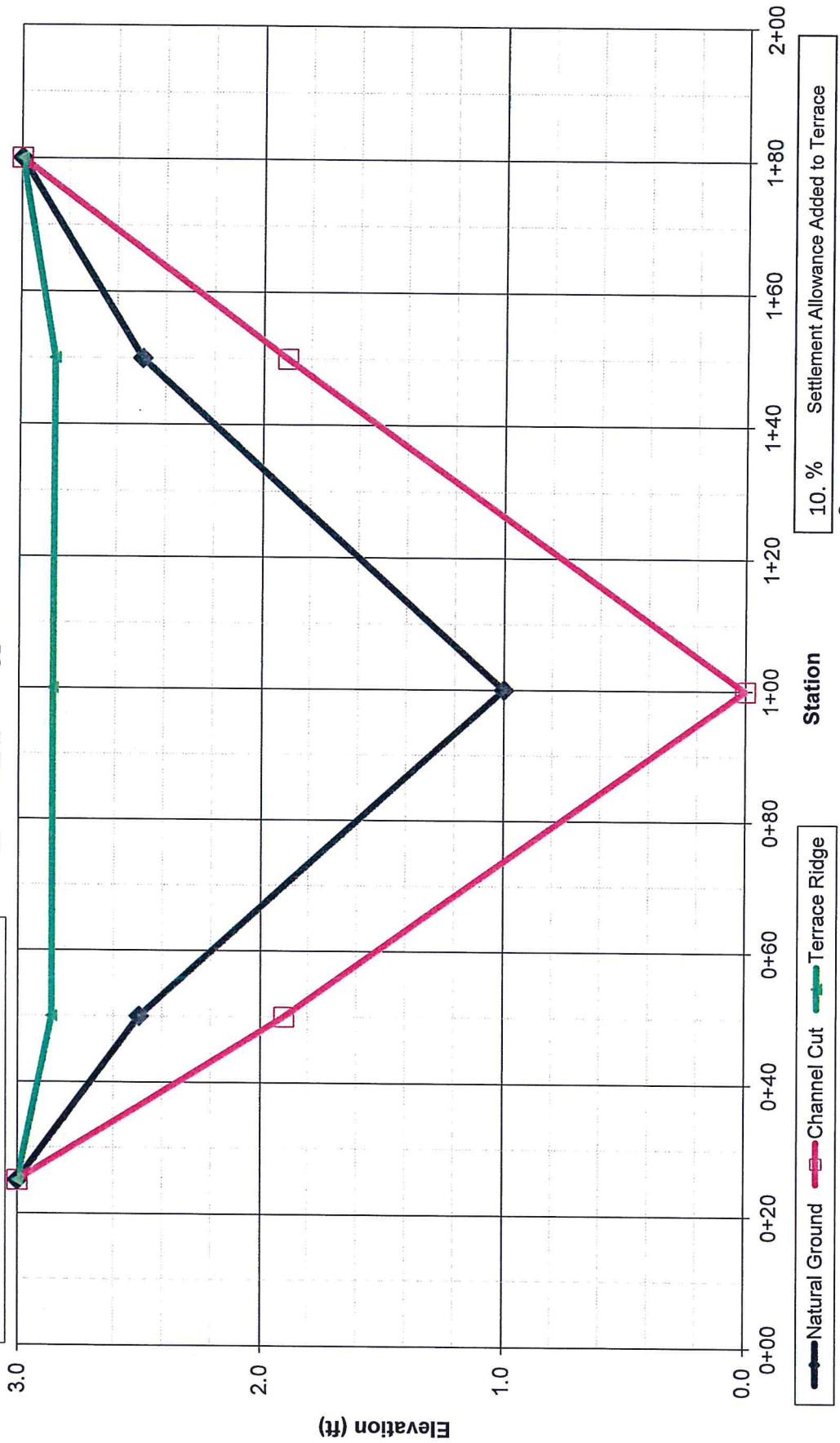
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TERRACE BASIN 1B Date 4/22  
 Landuser Heartland Ag  
 MACON County, ILLINOIS  
 Location Lake Decatur WS  
 Sec. 13 T 17N R 3E

To Design Sheet





## Illinois NRCS - version 2.08 (7/04) - R.Book

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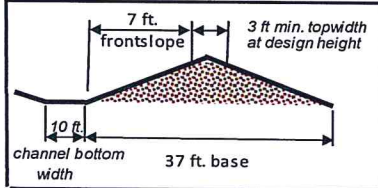
## TERRACE BASIN

2B

[illegible]

|                                        |                |
|----------------------------------------|----------------|
| <b>Terrace Ridge Height (nominal):</b> | <b>3.2 ft.</b> |
| <b>Settlement Allowance:</b>           | <b>10.0 %</b>  |
| <b>Ridge Outside Storage Area:</b>     | <b>none</b>    |

**Typical Terrace Ridge: Broadbase**



NOT TO SCALE

|              |          |
|--------------|----------|
| Riser Type:  | I        |
| Riser Size:  | 6 in.    |
| d2=          | 3.0 ft.  |
| Orifice Dia. | 3.00 in. |



**NOTES:**

TO USE 5" TILE ON ALL OFFSETS, REFER TO MINIMUM  
TILE GRADES SPECIFIED IN THE TILE SIZE CHART ON THE  
TERRACE DESIGN SHEET

**TBM Description:**

TBM Elevation =

## LOCATION PLAN

|          |                  |       |  |
|----------|------------------|-------|--|
| LANDUSER | Heartland Ag     |       |  |
| MACON    | COUNTY, ILLINOIS |       |  |
| LOCATION | Lake Decatur WS  |       |  |
| Sec. 13  | T 17N            | R R3E |  |

## TERRACE CUT SHEET

U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

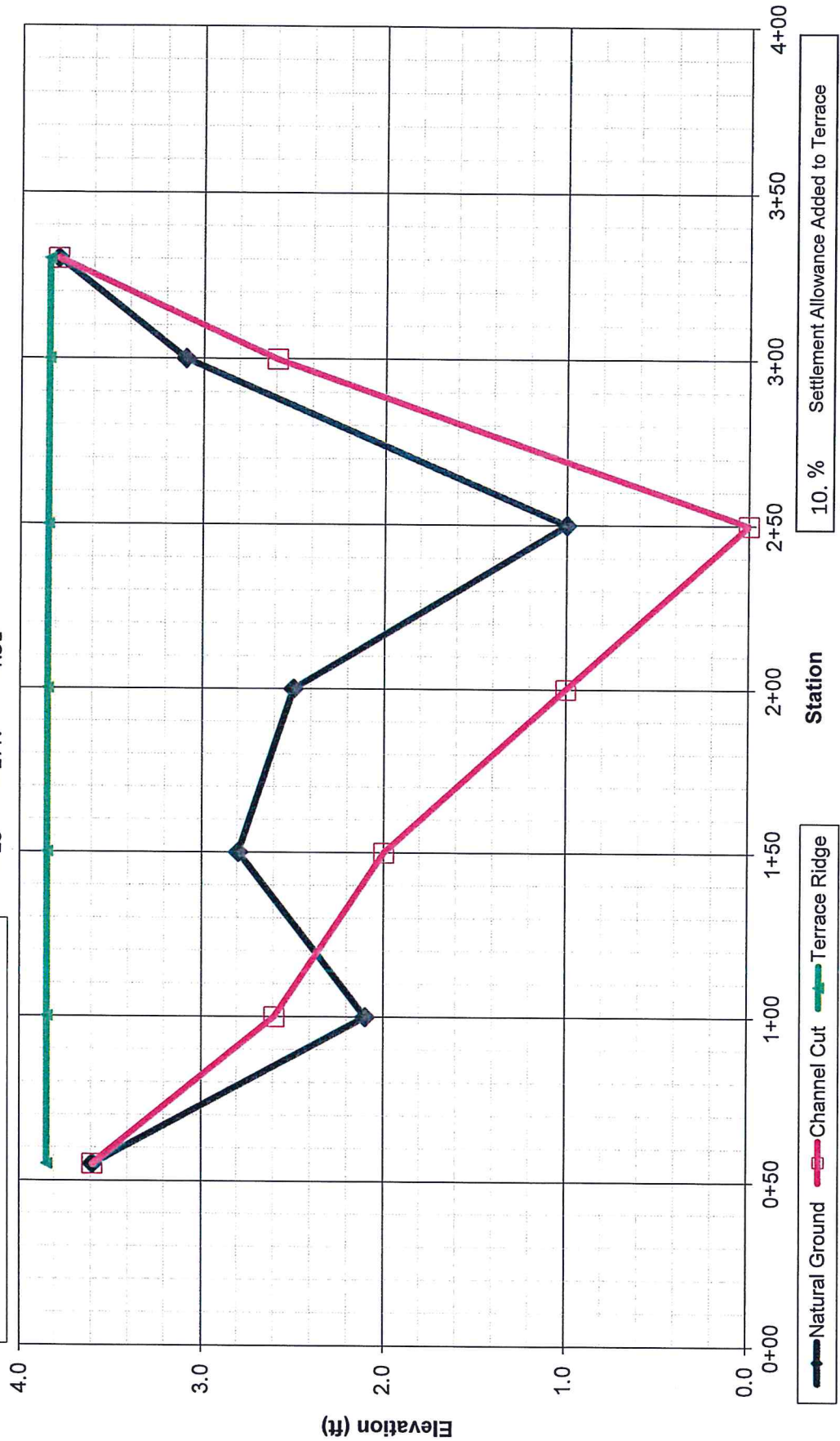
|          |                                                                                                                                          |      |                                         |             |             |             |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------------|-------------|-------------|-------------|--|
| Designed | <b>Rob Meats</b><br><small>Rob Meats is the author of the book "The Art of the Meat" and is a professional chef and food writer.</small> | Date | <b>4/22</b><br><small>4/22/2014</small> | Approved by |             | Date        |  |
| Drawn    | <b>Rob Meats</b><br><small>Rob Meats is the author of the book "The Art of the Meat" and is a professional chef and food writer.</small> |      | <b>4/22</b><br><small>4/22/2014</small> | Title       | <b>File</b> |             |  |
| Traced   |                                                                                                                                          |      |                                         | File        |             |             |  |
| Checked  |                                                                                                                                          |      |                                         | Sheet No.   | Drawing No. | Page 218 of |  |
|          |                                                                                                                                          |      |                                         | pl          |             |             |  |





TERRACE BASIN 2B \_\_\_\_\_ Date 4/22  
 Landuser Heartland Ag \_\_\_\_\_  
 MACON \_\_\_\_\_ County, ILLINOIS  
 Location Lake Decatur WS \_\_\_\_\_  
 Sec. 13 T 17N R 13E

To Design Sheet







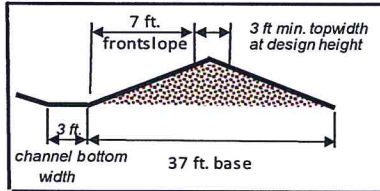
# TERRACE BASIN

## 3B

[illegible]

|                                        |                |
|----------------------------------------|----------------|
| <b>Terrace Ridge Height (nominal):</b> | <b>2.7 ft.</b> |
| <b>Settlement Allowance:</b>           | <b>10.0 %</b>  |
| <b>Ridge Outside Storage Area:</b>     | <b>none</b>    |

**Typical Terrace Ridge:** Broadbase



NOT TO SCALE

|              |          |
|--------------|----------|
| Riser Type:  | I        |
| Riser Size:  | 6 in.    |
| d2=          | 3.0 ft.  |
| Orifice Dia. | 2.75 in. |



NOTES:

**TBM Description:**

TBM Elevation =

## LOCATION PLAN

|          |                  |     |      |
|----------|------------------|-----|------|
| LANDUSER | Heartland Ag     |     |      |
| MACON    | COUNTY, ILLINOIS |     |      |
| LOCATION | Lake Decatur WS  |     |      |
| Sec. 13  | T                | 17N | R 3E |

## TERRACE CUT SHEET

**U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

|          |                  |      |             |             |  |             |  |
|----------|------------------|------|-------------|-------------|--|-------------|--|
| Designed | <b>Rob Meats</b> | Date | <b>4/22</b> | Approved by |  | Date        |  |
| Drawn    | <b>Rob Meats</b> |      | <b>4/22</b> | Title       |  |             |  |
| Traced   |                  |      |             | Title       |  |             |  |
| Checked  |                  |      |             | Sheet       |  | Drawing No. |  |
|          |                  |      |             | No.         |  |             |  |
|          |                  |      |             | of          |  |             |  |

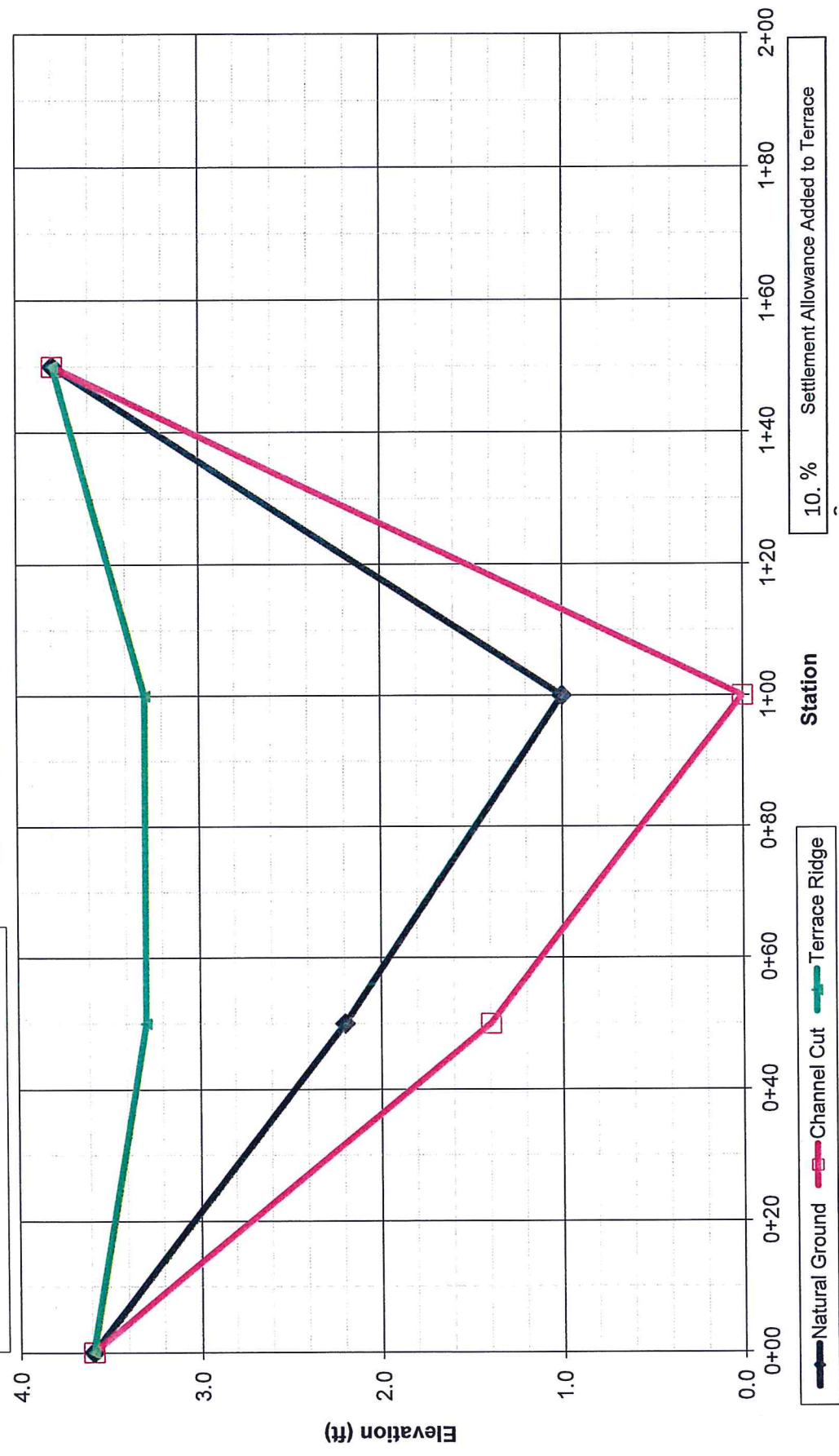
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TERRACE BASIN 3B Date 4/22  
Landuser Heartland Ag  
MACON County, ILLINOIS  
Location Lake Decatur WS  
Sec. 13 T 17N R 3E

To Design Sheet



**INLET FOR**

| DESIGN DIMENSIONS |                   |                 |                  |         |         |                  |
|-------------------|-------------------|-----------------|------------------|---------|---------|------------------|
| Inlet<br>Number   | Orifice<br>Dia. A | Inlet<br>Dia. B | Offset<br>Dia. C | d1 (Ft) | d2 (Ft) | *<br>Deg. $\phi$ |
| 1A                | 3.25              | 6               | 5                |         | 3       |                  |
| 1B                | 2.5               | 6               | 5                |         | 3       |                  |
| 2B                | 3                 | 6               | 5                |         | 3       |                  |
| 3B                | 2.75              | 6               | 5                |         | 3       |                  |
|                   |                   |                 |                  |         |         |                  |
|                   |                   |                 |                  |         |         |                  |
|                   |                   |                 |                  |         |         |                  |
|                   |                   |                 |                  |         |         |                  |

Minimum Thickness  
0.10" For Metal Or  
Fiberglass  
0.25" For Plastic  
Or PVC



**DETAIL B**  
Office Plate

## OFFSET METHOD

## INLET CONNECTION

**INLET FOR UNDERGROUND OUTLET**

Date 10/18/11  
 Designed Rob Meats  
 Drawn M. Quinones  
 Checked  
 Approved

# INLET DETAIL FOR UNDERGROUND OUTLETS

## Material Specification

### MATERIAL

Inlets may be fabricated from plastic or metal according to the following requirements.

- (a) Plastic pipe Polyvinyl Chloride (PVC) or High Density Polyethylene (PE) pipe with SDR equal to 43 or less.
- (b) Metal pipe: Smooth steel pipe with 3/16" minimum wall thickness or 16 gage corrugated metal pipe (galvanized or aluminum).

### FABRICATION

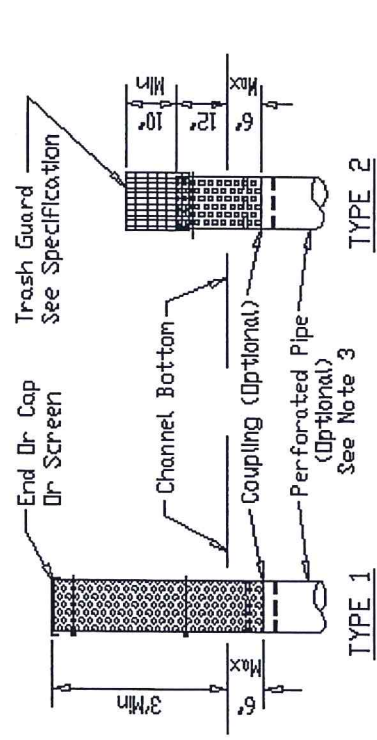
Inlet holes shall be smooth and burr free. Holes shall not remove more than 50 percent of material in any horizontal or vertical row or vertical row of holes. For inlets fabricated from metal or smooth plastic, 1"x 4" slots may be used in lieu of 1" diameter holes as long as the openings provide an equal cross-sectional area. Holes larger than 5/16" diameter that are more than 6" below the channel bottom shall be covered with plastic, fiberglass, nylon, gravel or other filter material to prevent soil from entering the inlet. Other combinations of the number and size of holes may be acceptable if approved prior to fabrication. Other materials and method of fabrication may be used for the inlet, tee and other appurtenances as long as the functional intent of the inlet is satisfied and it is approved prior to installation DRIFICES:

Flow may be restricted by use of an orifice plate installed above the tee. It should be firmly supported and able to be removed for maintenance. Orifice plates shall be made from durable plastic or metal. The opening shall be burr free.

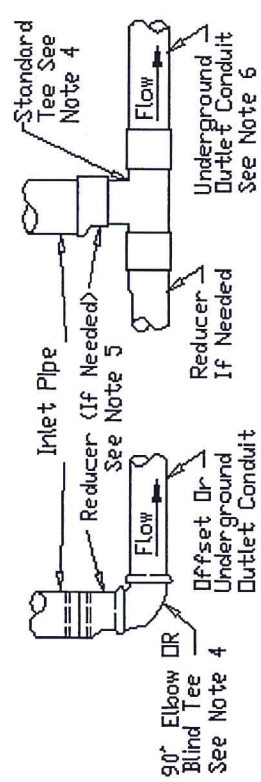
### TRASH GUARD

The trash guard for Type II inlets shall be securely fastened to the inlet. Trash guards may be fabricated from metal rods (1/8" diameter or larger) or galvanized welded wire fabric (16 gage or larger). The spacing between vertical members should be 1" if welded wire fabric is used the spacing between the horizontal members should be 2" (1" if orifice plates are used).

| Inlet Diameter Inches | Min No Of 1" Dia. Holes Per Ft Of Inlet |
|-----------------------|-----------------------------------------|
| 5                     | 25                                      |
| 6                     | 30                                      |
| 8                     | 40                                      |
| 10                    | 50                                      |
| 12                    | 60                                      |



## INLET ALTERNATIVES



### DIRECT CONNECTION

### OFFSET CONNECTION

(Or For Upper Inlet On Conduit)

## CONNECTION OF INLET CONDUIT

### NOTES

1. Specification for material and fabrication are as shown.
2. The above ground portion of the inlet must have holes evenly spaced around the circumference of the pipe as shown in chart.
3. The below ground portion of the inlet may be perforated with holes 5/16 inch diameter or less to provide drainage around the inlet.
4. The tee or elbow diameter must be equal to or larger than the diameter of the conduit downstream from the inlet.
5. Install a reducer immediately above the tee or elbow if the inlet diameter is not equal to the diameter of the tee or elbow.
6. The underground outlet conduit must be installed deep enough to provide a minimum 24" of cover (after terrace construction) to prevent crushing.



## UNDERGROUND OUTLET

CONSTRUCTION SPECIFICATION 620-1

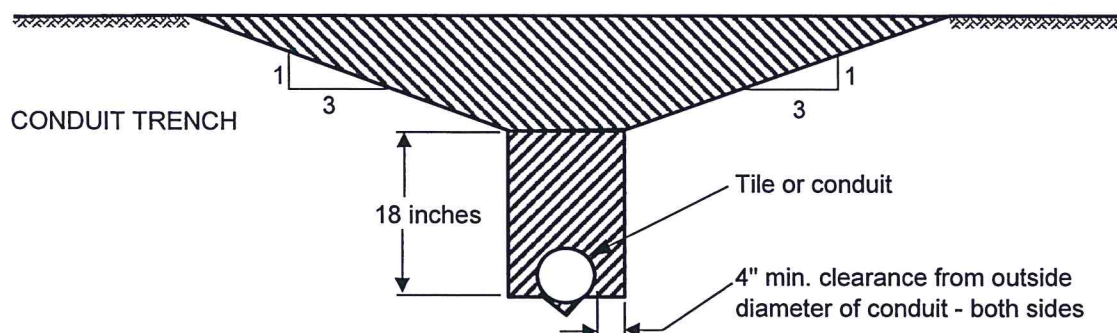
1. **Scope:** The work shall consist of furnishing and installing conduits and inlets for underground outlets as shown on the drawings and specified herein.
2. **Inspection and Handling of Materials:** Conduit and inlet materials shall be carefully inspected before installation. Where applicable, clay and concrete tile shall be checked for damage from freezing and thawing prior to installation. Bituminized fiber and plastic pipe and tubing shall be protected from hazards causing deformation or warping. Materials with physical imperfections shall not be installed.
3. **Placement:** All underground outlets shall be laid to line and grade and covered with approved blinding envelope, or filter material to a depth of not less than 3 inches over the top of the drain. No reversals in grad of the conduit shall be permitted. Material used for blinding shall contain no rocks greater than 1½ inches in diameter.

All conduits shall be installed in accordance with ASTM F449 "Standard Recommended Practice for Subsurface Installation of Corrugated Thermoplastic Tubing for Agricultural Drainage or Water Table Control

Rigid conduits such as clay or concrete tile will not need the 90° V groove, but all other applicable placement and bedding requirements will be adhered to. Joints between drain tiles shall have the closest possible fit.

4. **Backfill:** Earth backfill material shall be placed in the trench in such a manner that displacement of the conduit will not occur and so that the filter and bedding material, after backfilling, will meet the requirements of the drawings and specifications. Backfill within 2 feet of conduit shall have no rock particles larger than 2 inches in diameter.

When conduits are installed two or more seasons prior to construction of terrace or diversion ridges, backfilling operations should be at an angle to the trench so that loose backfill material flows down the advancing frontslope. In all other cases the conduit under the ridge area shall receive special backfilling as shown below:



Backfill shall have adequate moisture for compaction. Backfill within 6 inches of conduit shall be hand compacted. Subsequent layers of backfill shall be placed in 6 inch lifts and mechanically compacted.

The moisture content can generally be considered as satisfactory if the fill material can be molded into a round ball between the hands without readily separating or squeezing out free water.

## MAINTAINING AND SEEDING TERRACES

JOB SHEET 600-1 (2)

Check terraces and outlets after heavy rains for possible damage. Where inlets to underground outlets have been used, remove any debris that has accumulated around inlet that might impair its function. Water that is ponded in a storage area longer than planned may indicate a plugged orifice plate. Unplug orifice by inserting a long rod to clear debris or by removing the orifice plate. If the orifice plate is removed, be sure to replace it after the water has drained from the storage area. Excessive settlement around riser or piping under ridge must be repaired as soon as possible.

Maintenance involving earthmoving may be accomplished by plowing up the terrace ridges to restore proper ridge height or using construction equipment such as scrapers and road patrols to remove accumulated sediment and rebuild the ridges.

All newly constructed or recently maintained terrace cut slopes and fills that are to be farmed must be no steeper than that on which farm equipment can operate safely.

A critical area to maintain on narrow base and grass backslope terraces is the grassed slopes. A good sod should be established and maintained. Trees, brush, and weeds should be controlled by cutting, mowing, or spraying. The slopes should be fertilized occasionally to maintain a vigorous sod. Burrowing rodents should be eliminated from the slopes.

### SEEDING

| Material                                     | Kind                | Lbs/Acre           | Total lbs. |
|----------------------------------------------|---------------------|--------------------|------------|
| Seed                                         | <i>Smooth Brome</i> | <i>24</i>          |            |
|                                              | <i>Timothy</i>      | <i>10</i>          |            |
|                                              | <i>Redtop</i>       | <i>8</i>           |            |
| Companion Crop                               | <i>Oats</i>         | <i>32</i>          |            |
| Nitrogen (N)                                 |                     | <i>120</i>         |            |
| Phosphorous (P <sub>2</sub> O <sub>3</sub> ) |                     | <i>120</i>         |            |
| Potassium (K <sub>2</sub> O)                 |                     | <i>120</i>         |            |
| Lime                                         | <i>pH 6.5</i>       | <i>as needed</i>   |            |
| Temporary Seeding                            | <i>Rye</i>          | <i>90</i>          |            |
| Mulch                                        | <i>Straw or hay</i> | <i>2.0 Tons/Ac</i> |            |

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

NOTES:

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

*Revised 10/2003*



## TERRACE

CONSTRUCTION SPECIFICATION 620-1

1. Scope: The work shall consist of site preparation, excavating, filling, and shaping as necessary for construction of the terraces as shown on the drawings and specified herein.
2. Site Preparation: Undesirable material such as fences, fence rows, trees, brush and sod shall be removed from the areas occupied by the terrace ridge, terrace channel, borrow areas, and all other areas which might interfere with the operation and maintenance of the system.

All dead furrows, gullies, ditches, and existing terraces which will interfere with the construction, operation and maintenance of the system shall be filled and/or leveled prior to or during construction.

Topsoil salvaging is required, ☐ Yes ☒ No Depth of topsoil stripping required is \_\_\_\_\_ inches.

When topsoil salvaging is specified, areas to receive topsoil shall be brought to within \_\_\_\_\_ inches of final grade. Topsoil shall be evenly placed and spread over specified area to bring it to final grade.

3. Earth Fill - Terrace Ridge: Earth fill material shall be free from frozen particles, roots, sod, brush, and other objectionable materials that might endanger the performance of the terrace. The fill material shall have no rock particles larger than 3 inches in diameter.

The ridge portion of the terrace shall be compacted by routing the hauling and spreading equipment over the fill material in such a manner that the entire surface of the completed ridge will be traversed by not less than one tread/track of equipment.

The moisture content of the earth fill material shall be sufficient to permit satisfactory compaction. The moisture content can generally be considered as satisfactory if the fill material can be molded into a round ball between the hands without readily separating or squeezing out free water.

All ridges shall be constructed to the planned alignment, grade and cross-section shown on the plans, with the specified overfill for settlement and the channel graded to drain reasonably well. Any ditch or depression at the bottom of the back slope shall be filled and smoothed so that drainage will be away from the terrace.

Required fill material shall be obtained as specified below:

Broadbase: Unless otherwise specified, fill material shall come from the terrace channel.

Grassed Back and Narrow Base: Unless otherwise specified, fill material shall come from the downhill side of the terrace ridge, except for cuts that are required to construct the channel to the specified grade and cross-section.

Provisions must be made to prevent piping if underground conduits are located under terrace ridges. Mechanical compaction, water packing, trench sidewall sloping, and installation and backfill of conduit trenches early enough to allow adequate settlement are methods that can be used.

4. Outlets: Where terraces outlet into established grassed waterways or vegetated areas, care shall be taken during construction to minimize disturbance of existing vegetation.

The transition from the terrace channel to the center of the waterway shall be free of abrupt changes in grade



## Operation & Maintenance Plan Water and Sediment Control Basin (Code 638)

---

Landowner/Operator: Heartland Ag

Date: 4/30/2022

NRCS Service Center: Macon

Conservation District: Macon

Practice Location: T17N R 3E Sec 13

Tract/Field ID: N/A

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

### Expected Lifespan

The minimum expected lifespan of this practice is at least 10 years.

### Follow the operation and maintenance plan below to keep your water and sediment control basin system functioning as intended:

- Inspect after significant storm events and at least annually to identify repair and maintenance needs. Promptly repair or replace damaged components.
- Avoid damage to riser inlets by farm equipment. Mark risers so they are visible to prevent damage by equipment.
- Water and sediment control basin (WASCOB) ridges, especially those with steep backslopes, are potentially hazardous. All farming and maintenance operations should be executed with caution to reduce the chance of damage to machinery and injury to the operator.
- Remove accumulated sediment in the channel periodically and place on the ridge. Repair any erosion that occurs in channel. Make sure that the inlet is located at the lowest spot in the basin.
- Check frequently for burrowing animals. When found, remove the burrowing animals, replace embankment materials and reseed.
- Remove debris and trash accumulated around riser inlets that might impair water flow. Redistribute any sediment buildup so that the inlet remains the lowest elevation in the storage area.
- The riser inlet in your WASCOB system may be designed to include orifice plates. The purpose of these orifice plates is to prevent overload of the underground outlet system. Make sure that these orifice plates remain in place as designed, and keep them clear of any trash or rodent activity.
- Repair any settlement or piping along drain tubing promptly.
- Remove trash from the outlet and maintain animal guard.
- Regularly mow and fertilize desired vegetation. Time the first mowing for after nesting birds have hatched (about August 15). Remove excess top growth. Remove risers when burning warm season grasses.
- Control tree and bush growth by hand cutting, mowing, or chemicals. Avoid damaging grass with herbicide sprays.
- Maintain proper width, depth and shape of vegetated emergency spillways. Fill and seed any rills that occur.

## Specific Site Requirements

N/A

Reset

**Lake Decatur Watershed**  
**Protection Program Agreement**  
**Project Expenses and Reimbursement Schedule**

Owner Name: AupperleApplication Number: LDWPP-2022-001

| Name and Address of Contractor                                                                  | Bid Price   |
|-------------------------------------------------------------------------------------------------|-------------|
| Hutchens Bulldozing, Inc<br>2049 East 1350 North Road<br>Assumption, IL 62510<br>(217) 226-4334 | \$29,125.00 |

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

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

$$\begin{array}{rcl} \$ & 29,125.00 & \\ \hline & \text{Bid Price} & \end{array} + \begin{array}{rcl} \$ & 1,456.25 & \\ \hline & 5\% \text{ Contingency} & \end{array} = \$ \begin{array}{rcl} & 30,581.25 & \\ \hline & \text{Total Not to Exceed Project Cost} & \end{array}$$

$$\begin{array}{rcl} \text{Owner Reimbursement: } \$ & 30,581.25 & \\ \hline & \text{Total Project Cost} & \end{array} \times 75\% = \begin{array}{rcl} & 22,935.94 & \\ \hline & \text{Maximum City Reimbursement to Owner} & \end{array}$$



## MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

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

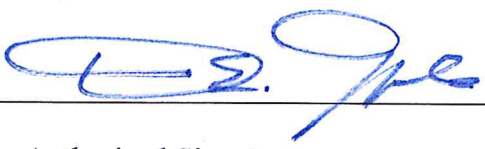
*The east one half of the northeast quarter of Section 13, Township 17 North, Range 3 East of the Third Principal Meridian; and that part of said east one half of the southeast quarter of Section 13, Township 17 North, Range 3 East of the Third Principal Meridian lying north of the public highway; EXCEPT beginning at the east quarter corner of Section 13, Township 17 North, Range 3 East of the Third Principal Meridian, thence south 00 degrees, 00 minutes, 00 second east, 106.20 feet along east line of said Section 13; thence south 89 degrees, 17 minutes, 29 seconds west, 182.84 feet along the northerly Right Of Way of County Highway 25; thence 124.32 feet (Chord) along a curve to the left with a radius of 332.9 feet; thence south 89 degrees, 17 minutes, 29 seconds west, 97.56 feet; thence 185.32 feet (Chord) along a drive to the right with a radius of 3789.8 feet; thence north 05 degrees, 44 minutes, 41 seconds east, 245.07 feet; thence south 86 degrees, 41 minutes, 28 seconds east, 564.00 feet to a point on the east line of said Section 13; thence south 00 degrees, 11 minutes, 43 seconds east, 126.21 feet to the point of beginning. Property is subject to an easement for a grain bin and ingress and egress over the existing stone driveway; situated in Macon County, Illinois; PIN: 18-08-13-200-004.*

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

BY:   
Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: \_\_\_\_\_  
Scot Wrighton, City Manager

**EXHIBIT 3**



**Project Name: 9-WASCB**

**Project Manager: Northwater (2022 High Priority BMP)**

**Landowner: Heartland Ag/ Dale Aupperle**

**BMP Practice: 4 Water & Sediment Control Basin (WASCB)**

**BMP Treatment Acres: 10.8 acres**

**Annual Nitrogen Reduction (lbs): 26.4**

**Annual Phosphorus Reduction (lbs): 7.3**

**Annual Sediment Reduction (Tons): 16.9**

**Expected Construction: Fall 2022**

**Before BMP is installed:**



**Total Project Cost Estimate:**

**\$30,581.25**

**Landowner Cost:**

**\$7,645.31**

**Maximum City Reimbursement:**

**\$22,935.94**

**BMP Location:**

