



**Tuesday, September 3, 2024
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. 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.

IV. Approval of Minutes

Approval of Minutes of August 19, 2024 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution to Approve Final Design Engineering Services Agreement with WHKS and Co. and Appropriate Motor Fuel Tax Funds for the Garfield Avenue Bridge over 22nd Street, SN 058-6001, City Project 2020-22
2. Ordinance Amending City Code Chapter 47 Animal Cruelty
3. City Manager Update
4. 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 Appointments - Library Board of Trustees
 - B. Resolution Approving Reappointment - Library Board of Trustees

- C. Receiving and Filing of Minutes of Boards and Commissions
- D. Resolution Authorizing a Professional Services Agreement with Christy-Foltz, Inc. to Provide Engineering, Labor and Material to Reinstall a Section of Fish Barrier on Lake Decatur Dam
- E. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Pond Improvements with Angela Kay Norman
- F. Ordinance Annexing Territory 2940 Lakeland Road
- G. Ordinance Annexing Territory 2977 Lakeland Road
- H. Ordinance Annexing Territory 3040 Lakeland Road
- I. Resolution Approving a Water Service Agreement with the Village of Forsyth
- J. Resolution Rescinding R2024-282 and Authorizing a Real Estate Sales Agreement for Properties between Vulcan Lands Inc., and Vulcan Construction Materials, LLC, and the City of Decatur

VII. Other Business

VIII. Adjournment

SUBJECT: Approval of Minutes of August 19, 2024 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of August 19, 2024 City Council Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, August 19, 2024

On Monday, August 19, 2024, 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 Ed Culp, Pat McDaniel, Lisa Gregory, David Horn and Chuck Kuhle. Councilman Cooper was absent. Mayor Moore Wolfe declared a quorum present.

Mayor Moore Wolfe called for a motion to allow Councilman Kuhle to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a).

Councilwoman Gregory moved to allow Councilman Kuhle to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a), seconded by Councilman Culp.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Melanie Long, Alan Williams, John Drayton, Carol Drayton, Canzetta Jackson, Vicki Sheets, Bob Frazier, Anthony Cox and Tom Sheets.

Council members responded to citizens' comments.

The minutes of the August 5, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

City Manager Gleason presented the Treasurer's Financial Report.

Ms. Ruby James, Director of Finance, provided a brief update on the budget.

R2024-279 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for Annual Street Restoration, City Project 2024-08, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Deputy City Manager Jon Kindseth gave a brief overview of the Resolution.

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

R2024-280 Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to the Improvement of a Portion of Taylor Avenue in Macon County, Illinois, between the City of Decatur and Hickory Point Township, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Deputy City Manager Kindseth gave a brief overview of the Resolution.

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

R2024-281 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Cothren's Custom Hardscapes, for the Lake Decatur Staley Basin Improvements - Hot Water Ditch, City Project 2023-16, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Deputy City Manager Kindseth gave a brief overview of the Resolution.

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

R2024-282 Resolution Authorizing a Real Estate Sales Agreement for Properties between Vulcan Lands Inc., and Vulcan Construction Materials, LLC, and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Deputy City Manager Kindseth gave a brief overview of the Resolution.

Council members provided feedback regarding the agreement.

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

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

Ms. Amy Waks, Assistant Corporation Counsel, gave a brief presentation regarding amendments to City Code, Chapter 52, Alcoholic Liquor, adopted in November 2023 to slow or end the growth of video gaming in Decatur.

Council members provided feedback concerning the number of video gaming establishments in Decatur, caps placed on video gaming, transfers of licenses, revenue thresholds and audits.

Mr. Bob Frazier, owner of the 48 Inn Bar & Grill, addressed Council members concerning video gaming licenses being non-transferable.

Council members continued their discussion with suggested steps related to video gaming licenses and transfers.

Corporation Counsel Wendy Morthland answered questions from Council members concerning zoning requirements and economic incentive agreements.

With the conclusion of the discussion, City Manager Gleason spoke about suggested steps.

Mayor Moore Wolfe called for a discussion on annexations.

Mr. Matt Newell, Public Works Director, provided an overview of the annexation process.

Corporation Counsel Morthland answered questions from Council members concerning the annexation process.

John Drayton, Carol Drayton and Alan Williams addressed Council concerning city services and increased property taxes.

Deputy City Manager Kindseth spoke about surrounded annexations versus voluntary annexations.

Council members provided feedback concerning the proposed Deer Run subdivision annexations.

With the conclusion of the discussion, City Manager Gleason spoke about suggested steps.

City Manager Gleason presented the City Manager Update. City Manager Gleason announced that plans to repurpose the former Garfield School into apartments for seniors will move forward thanks to financing support from the Illinois Housing Development Authority.

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

Item A. 2024-107 Ordinance Annexing Territory 2221 Highland Road

Item B. 2024-108 Ordinance Annexing Territory 2942 South Wheatland Road

Item C. R2024-283 Resolution to Appropriate Motor Fuel Tax Funds for Local Public Agency General Maintenance

Item E. R2024-285 Resolution Approving Appointment - Library Board of Trustees

Item F. R2024-286 Resolution Approving Reappointments - Human Relations Commission

Item G. R2024-287 Resolution Approving Reappointment - Decatur Housing Authority

Item H. R2024-288 Resolution Approving Reappointment - Civil Service Commission

Item I. 2024-110 Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Arts in Central Park

Item J. 2024-111 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way, Central Park and Preston Jackson Park - Downtown Decatur Music Festival

Item K. R2024-289 Resolution Authorizing Payment for Workers Compensation Services from Illinois Public Risk Fund

Item L. R2024-290 Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance and Support for Incode Court Case Management Suite

Councilwoman Gregory moved Items A. through C., and E. through L., be approved by Omnibus Vote; seconded by Councilman Culp, and on call of the roll, Ed Culp, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2024-284 Resolution Authorizing Payment for Watering Services for Beautify America with Evan Burgett, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn addressed concerns about unsigned agreements and water shutoffs during excessive heat warnings.

Ms. Ruby James, Director of Finance, spoke about how the city would handle agreements moving forward.

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

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

There being no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Regular Council meeting be adjourned, seconded by Councilman Culp and on call of the roll, Council members Ed Culp, Pat McDaniel, Lisa

Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:43 p.m.

Approved _____
Kim Althoff
City Clerk

Public Works

DATE: 8/23/2024

MEMO: 2024-125

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution to Approve Final Design Engineering Services Agreement with WHKS and Co. and Appropriate Motor Fuel Tax Funds for the Garfield Avenue Bridge over 22nd Street, SN 058-6001, City Project 2020-22

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest a Resolution approving an engineering services agreement with WHKS and appropriating \$384,614.00 in State Motor Fuel Tax (MFT) funds for the final design of the Garfield Avenue Bridge over 22nd Street.

BACKGROUND:

The Garfield Avenue Bridge over 22nd Street (Rt. 121) was constructed in 1964 as part of northeast expansion. The bridge is a steel superstructure with a pin and hanger assembly. This type of design is no longer used today, the pin requires an ultra-sonic inspection every 4 years since they cannot be visually seen. The bridge condition is rated as fair to poor. In 2022, the City completed a Bridge Condition Report (BCR) to provide rehabilitation/replacement options and costs (see attached technical memorandum). The recommended alternative is to replace the superstructure and deck. The substructure is expected to be reused due to its good condition, but a structure analysis will be completed in final design to confirm the use is allowable. The total construction cost is estimated at \$3.8 million.

The City has been approved for 80%, up to \$2.8 million, in Federal Transportation Funding allocated through the Decatur Urban Area Transportation Study (DUATS) starting in 2026.

The construction is anticipated to be phased construction which will allow for one lane open in each direction but the project will not start until Brush College Road Grade Separation bridge is open.

Request for Proposals

On May 19, 2021, the City issued a request for proposals and qualifications to provide design services to rehabilitate the Garfield Avenue Bridge over 22nd St. Proposals were received on June 16, 2021. Six firms submitted formal statements of qualifications. Public Works Department staff reviewed the proposals and recommended WHKS & Co., of Springfield, IL, as the firm best able to serve the City in performing the requested design services.

Engineering Services Agreement

The design services are to prepare design drawings and specifications for IDOT and FHWA approvals to perform the bridge construction work in 2026 for the Garfield Avenue Bridge. The Design Services Agreement will include the following services:

1. Perform topographic survey of the project site.
2. Provide the 2024 & 2026 bridge inspections and the 2025 pin and link inspection
3. Prepare the project development report and environmental signoffs required for federal funding.
4. Complete the design and prepare construction plans and specifications as required by IDOT for bidding.
5. Provide bidding assistance to the City.

The proposed fee is \$384,614.00, which will be paid from the State Motor Fuel Tax Fund.

LEGAL REVIEW: The agreement is a standard IDOT form for use of State MFT funds

SCHEDULE:

The work will commence immediately and will be completed for bid in the summer of 2026.

PRIOR COUNCIL ACTION:

June 20, 2016 – The City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges that were known to City staff as having structural concerns. The following bridges were identified:

- Mound Road / Spring Creek (East) Bridge (Reconstructed in 2017)
- Mound Road / Spring Creek (West) Bridge (Reconstructed in 2019)
- Mound Road / Spring Creek (Middle) Bridge (Reconstructed in 2019)
- Center Street / Stevens Creek Bridge (Replaced in 2021)
- Meadowlark Bridge (Replaced in 2022)
- Taylor Road Bridge (Replaced in 2020)
- Grove Road Bridge (Replaced in 2024)
- Garfield Avenue Bridge / Illinois Central Railroad Yard
- Garfield Avenue / 22nd Street Bridge (current contract)
- Country Club / Lake Decatur Bridge (Grant funding submitted in 2024)

December 21, 2020 – The City Council authorized an agreement with AECOM for preliminary engineering services for an in-depth inspection of the bridge for a fee not to exceed 29,972.30.

January 18, 2022 – The City Council authorized an agreement with WHKS for preliminary engineering services for a preliminary design of the bridge for a fee not to exceed 19,874.50.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: WHKS, Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with WHKS is for \$384,614.00. Funding for this project is allocated in the State Motor Fuel Tax Fund.

The City is approved for 80% of the estimated \$3.8 million, up to \$2,800,000, in federal funding to cover cost for construction of Garfield Avenue Bridge.

Staffing Impact: Staff time is allocated to manage and review the design.

ATTACHMENTS:

Description	Type
Resolution to Approve Final Design Engineering Services Agreement with WHKS and Co. and Appropriate Motor Fuel Tax Funds for the Garfield Avenue Bridge over 22nd Street, SN 058-6001, City Project 2020-22	Resolution Letter
Location Map	Backup Material
Garfield Technical Memorandum	Backup Material

RESOLUTION _____

**RESOLUTION TO APPROVE FINAL DESIGN ENGINEERING SERVICES
AGREEMENT WITH WHKS AND CO. AND APPROPRIATE MOTOR FUEL TAX
FUNDS FOR THE GARFIELD AVENUE BRIDGE OVER 22nd STREET, SN 058-6001,
CITY PROJECT 2020-22**

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

Section 1. That the Engineering Services Agreement to provide final design services for the Garfield Avenue Bridge over 22nd Street, presented to the Council herewith as Exhibit 1 and made part hereof, between the City of Decatur and WHKS and Co. be and the same hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and are hereby, authorized and directed to execute said Engineering Services Agreement between the City of Decatur and WHKS and Co. for a fee not to exceed \$384,614.00

Section 3. That there is hereby appropriated the sum of \$384,614.00 of State Motor Fuel Tax Funds for the purpose of paying the engineering costs for the Garfield Avenue Bridge over 22nd Street, under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges and operations listed and described as part of the Garfield Avenue Bridge over 22nd Street, are eligible for State Motor Fuel Tax funds.

Section 5. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 6. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit 2 and made part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 3rd day of September, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT PE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency City of Decatur	County Macon	Section Number 20-00022-00-BR	Job Number CP 2020-22
Project Number	Contact Name Mr. Paul Caswell, P.E.	Phone Number (217) 424-2747	Email pcaswell@decaturil.gov

SECTION PROVISIONS

Local Street/Road Name Garfield Avenue	Key Route FAU 7369	Length 500	Structure Number 058-6001 (Exist)
Location Termini 1.54 miles east of US 51.			Add Location Remove Location

Project Description

Complete Phase 1/Phase 2 roadway design, structure plans and environmental coordination for superstructure replacement of existing structurally deficient bridge 058-6001.

Engineering Funding	☒ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☐ MFT/TBP	☐ State	☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name WHKS & Co.	Contact Name Cory Chamberlain	Phone Number (217) 483-9457	Email cchamberlain@whks.com
Address 3501 Constitution Drive, Suite B	City Springfield	State IL	Zip Code 62711

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT E: Insurance Requirements
- ☒ EXHIBIT F: Certificates of Insurance
- ☒ EXHIBIT G: Scope Memorandum

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.	42-0943938	\$358,214.00
Subconsultants		
SKS Engineers, LLC	45-2611340	\$19,000.00
Collins Engineers, Inc.	36-3030616	\$7,400.00
Subconsultant Total		\$26,400.00
Prime Consultant Total		\$358,214.00
Total for all work		\$384,614.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
City of Decatur

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

City of Decatur

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
WHKS & Co.

By (Signature & Date)

Chad Hodel	Digitally signed by Chad Hodel Date: 2024.08.23 12:22:24 -05'00'
-------------------	--

Title

Vice President

By (Signature & Date)

Cory Chamberlain	Digitally signed by Cory Chamberlain Date: 2024.08.23 11:11:02 -05'00'
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Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co.	Macon	20-00022-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Description:

Design of plans to remove and replace existing concrete deck and superstructure with 8" RC deck composite full-length with steel multi-beams utilizing stage construction. Design plans for bearings to be replaced with elastomeric and steel fixed bearing assemblies. Design plans to assume abutments to be converted to semi-integral moving expansion joints off the bridge onto new CIP approach slabs.

Scope:

Complete abbreviated/detailed substructure analysis and abbreviated seismic evaluation. Assumes existing substructure is sufficient for new superstructure, which will be determined during the detailed substructure analysis procedure (IDOT procedure).

Complete PBDHR or TS&L/structure report as required.

Perform detailed surveys as are necessary for the preparation of detailed roadway plans. Survey to be completed by Subconsultant.

Complete necessary environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form.

Prepare the Project Development Report required for Federal Funding.

Complete detailed plans, special provisions and estimates of cost and furnish the City with five (5) copies of the plans, special provisions and estimates. Additional copies of any or all documents, if required, shall be furnished to the City by WHKS at actual cost for reproduction.

Perform 2024 & 2026 Routine Inspections and 2025 Special (Pin & Link) Inspection. Pin and Link inspection to be completed by Subconsultant.

Prepare superstructure rating for new structure in AAHSTOWare software program and complete BLR SLRS Form.

Assist the City in the tabulation and interpretation of the Contractor's proposals.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co.	Macon	20-00022-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Complete PH1 / PH 2 design activities for a September 2026 State letting. See Exhibit B Schedule.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co.	Macon	20-00022-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

Email to consulting firms that have requested addition to Decatur's consultant distribution list.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐

Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐



PROPOSED PROJECT SCHEDULE - EXHIBIT B

City of Decatur - Garfield Avenue Bridge Rehabilitation

Project Schedule assumes September 2024 Council approval and Notice to Proceed to WHKS by October 31st, 2024.

Task	Begin Date	End Date	Duration (Days)	11/04/2024	12/26/2024	02/16/2025	04/09/2025	05/31/2025	07/22/2025	09/12/2025	11/03/2025	12/25/2025	02/15/2026	04/08/2026	05/30/2026	07/21/2026	09/11/2026
Data Collection	11/01/2024	12/31/2024	61														
2024 NBIS Bridge Inspection	11/01/2024	11/01/2024	1														
Early RR Coordination	01/01/2025	02/01/2025	31														
Prepare/Submit Environmental Survey Request (ESR)	04/01/2025	10/26/2025	206														
IDOT Review of ESR (Bio/Cultural Signoffs)	10/27/2025	05/01/2026	185														
Perform Analysis and Modelling	01/01/2025	06/09/2026	519														
2026 NBIS with pin/link	10/01/2026	10/01/2026	1														
Prepare Prelim. Bridge Design & Hydraulic Report (PBDHR)	04/01/2025	12/09/2025	249														
IDOT and/or IDNR Review of PBDHR	12/12/2025	01/15/2026	34														
Prepare Draft Project Development Report (PDR) & Public Involvement	04/01/2025	02/07/2026	307														
IDOT/City Review of Prelim. PDR	02/08/2026	03/08/2026	31														
Final PDR	03/09/2026	03/25/2026	17														
Prepare Pre-Final Plans & Specs	03/26/2026	04/24/2026	29														
IDOT/City Review of Pre-Final Plans & Specs	04/25/2026	05/28/2026	34														
Address Review Comments	05/28/2026	06/09/2026	12														
Submit Final Plans and Specs for 3/5/20 State Letting	06/09/2026	06/09/2026	1														
ROW Acquisition (not anticipated)	07/01/2026	07/01/2026	1														
State Letting (Fed Funds)	09/18/2026	09/18/2026	1														

Legend: WHKS
City or IDOT
Req'd Submittal Dates for 9/18/2026 Letting



Local Public Agency	County	Section Number
City of Decatur	Macon County	20-00022-00-BR
Prime Consultant (Firm) Name	Prepared By	Date
WHKS& Co.	Chamberlain	8/20/2024
Consultant / Subconsultant Name	Job Number	
	CP 2020-22	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	167.82%
START DATE	11/1/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	4/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2024	1/1/2025	2	6.67%
1	1/2/2025	1/1/2026	12	40.80%
2	1/2/2026	1/1/2027	12	41.62%
3	1/2/2027	5/1/2027	4	14.15%

City of Decatur

Macon County

20-00022-00-BR

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CP 2020-22

Local Public Agency

City of Decatur

County

Macon County

Section Number

20-00022-00-BR

Consultant / Subconsultant Name

Job Number

CP 2020-22

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	820	\$0.67	\$549.40
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	30	\$15.00	\$450.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	5	\$20.00	\$100.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	500	\$0.10	\$50.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	200	\$0.50	\$100.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Per Diem	CONUS Rate (Lunch \$15)	10	\$15.00	\$150.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,399.40

Local Public Agency

City of Decatur

County

Macon County

Section Number

20-00022-00-BR

Consultant / Subconsultant Name

Job Number

CP 2020-22

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 167.82%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Admin/Management		88	6,545	10,983	2,160		19,688	5.12%
PH I Reports and Coordination		258	16,738	28,090	5,524		50,352	13.09%
Permits and Coordination		90	5,512	9,251	1,819		16,582	4.31%
2024/2026 Bridge Inspections		32	1,898	3,185	626		5,709	1.48%
Roadway Design and Plan Prep		386	21,081	35,378	6,957		63,416	16.49%
Bridge Design and Plan Prep		874	47,048	78,957	15,526		141,531	36.80%
Final PSE		102	6,243	10,477	2,060		18,780	4.88%
Miscel		32	1,950	3,273	644		5,867	1.53%
QC/QA		72	5,343	8,966	1,763		16,072	4.18%
Contingency		76	5,378	9,025	1,775		16,178	4.21%
			-	-	-		-	
			-	-	-		-	
Direct Cost	1,399		-	-	-		-	0.00%
			-	-	-		-	
Subconsultant (SKS)			-	-	-	19,000	19,000	4.94%
Subconsultant (Collins)			-	-	-	7,400	7,400	1.92%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL							\$2,640.00	0.69%
Direct Costs Total ==>	\$1,399.40						\$1,399.40	0.36%
TOTALS		2010	117,736	197,585	38,854	26,400	384,614	100.00%

City of Decatur

Macon County

20-00022-00-BR

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CP 2020-22

SHEET 1 **OF** 2

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City of Decatur

Macon County

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EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

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AVG 2

EXHIBIT E – INSURANCE

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit G. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
 - a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

- b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edwards-Brandt & Associates 2007 4th Street Mason City, IA 50401	CONTACT NAME: PHONE (A/C, No, Ext): (641) 423-0675 FAX (A/C, No): (641) 423-2441 E-MAIL ADDRESS: cindy@edwards-brandt.com												
INSURER(S) AFFORDING COVERAGE													
INSURED WHKS & CO PO Box 1467 Mason City, IA 50402-1467	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : The Travelers Indemnity Company of Connecticut</td> <td style="width: 20%; text-align: center;">25682</td> </tr> <tr> <td>INSURER B : The Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : The Travelers Indemnity Company of Connecticut	25682	INSURER B : The Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Travelers Property Casualty Company of America	25674												
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X	X		6807N901648	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		BA9P833000	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			CUP7N908416	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 6,000,000
	AGGREGATE \$ 6,000,000						
	DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7N908059	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Property			6807N901648	7/1/2024	7/1/2025	Cyber \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Garfield Ave (FAU 7369) over 22nd St
 Section No. 20-00022-00-BR
 Decatur, Illinois

Following forms added for additional insureds: CGD381 - General Liability Blanket Additional Insured Primary and Noncontributory; CAT474 Auto Additional insured primary and noncontributory; 30 day notice of cancellation is provided

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur, IL #1 Gary k. Anderson Plaza Decatur, IL 62523-1196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Leslie Babcock PHONE (A/C, No, Ext): E-MAIL: lbabcock@holmesmurphy.com ADDRESS:														
INSURED WHKS & Co. P.O. Box 1467 Mason City, IA 50402	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance</td> <td>37885</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance	37885	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : XL Specialty Insurance	37885														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 2140264900**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)			DPR5032304	7/29/2024	7/29/2025	Per Claim Aggregate 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Garfield Ave (FAU 7369) over 22nd St
 Section No.: 20-00022-00-BR
 Decatur, Illinois

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


**Resolution for Improvement
Under the Illinois Highway Code**


Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

20-00022-00-BR

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Decatur

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Garfield Ave	058-6001	7369	1.54 M E of US 51	IL 121 (FAP 320)

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Complete Phase 1/Phase 2 roadway design, structure plans and environmental coordination for superstructure replacement of existing structurally deficient bridge on Garfield Avenue over 22nd Street.

2. That there is hereby appropriated the sum of Three Hundred and Eighty Four Thousand, Six Hundred and Fourteen Dollars and 00/100 Dollars (\$384,614.00) for the improvement of

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

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

I, Kim L. Althoff

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Decatur

Name of Local Public Agency

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

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

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on September 03, 2024

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of September, 2024

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

**BRIDGE CONDITION REPORT
TECHNICAL MEMORANDUM**

Garfield Ave. (FAU 7369) over IL Route 121 (22nd St.)
S.N. 058-6001

**City of Decatur
Macon County**

Prepared for:

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

April 2022



Discussion and Recommended Scope of Work

WHKS & Co. has reviewed the recommended scope of work for each of the three (3) alternatives presented in the Bridge Condition Report (BCR) prepared by AECOM dated February 2021. Each cost estimate from the BCR has been updated to reflect current unit costs and is attached for reference. Updated unit costs were determined from the last ten (10) IDOT published transportation bulletins, which may not reflect all recent increases from pandemic pricing.

Based on the review of the BCR, discussions with the City and an independent site visit completed March 2022, WHKS & Co. has prepared five (5) supplemental alternatives to the BCR for consideration. The recommended scope of work and opinion of probable cost for each alternative is outlined below.

<u>Alternative 1 – Bridge Repair</u>	<u>Total Cost - \$2,369,253.00</u>
<i>(SF Cost without Contingencies – \$307.93)</i>	<i>Cost/Yr (12) \$197,437.75</i>

Alternative 1 is based on BCR Alternative 2 except it utilizes HMA wearing surface in lieu of concrete, does not replace the current railing and includes the following:

- Remove and replace the entire bituminous concrete overlay and waterproofing membrane system.
- Remove and replace floor drains.
- Reconstruct deteriorated sections of safety curb/parapet.
- Reconstruct expansion joints with new preformed joint strip seals.
- Complete partial-depth and full-depth deck slab patching
- Complete approach slab patching.
- Remove and replace deteriorated steel diaphragms at expansion joints.
- Complete beam end repairs at expansion joints.
- Repair impact damage to the north and south exterior beams in Span 2.
- Clean and paint entire steel superstructure.
- Complete concrete repairs to all substructure units including backwalls.
- Remove and replace concrete slopewalls.

<u>Alternative 2 – Bridge Repair</u>	<u>Total Cost - \$2,870,256.00</u>
<i>(SF Cost without Contingencies – \$373.05)</i>	<i>Cost/Yr (20) \$143,512.80</i>

Alternative 2 is based on BCR Alternative 2 except it utilizes HMA wearing surface in lieu of concrete, removes and replaces the exterior concrete deck/safety walk/rail and includes the following:

- Remove and replace the entire bituminous concrete overlay and waterproofing membrane system.
- Remove and replace floor drains.
- Remove safety curbs/parapets/railings/deck (ext bay) and replace with new constant slope parapets.
- Reconstruct expansion joints with new preformed joint strip seals.
- Complete partial-depth and full-depth deck slab patching.

- Complete approach slab patching.
- Remove and replace deteriorated steel diaphragms at expansion joints.
- Complete beam end repairs at expansion joints.
- Repair impact damage to the north and south exterior beams in Span 2.
- Clean and paint entire steel superstructure.
- Complete concrete repairs to all substructure units including backwall.
- Remove and replace concrete slopewalls.

<u>Alternative 3 – Bridge Rehab: Deck Replacement</u>	<u>Total Cost - \$2,923,348.00</u>
<i>(SF Cost without Contingencies – \$381.40)</i>	<i>Cost/Yr (40) \$73,083.70</i>

Alternative 3 is based on BCR Alternative 3 except it utilizes existing steel without modifications (pin and link remains) and utilizes existing approach slabs. Alternative 3 includes the following:

- Completely remove the deck slab including bituminous concrete overlay, floor drains, and safety curbs/parapets/rails.
- Remove and replace deteriorated steel diaphragms at expansion joints.
- Complete beam end repairs at expansion joints.
- Repair impact damage to the north and south exterior beams in Span 2.
- Clean and paint entire steel superstructure.
- Construct new 8" deck slab composite in positive moment regions.
- Add new floor drains.
- Add new preformed strip seal expansions joints.
- Construct new constant slope parapets.
- Remove and replace bituminous concrete overlay on approach slabs
- Complete approach slab patching.
- Complete concrete repairs to all substructure units including backwall.
- Remove and replace concrete slopewalls.

<u>Alternative 4 – Bridge Rehab: Superstructure Replacement</u>	<u>Total Cost - \$3,093,430.38</u>
<i>(SF Cost without Contingencies – \$394.43)</i>	<i>Cost/Yr (50) \$61,868.61</i>

Alternative 4 is not considered in the original BCR, however due to the cost to repair/straighten the existing beams this option is considered. Alternative 4 utilizes new structural steel and concrete deck on the existing substructure and includes the following:

- Completely remove the deck slab, approach slabs, and steel superstructure including bituminous concrete overlay, floor drains, safety curbs/parapets/rails.
- Remove abutment backwalls and seats for semi-integral abutment conversion.
- Replace at abutments and Pier 2 with new elastomeric bearings.
- Install new steel beams and steel diaphragms.
- Construct new 8" deck slab composite full-length with semi-integral concrete diaphragms at abutments.
- Construct new cast-in-place concrete approach slabs.
- Construct new constant slope parapets.
- Complete concrete repairs to all substructure units.
- Correct cause of embankment/slopewall erosion.
- Remove and replace concrete slopewalls.

Alternative 5 – Complete Bridge Replacement
(SF Cost without Contingencies – \$450.57)

Total Cost - \$4,761,540.00
Cost/Yr (75) \$63,487.20

Alternative 5, complete bridge replacement is not considered in the BCR. A complete replacement is considered to compare repair/rehabilitation cost to determine if they are economically viable. Alternative 5 considers complete removal and replacement of the existing bridge. The replacement structure is anticipated to be a three (3) span continuous fully composite steel beam structure with a wider cross section to accommodate current design standards. Substructure will consist of integral abutments and intermediate multi-column piers. Longer end spans are necessary to help increase design efficiency, reduce/eliminate uplift, and to avoid existing substructure foundation elements.

Summary:

Alternatives 1 thru 3 reuse the existing steel superstructure. A fatigue evaluation of the existing welded cover-plates is required in accordance with Section III – Superstructure Evaluation of the BCR Procedures and Practices Manual. Alternatives 3 and 4 require a load capacity analysis of the substructure units in accordance with Section III – Substructure Evaluation of the BCR Procedures and Practices Manual. The level of analysis is dependent on the proposed increase in service dead load as well as the reconfiguration of loading and change in substructure unit fixities. Seismic retrofits and/or strengthening are not required based on criteria outlined in Section III – Seismic Evaluation of the BCR Procedures and Practices Manual.

The repair and rehabilitation alternatives presented are considered feasible due to the satisfactory condition of the substructure units as presented in the BCR. Furthermore, since the repair and rehabilitation alternatives all cost less than or nearly equal to 60% of the total bridge replacement cost, reuse of the existing structure is considered feasible based on department life-cycle cost analyses in accordance with Section III Economic Evaluation of the BCR Procedures and Practices Manual.

Alternative 1 is clearly the least expensive option but also provides the shortest service life. The total cost for Alternatives 2 thru 4 are approximately the same. However, when considering both the total cost and the cost per year of expected service life, Alternative 4, seems to be the most reasonable. Therefore, Alternative 4 – Bridge Rehabilitation: Superstructure Replacement is recommended. *Note: The required fatigue and substructure evaluations are yet to be completed.* Should the condition of the substructure change or it is determined that the existing substructure cannot handle the load reconfiguration for a superstructure replacement, then a complete replacement (Alternative 5) followed by deck replacement (Alternative 3) should be considered.

SUBJECT: Ordinance Amending City Code Chapter 47 Animal Cruelty

ATTACHMENTS:

Description	Type
Memo - Ordinance Amending City Code Chapter 47 Animal Cruelty	Cover Memo
Ordinance Amending City Code Chapter 47 Animal Cruelty	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2024-**

August 26, 2024

TO: Honorable Mayor Moore Wolfe

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 47- Control of Animals, Fowl and Dogs

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 47, Section 8.

BACKGROUND: Staff requests that Council pass the proposed ordinance amendments to Chapter 47, Section 8 Cruelty to Animals to better protect our domestic animals.

RECOMMENDATION: Staff recommends the suggested language amendment to Chapter 47, Section 8.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 47 -
- CONTROL OF ANIMALS, FOWL AND DOGS -

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

Section 1. That Chapter 47 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 8 so that Section 8 as so modified and amended, shall provide as follows:

...8. **CRUELTY TO ANIMALS.** It shall be unlawful for any person to be cruel to any animal in any of the following ways:

(a) By over-loading, over-driving, over-working, beating, torturing, tormenting, mutilating, abusing, starving, mistreating, or killing any animal or causing or knowingly allowing the same to be done.

(b) By cruelly working any animal, including old, maimed, infirm, sick or disabled animals, or causing or knowingly allowing the same to be done.

(c) By failing to provide any animal in his or her charge or custody, as owner or otherwise, with proper and necessary food, drink, shelter constructed of solid wood or other weather resistant materials with solid walls on all sides, a raised dry floor and sloped roof protected from excessive heat and cold and is of sufficient size to permit the animal to exercise and move about freely, ventilation, heat, air, sanitation or veterinary care, including medical care according to commonly accepted veterinary standards, in addition to the required rabies vaccination which shall include recommended vaccinations as required by accepted veterinary standards, and if diseased or injured, or exhibiting symptoms of disease, receives proper care and is segregated from other animals so as to prevent transmittal of the disease.

(d) By abandoning, or leaving an animal without proper care or feeding, or turning out to die any animal, including old, maimed, infirm, sick or disabled animals.

(e) By cropping an animal's ears, docking an animal's tail or performing similar surgeries except by a licensed veterinary by the State of Illinois.

(f) By tying, confining, or restraining any animal or bird in such a manner that it chokes the animal or bird or prevents it from moving about freely, or such that it forces the animal or bird to stand, lie or sit in its own excrement, by use of a choke collar, or any collar too small for the size and age of the animal, or by use of any rope, chain, or cord directly attached to the animal's neck, or by use of a leash less than twelve (12) feet in length, or by use of any tether or leash without swivels on both ends, or of such unreasonable weight as to prevent the animal from moving about freely.

(g) By tethering or confining an animal at a vacant structure or premises for any purpose or time when it is not monitored by a competent adult who is present at the property for the duration of such tethering or confinement.

(h) By tethering any animal to a motorized vehicle.

(i) By tethering any animal which is sick or injured.

(j) By tethering an animal which is less than six (6) months of age.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2024.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 47

- CONTROL OF ANIMALS, FOWL AND DOGS -

...8. **CRUELTY TO ANIMALS.** It shall be unlawful for any person to be cruel to any animal in any of the following ways:

(a) By over-loading, over-driving, over-working, beating, torturing, tormenting, mutilating, abusing, starving, mistreating, or killing any animal or causing or knowingly allowing the same to be done.

(b) By cruelly working any animal, including old, maimed, infirm, sick or disabled animals, or causing or knowingly allowing the same to be done.

(c) By failing to provide any animal in his or her charge or custody, as owner or otherwise, with proper and necessary food, drink, shelter constructed of solid wood or other weather resistant materials with solid walls on all sides, a raised dry floor and sloped roof protected from excessive heat and cold and is of sufficient size to permit the animal to exercise and move about freely, ventilation, heat, air, sanitation or veterinary care, including medical care according to commonly accepted veterinary standards, in addition to the required rabies vaccination which shall include recommended vaccinations as required by accepted veterinary standards, and if diseased or injured, or exhibiting symptoms of disease, receives proper care and is segregated from other animals so as to prevent transmittal of the disease.

(d) By abandoning, or leaving an animal without proper care or feeding, or turning out to die any animal, including old, maimed, infirm, sick or disabled animals.

(e) By cropping an animal's ears, docking an animal's tail or performing similar surgeries except by a licensed veterinary by the State of Illinois.

(f) By tying, confining, or restraining any animal or bird in such a manner that it chokes the animal or bird or prevents it from moving about freely, or such that it forces the animal or bird to stand, lie or sit in its own excrement, by use of a choke collar, or any collar too small for the size and age of the animal, or by use of any rope, chain, or cord directly attached to the animal's neck, or by use of a leash less than twelve (12) feet in length, or by use of any tether or leash without swivels on both ends, or of such unreasonable weight as to prevent the animal from moving about freely.

(g) By tethering or confining an animal at a vacant structure or premises for any purpose or time when it is not monitored by a competent adult who is present at the property for the duration of such tethering or confinement.

(h) By tethering any animal to a motorized vehicle.

(i) By tethering any animal which is sick or injured.

(j) By tethering an animal which is less than six (6) months of age.

DATE: 8/22/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointments - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Blake Allison and Shiowa Karsten to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Blake Allison	Library Board of Trustees	7/1/2027
Shiowa Karsten	Library Board of Trustees	7/1/2025

DATED this 3rd day of September 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENTS

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 appointments by the Mayor of the persons 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 September 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of September 2024.

Julie Moore Wolfe, Mayor

DATE: 8/28/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointment - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Alana Banks to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the 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:

Alana Banks

Library Board of Trustees

7/1/2027

DATED this 3rd day of September 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
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 September 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of September 2024

Julie Moore Wolfe, Mayor

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission, Minutes of July 9, 2024	Backup Material
Civil Service Commission, Minutes of Special Meeting on July 19, 2024	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
July 9, 2024

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Greg Spain
COMMISSIONER Amy Spry
COMMISSIONER Christina Arganbright
ACTING SECRETARY Penny Rogers

ABSENT: COMMISSIONER Tony Wilkins
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Ray called the meeting to order at 11:33 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business.

Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the June 4, 2024, regular meeting were presented. Commissioner Amy Spry moved that the June 4, 2024, regular meeting minutes be approved, seconded by Vice Chair Greg Spain and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Todd Ray voted aye. Commissioner Christina Arganbright abstained. Chair Ray declared the motion carried.

Vice Chair Greg moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Commissioner Christina Arganbright moved to return to Open Session, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

July 9, 2024

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Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Fire Fighter, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Christina Arganbright, Amy Spry, Vice Chair Greg Spain and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

- A. Authorization Request for Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Receiving and Filing of Personnel Actions – Commissioner Amy Spry moved that the appointments, department letter commendations, shift letter commendations, oral reprimand, written reprimand, suspensions, civil service status, requests for leaves, probationary resignation, and resignations be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Christina Arganbright, Amy Spry, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Other Business:

There being no other business, Vice Chair Greg Spain moved to adjourn the meeting, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the meeting adjourned at 11:59 a.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

CIVIL SERVICE COMMISSION
OPEN SESSION
SPECIAL MINUTES
July 19, 2024

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Greg Spain
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers
DIRECTOR OF HUMAN RESOURCES French Wilson

ABSENT: COMMISSIONER Amy Spry
COMMISSIONER Christina Arganbright
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Ray called the meeting to order at 11:31 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business.

Chair Ray called for Appearance of Citizens:

No citizens were present.

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Fire Fighter (Amended), Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Greg Spain and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

- A. None

Chair Ray called for Other Business:

There being no other business, Commissioner Tony Wilkins moved to adjourn the meeting, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the meeting adjourned at 11:37 a.m.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

July 19, 2024

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Respectfully Submitted,



Penny Rogers

Acting Secretary

Public Works

DATE: 8/23/2024

MEMO: 2024-119

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Public Works Director
Robert Weil, Water Production Manager
John Dodwell, Water Production Maintenance Manager

SUBJECT: Resolution Authorizing a Professional Services Agreement with Christy-Foltz, Inc. to Provide Engineering, Labor and Material to Reinstall a Section of Fish Barrier on Lake Decatur Dam

SUMMARY RECOMMENDATION: It is recommended that the City Council approve a resolution authorizing a professional services agreement with Christy-Foltz, Inc. in the amount of \$26,580 to reinstall the fish barrier located at the south end of Lake Decatur Dam.

BACKGROUND: In 2013, the design of the Lake Decatur dam was updated to include a barrier on top of the bascule gates to prevent Asian Carp, an invasive fish species, from jumping over the dam during high water events. The design includes a fail-safe system in which fiber pins will break under high-stress conditions. This protects the metal framework from bending.

The extreme cold during January 2024 caused heavy icing on the lake, which caused one of the fish barriers to break off and fall into the zone just downstream of the lake, as designed.

Christy-Foltz is the best qualified firm to accomplish this task, as they have done it before. Several calls were made, but no other firms were interested in the project.

Because the project involves no subcontracting, minimal materials, and little general labor, the contractor is unable to meet the City's minority business enterprise (MBE) goals.

LEGAL REVIEW: The form of agreement, based on the approved template, was submitted for review by Corporation Counsel on 8/23/24.

PRIOR COUNCIL ACTION: There has been no prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager, and John Dodwell, Water Production Maintenance Supervisor. The memo was written by

Robert Weil. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The repairs will be considered a lake-related capital project. There is a sufficient FY 2024 balance in the Water Capital Fund.

Staff Impact: Current approved staffing levels should be sufficient to accomplish the project.

ATTACHMENTS:

Description	Type
Resolution with Agreement Christy-Foltz, Inc.	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
CHRISTY-FOLTZ, INC., TO PROVIDE ENGINEERING, LABOR AND MATERIAL
TO REINSTALL A SECTION OF FISH BARRIER ON LAKE DECATUR DAM**

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

Section 1. That the Professional Services Agreement to provide engineering, labor and material to reinstall a section of fish barrier on Lake Decatur Dam, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Christy-Foltz, Inc., Builders., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Christy-Foltz, Inc. for a fee not to exceed \$26,580.

PRESENTED and ADOPTED this 3rd Day of September 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit A

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

Christy-Foltz, Inc, Decatur, IL

("Professional Service Provider"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. PROFESSIONAL SERVICE PROVIDER. The Professional Service Provider shall provide professional services for the City in all phases of the Project, serve as the City's professional representative for the Project as set forth herein and shall give professional consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Professional Service Provider in accordance with generally accepted standards.
- B. NOTICE TO PROCEED. The Professional Service Provider shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Professional Service Provider shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Professional Service Provider shall be the City Public Works Director or the City Public Works Director's designee as set forth in the Notice to Proceed for each phase of work.

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. SCOPE OF WORK. Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. CITY'S REQUIREMENTS. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. COMPLETION TIME. The Scope of Work shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. PREVAILING WAGES AND MINORITY PARTICIPATION GOALS. The City Code requirements for Minority Participation Goals for Public Works Contracts are in effect for all work items that require the payment of Prevailing Wages. The payment of prevailing wages is required for all construction or demolition of public works. Typical activities requiring payment of prevailing wages on this project may include crane work, repairs and painting. Professional services such as engineering design does not require the payment of prevailing wages. The minority participation goals are as follows:

1. Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and
2. Eighteen percent (18%) of the total hours worked should be performed by minority workers.

The Professional Services Provider shall provide evidence of meeting the City's minority participation goals prior to all payment made for completion of work requiring the payment of prevailing wages. If the Professional Services Provider is unable to meet the minority participation goals, a waiver request may be submitted, along with substantial evidence of a good faith effort to meet the goals. Exhibit H includes all of the required information and documentation.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards as required.
- B. FURNISH INFORMATION. Assist the Professional Service Provider by placing at the Professional Service Provider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Professional Service Provider, as required for performance of the Professional Service Provider's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Professional Service Provider may rely upon in performing the Professional Service Provider's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Except as maybe modified by the Scope of Work, Exhibit A, arrange for access to and make all provisions for the Professional Service Provider to enter upon public and private property as required for the Professional Service Provider to perform the Professional Service Provider's services.

- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Professional Service Provider, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Professional Service Provider.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Except as maybe modified by the Scope of Work, Exhibit A, provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Professional Service Provider may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE PROFESSIONAL SERVICE PROVIDER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Professional Service Provider whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Professional Service Provider's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Professional Service Provider each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Professional Service Provider shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Professional Service Provider.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Professional Service Provider in connection with this Project are public documents and, upon payment to the Professional Service Provider, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Professional Service Provider by the City on extensions of this Project or any other project without written permission of the Professional Service Provider shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Professional Service Provider from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Professional Service Provider has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Professional Service Provider's experience and qualifications, but the Professional Service Provider does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Professional Service Provider shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies shall be written on an occurrence basis.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission: Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Professional Service Provider shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Professional Service Provider's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Professional Service Provider shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. 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.

Further, it shall be an affirmative obligation upon the Professional Service Provider to advise the City's representative within two days of the cancellation or substantive change of any insurance policy set out under this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

The certificate must certify the following:

- a. Name and address of party insured.
- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.

f. Limits of liability of such policies and date of expiration of policies.

7. Types and Limits of Insurance. The Professional Service Provider shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Professional Service Provider.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Professional Service Provider is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Professional Service Provider shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional Service Provider in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Professional Service Provider agrees to abide by and comply with the City's "Equal Employment Opportunity Clause"

(attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Professional Service Provider an employee or partner of the City. The Professional Service Provider shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Professional Service Provider shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Professional Service Provider shall indemnify and save harmless the City, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by Professional Service Provider in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Professional Service Provider or its subcontractors.

The City shall indemnify and save harmless the Professional Service Provider, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Professional Service Provider and including reasonable attorney's fees incurred by the Professional Service Provider or required in any way to be paid by the Professional Service Provider, in defense thereof, and shall indemnify and save harmless the Professional Service Provider from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Professional Service Provider under the terms of the Agreement. The Professional Service Provider shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Professional Service Provider's own judgment, may be necessary for the Professional Service Provider's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

Notwithstanding anything herein to the contrary, Contractor will not be liable to the City for any consequential, indirect, incidental, or special loss or damage suffered by the City or any third party, which are in excess of the insurance coverage amounts set forth in Section IV.D.7 hereof.

- K. COPYRIGHT ASSIGNMENT. The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights.

The Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

- L. NO BID RIGGING, BID ROTATION. The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Professional Service Provider agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Professional Service Provider shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

- A. CONTRACT AMOUNT. The total contract amount shall not exceed \$26,580.00.
- B. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II on a percentage completion basis.
- C. PAYMENT FOR WORK COMPLETED
 - 1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
 - 2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Professional Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Professional Service Provider under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- D. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Professional Service Provider for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Professional Service Provider also will be reimbursed for the charges of independent professional associates and consultants employed by Professional Service Provider to render Basic Services, and paid for services rendered during that phase on the basis of Professional Service Provider's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Professional Service Provider's principals and employees engaged directly on the Project. In the event of any such termination, Professional Service Provider will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this 26 day of August, 2024

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Professional Service Provider Firm

Christy - Foltz, Inc

By: 

SCOPE OF WORK

The Scope of Work is as described in proposal dated July 30, 2024 from Christy-Foltz, Inc.

[Insert scanned images in final version.]

C H R I S T Y • F O L T Z • I N C • B U I L D E R S
740 SOUTH MAIN STREET • DECATUR • ILLINOIS • 62525
P.O. BOX 828 AREA CODE 217•428-8601

July 30, 2024

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

Attn: John Dodwell
Water Production Maintenance

Re: Fish Barrier Repair Quote

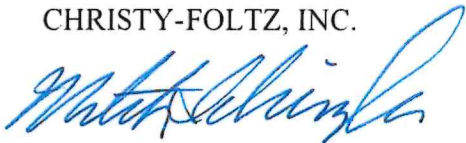
Dear John,

We propose to provide all labor, equipment, insurance and applicable taxes to repair a section of the existing fish barrier located at the top of dam for the sum of \$26,580.00. Our quote does not include any pumping of water at the dam lower basin in order to retrieve existing barriers.

Please feel free to contact our office should you have any questions.

Respectfully Submitted,

CHRISTY-FOLTZ, INC.



Mitchell S. Schinzler, P.E.
President





CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (Public Works Director) Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.	
BY: _____ (Signature) (Title)	
Dated this _____ day of _____, 20____.	

EXHIBIT C

PROJECT TIMELINE

August 1, 2024: Notice to Proceed
August 15, 2024: Submittal of shop drawings
September 1, 2024: Commence repairs
November 30, 2024: Complete repairs



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Professional _____
 Service _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____
☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 City Manager if under \$20,000, Mayor if over \$20,000
 _____ Date

Attested _____
 City Clerk
 _____ Date



CHRIFOL-01

HSCHOREY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535		CONTACT NAME: Holli Schorey PHONE (A/C, No, Ext): (217) 859-7047 E-MAIL ADDRESS: hschorey@firstmid.com FAX (A/C, No): (217) 877-0795	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Cincinnati Insurance Company	
		INSURER B: Safety National Casualty Corporation	
		INSURER C: Travelers Property & Casualty Company of America	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Christy Foltz Inc
740 S Main St
Decatur, IL 62521-2654

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X,C,U Included ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			EPP/EBA0189074	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EPP/EBA0189074	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP/EBA0189074	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AGC4067508	11/26/2023	11/26/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented Equipment			QT6609F334468TIL24	3/31/2024	3/31/2025	Limit 300,000
C	Installation Floater			QT6609F334468TIL24	3/31/2024	3/31/2025	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SAMPLE FOR PROOF OF COVERAGE

CERTIFICATE HOLDER Christy Foltz, Inc. 740 S Main St Decatur, IL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Exhibit G

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Illinois)
) ss.
COUNTY OF Macon)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Christy-Foltz, Inc. (Hereinafter "Professional Service Provider") is a:

(Place mark in front of appropriate type of business)

- ☒ Corporation (if a Corporation, complete B)
- ☐ Partnership (if a Partnership, complete C)
- ☐ Limited Liability Corporation (if an LLC, complete C)
- ☐ Individual Proprietorship (if an Individual, complete D)

Professional Service Provider's Federal Tax Identification Number is 370842603.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
Christy-Foltz, Inc.	Company Address, Principal Office	
Name		
740 South Main	City, State, Zip	
Address		
Decatur, IL 62521	Telephone	Facsimile
City, State, Zip		
217-428-8601	Website	
Telephone		

The corporate officers are as follows:

President: Mitchell Schinzler

Vice President: Larry Bafford

Secretary: Kimberly Kenney

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Home Address & Telephone
------	--------------------------

Name	Home Address & Telephone
------	--------------------------

Name	Home Address & Telephone
------	--------------------------

The business address is

Telephone: Fax:

D. INDIVIDUAL PROPRIETORSHIP

The business address is

Telephone: Fax:

My home address is

Telephone: Fax: ☐ CheckBox1 _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Professional Service Provider except as listed on a separate attached sheet to this affidavit.

Check One:

☐ Others Interested in Contract ☒ None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Professional Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Professional Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Professional Service Provider is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Professional Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Professional Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

PROFESSIONAL SERVICE PROVIDER


Signature

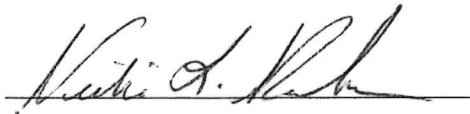
Mitch Schinzler

Printed Name

President

Title

SUBSCRIBED and SWORN to before me this 26th day of August, 2024.



Notary Public

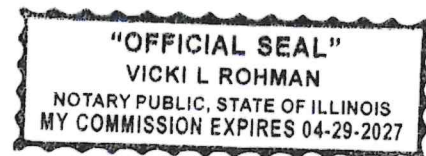


EXHIBIT H: MINORITY BUSINESS REQUIREMENTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

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

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

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

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:

1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**

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

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation, will be provided reporting through forms submitted monthly to the City of Decatur.

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE

CHAPTER 28, ARTICLE 10

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and

intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

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

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

- iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Professional Service Provider Name
& Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Professional Service
Provider's Signature:

Title:



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:	08/23/2024	Project Title:	Lake Decatur Dam Fish Barrier Reinstallation
		Project Number:	n/a

Prime Contractor: Christy-Foltz, Inc.

Address: 740 S. Main Street
Decatur, IL 62525

Phone: 217-428-8601

Contact Person: Michell Schinzler

Email: mitchs@christy-foltz.com

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

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

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


Signature of Prime Contractor

8/26/24
Date

FOR OFFICIAL USE ONLY

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

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

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

REVIEWED BY:

Public Works Director

Date

Public Works

DATE: 8/26/2024

MEMO: 2024-104

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT:

Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Pond Improvements with Angela Kay Norman

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing a Lake Decatur Watershed Farmland Conservation Program Agreement between the City of Decatur and Angela Kay Norman for the construction of a pond to control nutrients, sediment and erosion for a not to exceed cost to the City of \$35,695. This amount represents 90% of the total project cost of \$32,450 with a 10% contingency. The remainder of \$3,245 will be paid by the property owner.

BACKGROUND:

The City's 2021 Watershed Management Plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. City staff manages the watershed conservation efforts in-house with the assistance of Northwater Consulting, the City's Watershed Management Plan consultant.

The pond is to be constructed on private land and is expected to result in these reductions over the 25-year life of the project:

Nitrogen	6,050 pounds
Phosphorus	975 pounds
Sediment	1,850 tons

LEGAL REVIEW: The agreement form was approved by the Legal Department on September 21, 2022.

PRIOR COUNCIL ACTION:

1. **September 25, 2023** – Study session in which the Mayor and City Council received a briefing on the watershed protection program.

2. **January 11, 2024** – Council reaffirmed Priority Goal #6, **Collaborate with others in ensuring integrated and wholistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur.** Key Implementation Strategy #2 for this goal was also reaffirmed: **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 watershed protection.**

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

INPUT FROM OTHER SOURCES:

The project was designed by Martin Engineering Company in Springfield, Illinois.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager, Jennifer Gunter, Watershed and Lake Manager. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item. This memorandum was written by Jennifer Gunter, Watershed and Lake Manager.

ATTACHMENTS:

Description	Type
2024-104 Resolution with Agreement Angela Kay Norman	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED FARMLAND
CONSERVATION PROGRAM AGREEMENT FOR POND IMPROVEMENTS
WITH ANGELA KAY NORMAN**

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

Section 1. That the Lake Decatur Watershed Farmland Conservation Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Angela Kay Norman, 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 Angela Kay Norman, for a cost not to exceed \$35,695.

PRESENTED and ADOPTED this 3rd day of September 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, 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 Angela Kay Norman, 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 Piatt, County, Illinois more particularly described as

LEGAL DESCRIPTION

That part of the Southwest 1/4, of Section 31, Township 18 North, Range 5 East of the Third Principal Meridian, Piatt County Illinois, described as follows: Beginning at the Northwest corner of the Southwest 1/4, of said Section 31; thence S 88 degrees 07' 50" E-447.91 feet; thence S 0 degrees 00' 00" E-296.71 feet; thence S 5 degrees 15' 58" W-237.91 feet; thence S 17 degrees 01' 10" W – 70.80 feet; thence S 34 degrees 32' 45" W – 398.03 feet; thence S 48 degrees 34' 30" W – 195.53 feet, thence S 0 degrees 08' 56" E -605.37 feet to a point on the North line of the South 59.34 acres of the Southwest 1/4, of said Section 31; thence N 89 degrees 46' 14" W -30.00 feet along said North line to a point on the West line of the Southwest 1/4, of said Section 31; thence N 0 degrees 08' 56" W – of beginning, containing 9.04 acres, more or less. 1678.40 feet along said West line to the point

PIN: 08-31-18-005-003-11

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 a portion of monies received as set forth in Exhibit 4 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, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its 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:

Angela Kay Norman
1240 N. 350 East Road
Monticello, IL 61856

CITY:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
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

Angela Kay Norman

PRINTED NAME OF OWNER

By: _____

By: Angela Kay Norman

Date: _____

Date: 8-16-2024

HORN POND

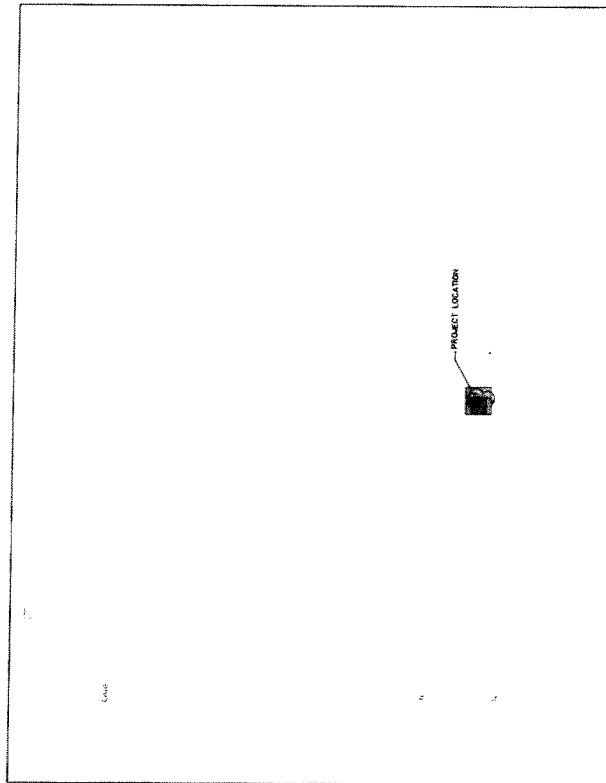
CONSTRUCTION PLANS

SECTION 31, TOWNSHIP 18N, RANGE 5E

PIATT COUNTY, ILLINOIS

SPECIFICATIONS.
 SPECIFICATIONS SHALL BE THOSE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" LATEST EDITION, AND THE
 SUPPLEMENTARY SPECIFICATIONS AND RECORDING SPECIAL PROVISIONS ADOPTED JANUARY 1, 2024.
WATER AND SEWER SPECIFICATIONS.
 WATER MAIN AND SEWER MAIN SPECIFICATIONS SHALL BE THOSE OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" LATEST EDITION, AND THE
 SUPPLEMENTARY SPECIFICATIONS AND RECORDING SPECIAL PROVISIONS ADOPTED JANUARY 1, 2024.
EROSION CONTROL SPECIFICATIONS.
 SPECIFICATIONS SHALL BE THOSE OF THE 2010 ILLINOIS URBAN MANUAL.

- INDEX OF SHEETS**
- C0 COVER SHEET
 - C1 SITE PLAN
 - C2 PROFILES
 - C3 FLANGED METAL PIPE AND ANTI-SEEP COLLAR DETAIL



▲ N ▲

SUMMARY OF QUANTITIES			
ITEM	DESCRIPTION	UNIT	QUANTITY
1.00	EXCAVATION (CUT)	CY	7540
1.01	EXCAVATION (FILL)	CY	2370
1.02	STORM SEWER PIPES FOR HOMESTE	LF	5170
1.03	STORM SEWER CONSTRUCTION	LF	765
1.04	ALUMINUM POND OUTLET STRUCTURE	EACH	1
1.05	PERFORATED	SY	11
1.06	4 oz. NON-WOVEN GEOTEXTILE FABRIC	SY	16

LOCATION MAP
 1" = 2,000'



TYLER WALKER
 PROFESSIONAL ENGINEER
 DATE SIGNED: _____
 LICENSE EXP. DATE: _____

ENGINEER & LAND SURVEYOR
 MARTIN ENGINEERING COMPANY
 1011 W. MONROE STREET, SUITE 100
 SPRINGFIELD, ILLINOIS 62702
 CONTACT: TYLER WALKER (217) 698-8800
 TWALKER@MARTINENGINEERINGCO.COM

MARTIN ENGINEERING COMPANY
 CONSULTING ENGINEERS AND SURVEYORS
 1011 W. MONROE STREET, SUITE 100
 SPRINGFIELD, ILLINOIS 62702
 PHONE: (217) 698-8800 FAX: (217) 698-8822 EMAIL: mced@martinengineeringco.com

FOR CITY REVIEW : DATE 07/09/2024

6: V:\PROJECTS\18N-05E\18N-05E.DWG

Drawn	7/5/24	Approved	
Checked		Designed	T. WALKER
			M. QUINNONES
	4/1/16		

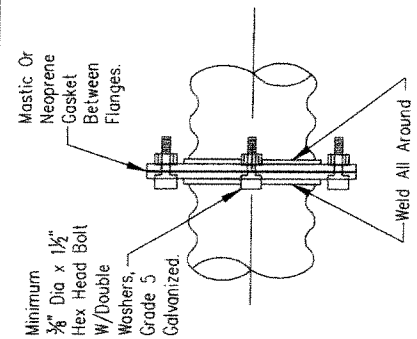
FLANGED METAL PIPE AND ANTI-SEEP COLLAR DETAIL



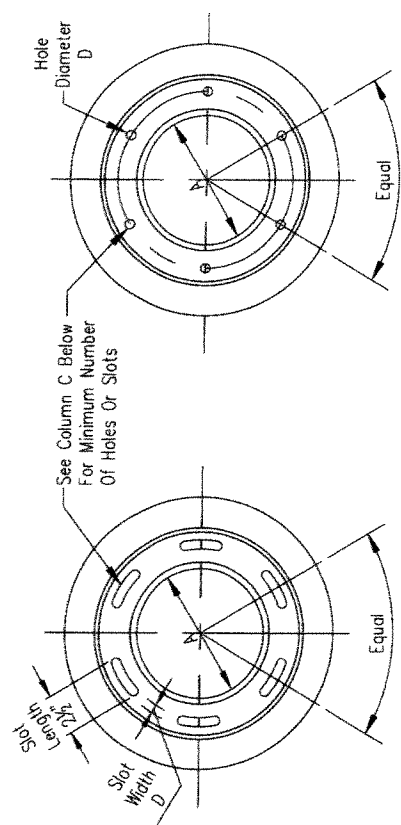
United States
Department of
Agriculture
Natural Resources
Conservation Service

File No. IL ENG-185
Drawing Set
Page 1 of 1
Sheet C3

- NOTES:
1. Flange and anti-seep collar must be made of a compatible material to the pipe.
 2. Welds must be made with material compatible with the pipe, flange, and anti-seep collar.
 3. Anti-Seep collar may have holes or slots and be installed between the flanges with mastic or neoprene gasket on each side of collar. Anti-seep collar may also be welded directly to pipe.
 4. All welds must be watertight.
 5. Size slot width or hole diameter D to fit bolt diameter.
 6. Install bolts with washers and nuts in each slot/hole.

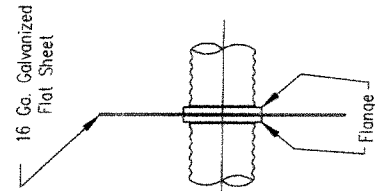
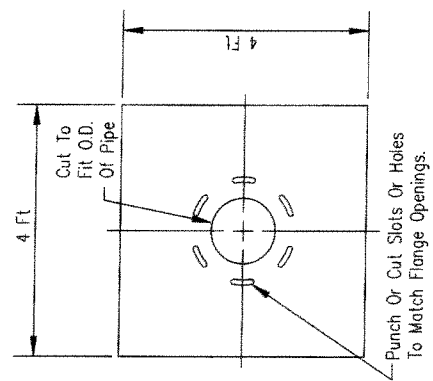


INSTALLATION DETAIL



FLANGE DETAIL W/HOLES

SLOTTED FLANGE DETAIL



ANTI-SEEP COLLAR DETAILS

FLANGE DETAILS		
A (Pipe Dia.)	C (Min. No. Of Slots Or Holes)	Flange Size
8"	6 @ 5 1/8 CC	12 gage
12"	8 @ 5 1/8 CC	12 gage
15"	6 @ 6 1/8 CC	1 1/2 x 1 1/2 x 1/8
18"	8 @ 7 1/8 CC	1 1/2 x 1 1/2 x 1/8
24"	12 @ 6 1/8 CC	2 x 2 x 3/8
30"	12 @ 8 1/8 CC	2 x 2 x 3/8
36"	16 @ 7 1/8 CC	2 x 2 x 1/4
42"	18 @ 7 1/8 CC	2 x 2 x 1/4
48"	20 @ 7 1/8 CC	2 x 2 x 1/4
54"	20 @ 9 1/2 CC	2 x 2 x 1/4
60"	21 @ 9 1/8 CC	2 x 2 x 1/4

Lake Decatur Watershed
Protection Program Agreement
Project Expenses and Reimbursement Schedule

Owner Name: Angela Kay NormanApplication Number: LD24-07

Name and Address of Contractor	Bid Price
Mike Scott Excavating 12045 Jordon Road Cisco IL 61830 217-972-0905	\$38,000.00 (Lowest Bid \$32,450.00) Landowner Difference: \$5,550.00

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 10% contingency has been added for minor change orders.

$\$ \underline{32,450.00} + \$ \underline{3,245.00} = \$ \underline{35,695.00}$
 Lowest Bid Price 10% Contingency Reimbursable Project Portion Not to Exceed

Owner Reimbursement: $\$ \underline{35,695.00} \times 90\% = \$ \underline{32,125.50}$
 Maximum Reimbursable Portion Maximum City Reimbursement to Owner

MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that Angela Kay Norman OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into a 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 Piatt County, Illinois, to-wit:

LEGAL DESCRIPTION

That part of the Southwest 1/4, of Section 31, Township 18 North, Range 5 East of the Third Principal Meridian, Piatt County Illinois, described as follows: Beginning at the Northwest corner of the Southwest 1/4, of said Section 31; thence S 88 degrees 07' 50" E-447.91 feet; thence S 0 degrees 00' 00" E-296.71 feet; thence S 5 degrees 15' 58" W-237.91 feet; thence S 17 degrees 01' 10" W – 70.80 feet; thence S 34 degrees 32' 45" W – 398.03 feet; thence S 48 degrees 34' 30" W – 195.53 feet, thence S 0 degrees 08' 56" E -605.37 feet to a point on the North line of the South 59.34 acres of the Southwest 1/4, of said Section 31; thence N 89 degrees 46' 14" W -30.00 feet along said North line to a point on the West line of the Southwest 1/4, of said Section 31; thence N 0 degrees 08' 56" W – of beginning, containing 9.04 acres, more or less. 1678.40 feet along said West line to the point

PIN: 08-31-18-005-003-11

Situated in Piatt County,

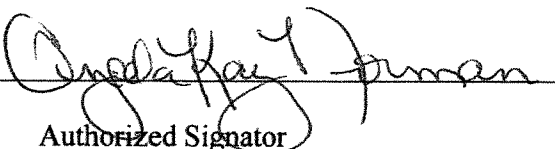
Illinois. ("Property"),

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:

Tim Gleason, City Manager

LAKE DECATUR WATERSHED

**DEPRECIATION SCHEDULE OF OWNER REIMBURSEMENT TO THE CITY FOR
UNAUTHORIZED REMOVAL OR FAILURE TO MAINTAIN**

Owner Name: Angela Kay NormanApplication Number: LD24-07

\$ 35,695.00
Total Project Cost

\$ 32,125.50
Maximum City Reimbursement to Owner

YEAR	AMOUNT OF REIMBURSEMENT DUE
2025	\$ 32,125.50
2026	\$ 30,840.48
2027	\$ 29,555.46
2028	\$ 28,270.44
2029	\$ 26,985.42
2030	\$ 25,700.40
2031	\$ 24,415.38
2032	\$ 23,130.36
2033	\$ 21,845.34
2034	\$ 20,560.32
2035	\$ 19,275.30
2036	\$ 17,990.28
2037	\$ 16,705.26
2038	\$ 15,420.24
2039	\$ 14,135.22
2040	\$ 12,850.20
2041	\$ 11,565.18
2042	\$ 10,280.16
2043	\$ 8,995.14
2044	\$ 7,710.12
2045	\$ 6,425.10
2046	\$ 5,140.08
2047	\$ 3,855.06
2048	\$ 2,570.04
2049	\$ 1,285.02
2050	\$ -

Public Works

DATE: 8/22/2024

MEMO: 2024-122

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2940 Lakeland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2940 Lakeland Road be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2940 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2940 LAKELAND ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Teresa L. Goller, requesting that there be annexed to the City territory described as:

LOT TWENTY-TWO (22) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-005

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Teresa L. Goller

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2940 Lakeland Road, and legally described as follows:

LOT TWENTY-TWO (22) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-128-005

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

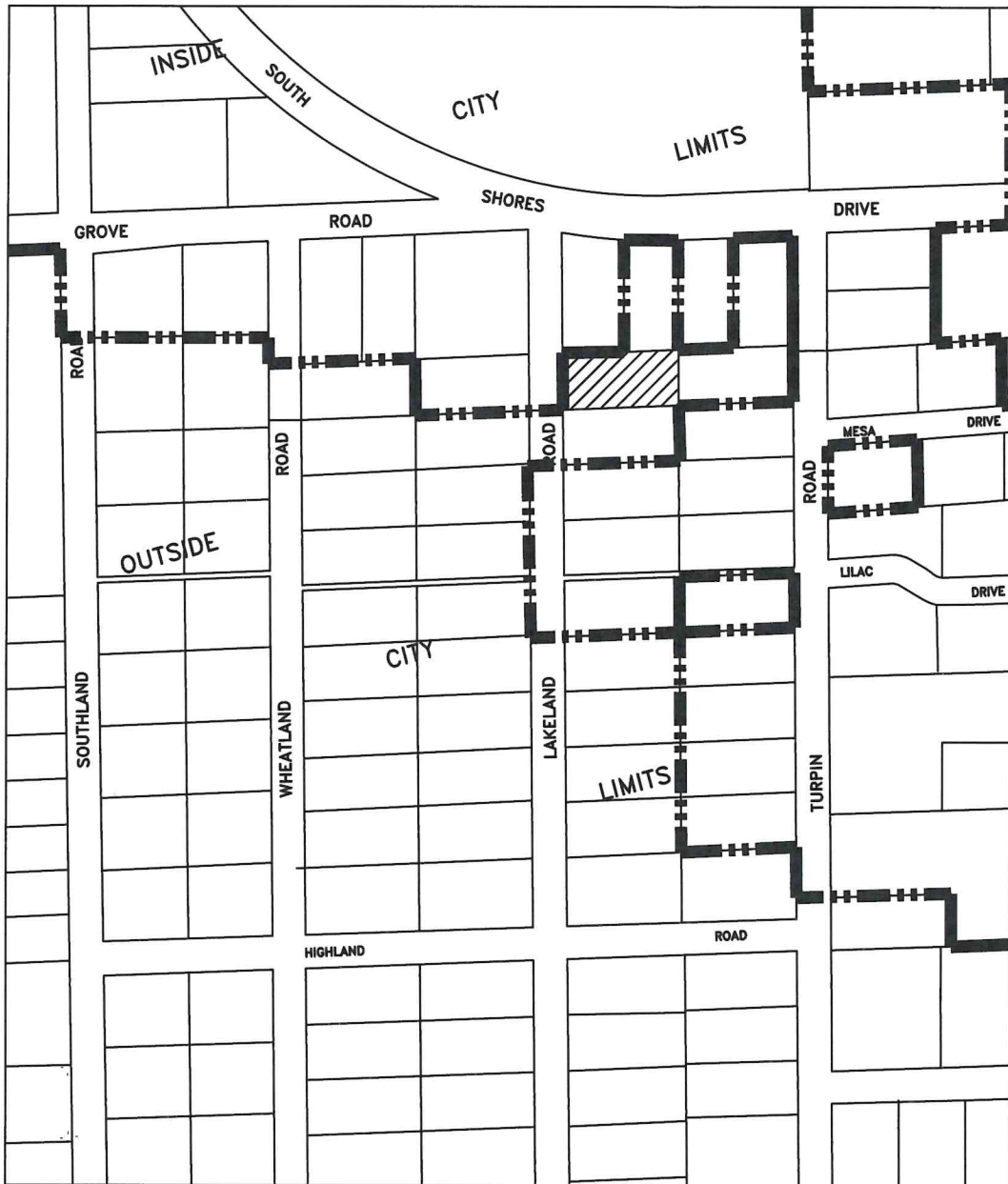
Teresa Goller Teresa Goller 2940 Lakeland Rd, Decatur, IL
62521

Edward Goller is in hospice care and will pass away soon. Therefore there will be no signature from Edward
Signed and sworn to before me this 12 day of August, 2024
By 8/12/24

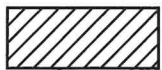
Andrew Ciaccio
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2940 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works / DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 107 of 165

Public Works

DATE: 8/22/2024

MEMO: 2024-123

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2977 Lakeland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2977 Lakeland Road be approved.

BACKGROUND:

The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2977 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2977 LAKELAND ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Evelyn L. Hannon, requesting that there be annexed to the City territory described as:

LOT FIVE (5) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. (COMMONLY KNOWN AS 2977 LAKELAND ROAD, DECATUR, ILLINOIS.)

PIN# 17-12-36-127-017

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Evelyn L Hannon

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2977 Lakeland Road, and legally described as follows:

LOT FIVE (5) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
(COMMONLY KNOWN AS 2977 LAKELAND ROAD, DECATUR, ILLINOIS.)

PIN # 17-12-36-127-017

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Evelyn L Hannon

Evelyn L Hannon

2977 Lakeland Rd

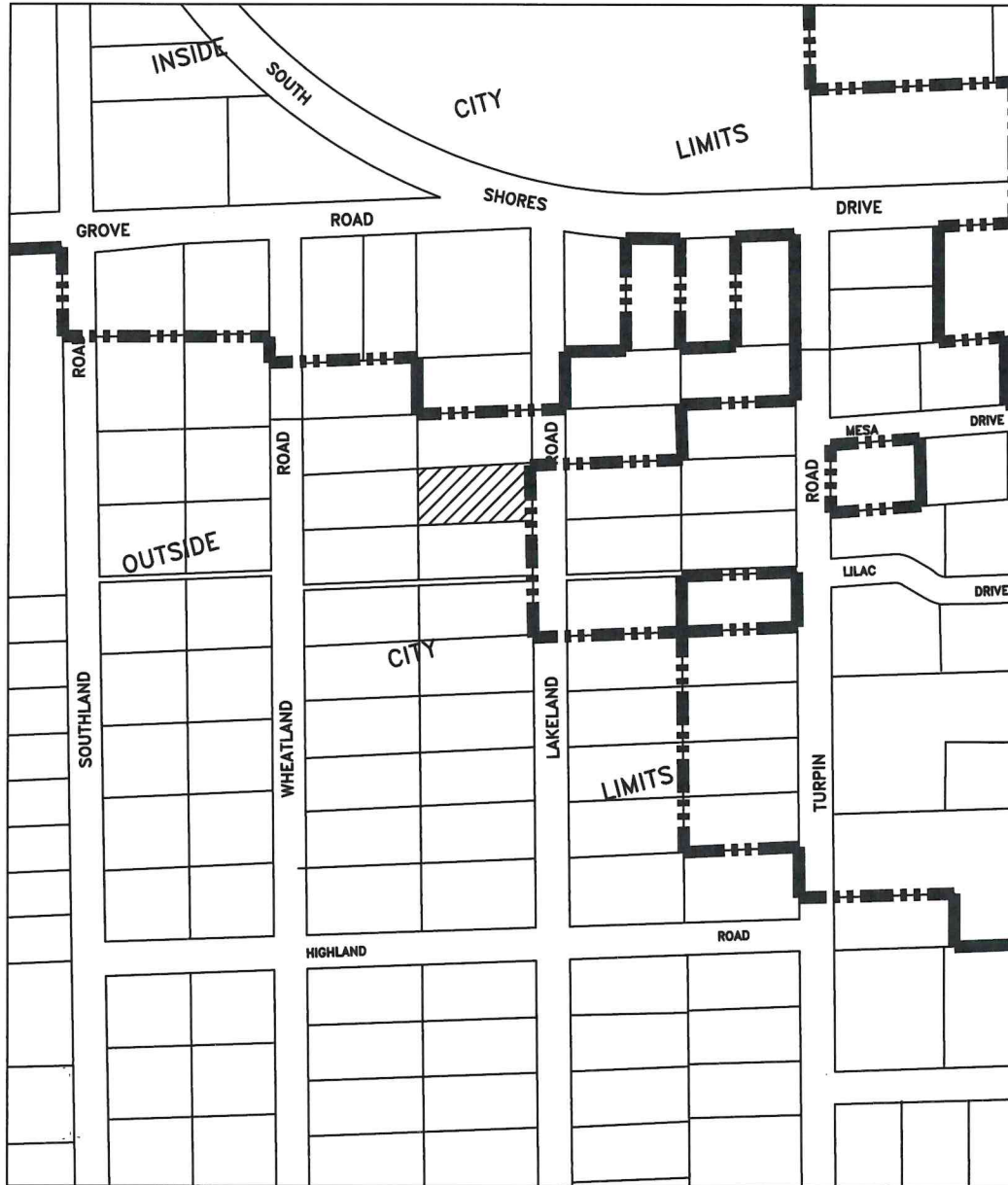
Signed and sworn to before me this 12th day of August, 2024

Tara R. Bachstein

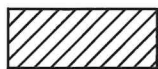
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2977 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works, DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

ORDINANCE NO: _____

DATE: _____ Page 112 of 165

Public Works

DATE: 8/22/2024

MEMO: 2024-124

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –3040 Lakeland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3040 Lakeland Road be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3040 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3040 LAKELAND ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Robert L. Willenborg, as Executor of the Estate of Teresa P. Willenborg and Jeremy A. Ragan, requesting that there be annexed to the City territory described as:

LOT SIXTEEN (16) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-011

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Jeremy A. Ragan

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3040 Lakeland Road, and legally described as follows:

LOT SIXTEEN (16) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-128-011

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>Robert L Willenborg</u>	<u>EXECUTOR of the Estate of</u>	
<u>Terese P Willenborg</u>	<u>Robert L Willenborg</u>	
<u>Jeremy A. Ragan</u>	<u>Jeremy A. Ragan</u>	<u>3040 Lakeland Rd</u>

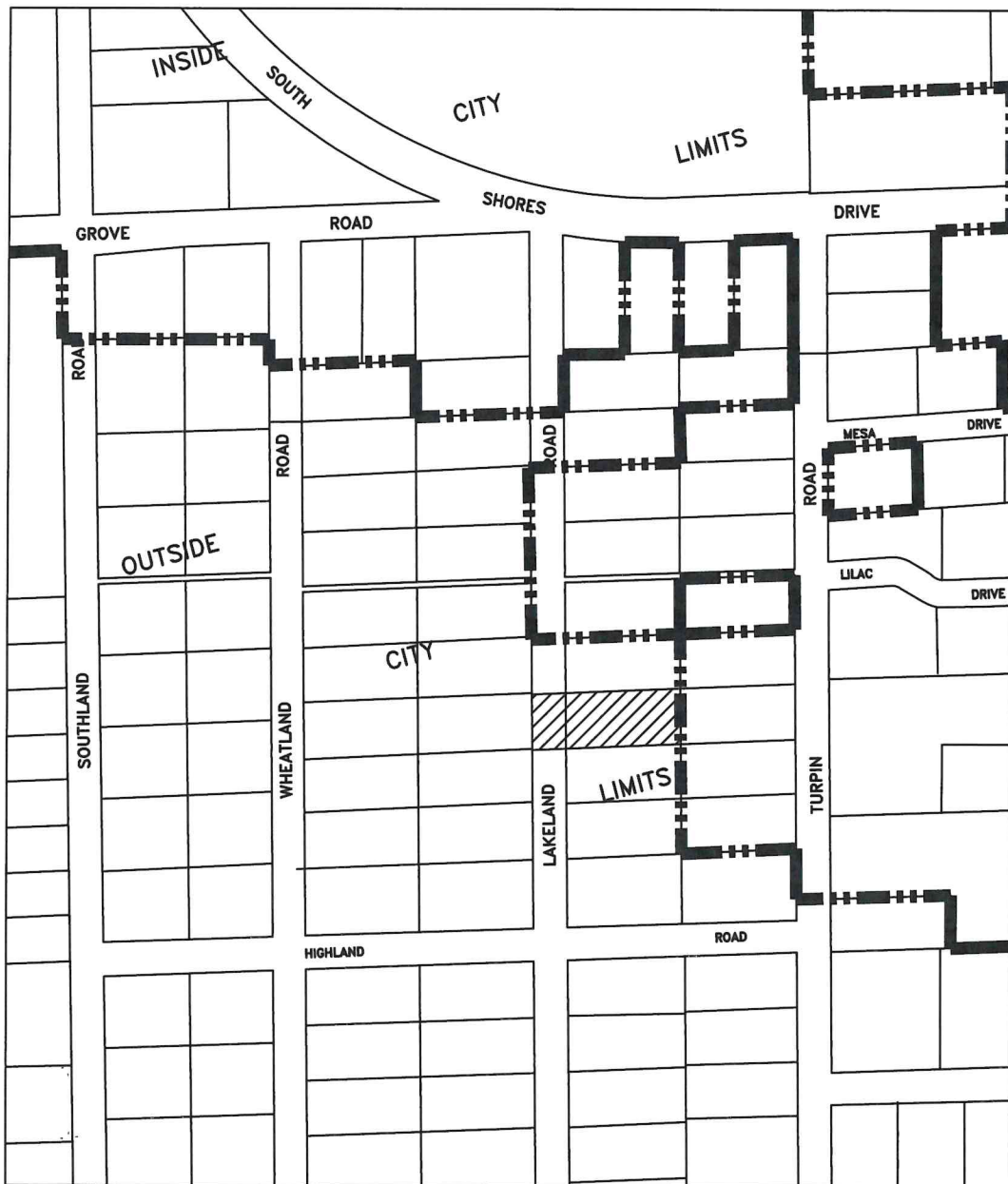
Signed and sworn to before me this 14th day of August, 2024

Tara R. Bachstein

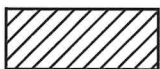
Notary Public



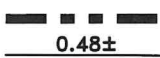
(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3040 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DATE: _____ Page 117 of 165

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Public Works

DATE: 8/23/2024

MEMO: 2024-121

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Resolution Approving a Water Service Agreement with the Village of Forsyth

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Water Services Agreement between the City of Decatur and the Village of Forsyth.

BACKGROUND:

It is common practice in the water utility industry to have mutually beneficial agreements between adjacent utilities to supply water during emergencies or other unique situations. On October 31, 2021, Forsyth had a major problem that disrupted their water supply for 3 days. Over this time the City allowed them to connect to the City's water supply through a couple of adjacent fire hydrants. Since then, we have periodically discussed putting into place a mutually beneficial water service agreement to provide a possible water supply backup for both communities.

The City has two water mains that extend across I-72, one at Oakland and one at MacArthur extended, both of which are west of Rt.51 (See the attached map). The portion of the City east of Rt.51 is served from the west side by a water main in Hickory Point Road. The single source of water adds an element of risk to the City water service in the area. Having an agreement with Forsyth will reduce that risk and provide a benefit to both communities.

The Forsyth Village Board approved the agreement on August 6, 2024.

LEGAL REVIEW: The proposed Agreement was approved by the Legal Department on August 23, 2024.

SCHEDULE: The agreement will be effective for a period of 5 years.

PRIOR COUNCIL ACTION:

The City Council has approved water agreements with Mt. Zion, Harristown and Long Creek. There has not been prior Council action on an agreement with Forsyth.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Village of Forsyth

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager and Randy Miller, Water Services Manager. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

It will be necessary to design and construct a permanent interconnection with Forsyth. It is estimated that the total cost will be between \$300,000-\$500,000 jointly shared by the City and the Village.

ATTACHMENTS:

Description	Type
Resolution Approving a Water Service Agreement with the Village of Forsyth	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION APPROVING A WATER SERVICES AGREEMENT WITH THE
VILLAGE OF FORYTH**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit 1, and made a part hereof, between the City of Decatur and the Village of Forsyth to secure a supply of treated water be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 3rd day of September 2024.

JULIE MOORE WOLFE
MAYOR

ATTEST:

CITY CLERK

RESOLUTION NUMBER 6-2024

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF DECATUR FOR THE SUPPLY OF TREATED WATER

WHEREAS, the Village of Forsyth ("Village"), Macon County, State of Illinois, is a duly organized and existing municipality operating under and pursuant to the Illinois Municipal Code; and

WHEREAS, the City of Decatur ("City"), Macon County, State of Illinois, is a duly organized and existing municipality operating under and pursuant to the Illinois Municipal Code; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Village and the City desire to enter into an agreement for the provision of a water sharing agreement on the terms and conditions found in the proposed intergovernmental agreement attached hereto as **Exhibit A**; and,

WHEREAS, the Mayor and Village Board of Trustees have determined it to be in the best interest of the Village to enter into the Agreement attached hereto.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Forsyth, Macon County, Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2: Approval of Agreement. The Village Board of Trustees hereby approves the intergovernmental Agreement attached hereto as **Exhibit A** and authorizes

the Village President or his designee and the Village Clerk to execute the Agreement and any such necessary accompanying documents to satisfy the terms therein.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

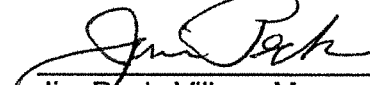
SECTION 4: All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

SO RESOLVED this 6th day of August, 2024, at Forsyth, Macon County, Illinois.

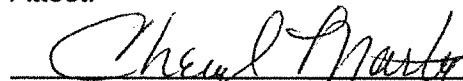
	YES	NO	ABSENT	PRESENT
GRUENEWALD	X			X
JOHNSON	X			X
LONDON	X			X
SHAW	X			X
WENDT	X			X
YOUNG	X			X
PECK				X
TOTAL	6			7

VILLAGE OF FORSYTH



Jim Peck, Village Mayor

Attest:



Cheryl Marty, Village Clerk

EXHIBIT A
Agreement

EXHIBIT 1
AGREEMENT

WHEREAS, the Village of Forsyth ("Village") owns and operates a water works system; and,

WHEREAS, the City of Decatur, Illinois, ("City") owns and operates a water works system; and,

WHEREAS, both parties desire to enter into an Agreement to secure a supply of treated water from the system of either party during episodes occasioned by a temporary failure of either party's water works system or some part thereof, and to define the adjacent water service boundaries of both parties.

For and in consideration of the promises and covenants respectively to be performed by the parties hereto, it is agreed by and between the Village of Forsyth, and the City of Decatur, Illinois, as follows:

1. That the term of this Agreement will be for a period of five (5) years commencing _____ 2024.
2. That any extension or modification of either party's water systems shall be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency for similar construction.
3. That no connection to either party's system for a water service or otherwise shall be made except by a plumber licensed by the State of Illinois or by the respective party's employees.
4. That both parties shall not furnish water service through their systems to any premises unless said premises are served by and connected with a properly installed and

operating sanitary waste disposal facility which may include a properly operating and installed septic tank system conforming with the specifications, standards and regulations of the State of Illinois regarding such systems.

5. (a) That during the term of this Agreement both parties shall be capable of furnishing potable water from their respective water works systems to the other party via one or more water main interconnections, the costs for which are to be divided equally unless decided otherwise by mutual agreement. Water main interconnection(s) quantity of water, location, design, metering, telemetry, operations and maintenance procedures and funding shall be mutually agreed upon by both parties in writing prior to construction and be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency for similar construction. The quantity of water to be so furnished shall be calculated monthly, whether the same is delivered at one or more points of delivery, and the same shall be delivered by both parties at a pressure of not less than 40 pounds static; subject, however, to the provisions of Sections 9 and 12 hereof.

(b) The Village shall notify the City's Water Production Office by telephone (217-424-2831) not later than one (1) hour after any potable water treated by the City is placed into the Village's distribution system, and shall briefly explain such placement and use at such time.

(c) The City shall notify the Village's Public Works Department by telephone (217-877-1653) not later than one (1) hour after any potable water treated by the Village is placed into the City's distribution system, and shall briefly explain such placement and use at such time.

6. That at said watermain interconnection(s) the Village and the City shall furnish and install metering and regulating devices meeting the standards and specifications of

the Village and the City and be made accessible to both parties for reading and inspection. Said metering and regulating devices shall be sealed against tampering or unauthorized adjustment and shall be tested by the Village or the City, at the expense of the testing party, as necessary to assure ongoing accuracy of the system.. The City reserves the right to install telemetry recording devices to said metering with the City being responsible for all installation and maintenance expenses.

7. The quantity of water furnished by either party shall be determined monthly at such time during the month as shall be determined by each party. Within a reasonable time after the quantity of water furnished is determined, the supplying party shall bill the receiving party shall pay said bill on or before the 14th day following the day on which the receiving party is billed. The amounts charged the party receiving water shall be determined by the application of the provisions of general ordinance from time to time passed by the Council or board of the supplying party, which said amounts shall not exceed two (2) times the water charges for commercial monthly services situated within the corporate limits of the Village or the City plus applicable service charges.

8. In the event that the receiving party shall fail to pay the supplying party for water furnished on or before the 14th day on which the receiving party is billed, a penalty of five percent (5%) for each period of thirty (30) days or part thereof that the amount of such bill remains due and unpaid shall be added to the amount thereof and shall be paid by the receiving party.

9. In the event that restrictions upon the use of water, whether as to amount or type of use or otherwise, are established by the Village or the City for the use of water furnished from their respective water systems during any period, the

receiving party shall establish and enforce the same restrictions in a like manner for water furnished from the receiving system during said period.

10. The Village or City may terminate the furnishing of water for nonpayment of water charges. Except for nonpayment of water charges, and except as may be otherwise provided by applicable law, termination shall not be available as a remedy to enforce the provisions of this Agreement, but the parties hereto may resort to action for damages or other appropriate relief to enforce the same or to correct, or obtain restitution for injury occasioned by, violation of the provisions hereof. In the event a violation is claimed, the claiming party shall give notice in writing thereof to the other party, which party shall be given a reasonable time in light of the nature of the violation claimed to correct the same, which time shall be no less than ten (10) days from the date of notice. Provided, however, that any violation resultant upon a cause majeure shall not subject either party to liability hereunder.

11. That the provisions of this Agreement are expressly made subject to the provisions and covenants of any currently outstanding water revenue bond issues or State Revolving Loan terms of either party, and the provisions hereof shall be so construed as to be compatible with and to conform thereto.

12. In the event that the furnishing of water to either party is interrupted or interfered with or infringed upon for whatever reason or by whatever cause, except the negligence of the agents or employees of either party, both parties do hereby release and shall indemnify and hold harmless, the other party from any and all liability or responsibility for the same.

13. Except as expressly provided in Section 5. hereof, all other notices in

connection with this Agreement shall be given when mailed by certified mail, postage prepaid, on the Village to Village Administrator, 301 South Route 51, Forsyth, IL 62535, and on the City to City Manager, City of Decatur, #1 Gary K. Anderson Plaza, Decatur, IL 62523-1196, with a copy to the Corporation Counsel, and the Director of Public Works, at the same address.

Signed, sealed and attested on behalf of the Village of Forsyth, as authorized and directed by the Village Board thereof, by its Mayor and Village Clerk this 6th day of August, 2024.

VILLAGE OF FORSYTH,

By Jim Peck
JIM PECK, MAYOR

ATTEST:

Cheryl Mandy
VILLAGE CLERK

Signed, sealed and attested on behalf of the City of Decatur, Illinois, as authorized and directed by the Council thereof, by its Mayor and City Clerk this ____ day of _____, 2024.

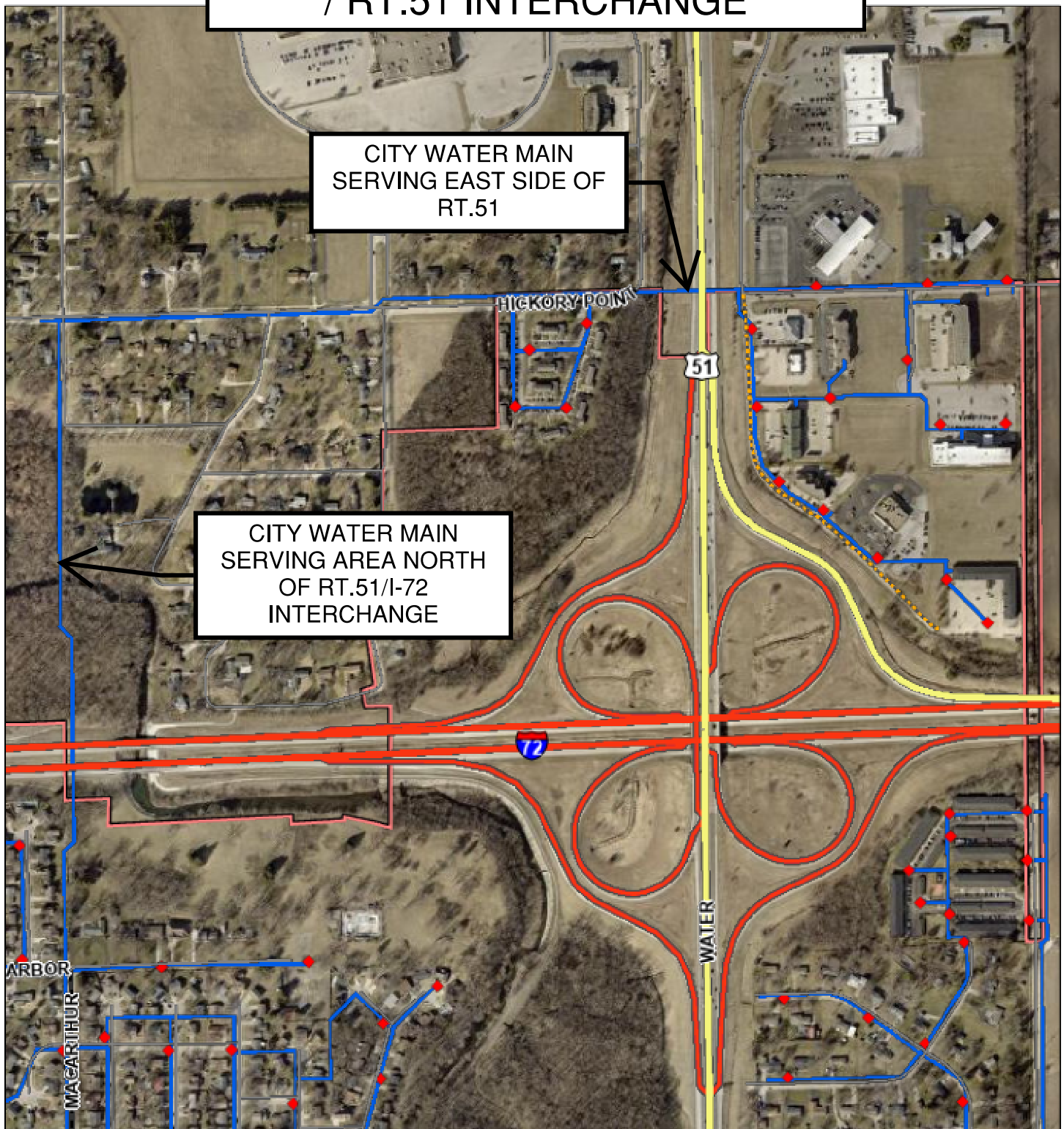
CITY OF DECATUR, ILLINOIS,

By _____
JULIE MOORE WOLFE, MAYOR

ATTEST:

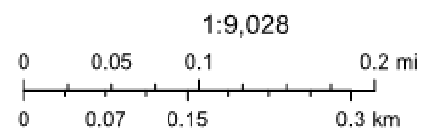
CITY CLERK

CITY WATER NORTH OF THE I-72 / RT.51 INTERCHANGE



8/23/2024, 9:17:27 AM

Road Classifications	Residential	<all other values>
Interstate	Roads (small scale)	Water Main
Interstate Ramp	Interstate Highway	Fire Hydrants
Freeways and Expressways	State Route or U.S. Highway	Decatur City Limits AGO
Arterials	Arterial	
Collectors	Residential	



City Clerk

DATE: 8/26/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Matt Newell, Public Works Director
Robert Weil, Water Production Manager

SUBJECT: Resolution Rescinding R2024-282 and Authorizing a Real Estate Sales Agreement for Properties between Vulcan Lands Inc., and Vulcan Construction Materials, LLC, and the City of Decatur

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Contract	Backup Material
Vulcan Properties Backup Materials	Backup Material

COUNCIL MEMORANDUM

DATE: September 3, 2024

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director
Robert Weil, P.E., Water Production Manager

SUBJECT: Resolution Rescinding and Authorizing a Real Estate Sales Agreement for Properties Between Vulcan Lands Inc. And Vulcan Construction Materials, LLC, and the City Of Decatur

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution rescinding the previous resolution and re-authorizing the Mayor or City Manager to sign a property acquisition agreement with Vulcan Materials Corporation for two former sand and gravel pit sites: 1) a 473-acre site near Harristown, and 2) an 11.7-acre site in Decatur near the City's lime residual lagoons. **The only thing that has changed is that the acquisition cost has increased from the previously approved \$6.35M to \$6.5M.** The resolution, agreement and a location map are attached, along with other backup materials.

PRIOR COUNCIL ACTIONS:

- **October 15, 2018** – Council approved a professional services agreement with Intera Geoscience and Engineering Solutions in the amount of \$277,324 for an Additional Water Supplies Study. The report was completed and distributed to the Council in 2019.
- **September 25, 2023** – Study session in which the Mayor and City Council were briefed on options to increase the City's water portfolio by 8 – 12 MGD to support economic growth.
- **January 11, 2024** – Council renewed its priority goal related to the water system, "Collaborate with others in ensuring integrated and wholistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur."

BACKGROUND:

The droughts of 1988 and 2012 were difficult for the City of Decatur. As a result, Mayor and Council have long placed a high priority on drought resiliency including alternatives to Lake Decatur as the sole water supply for the residents of Decatur and our wholesale customers and emergency connections. The 2019 report by Intera Corporation on alternative water sources has been instrumental in guiding the pursuit and development of drought resiliency, and this site acquisition was contemplated in that report.

Intera recommended a series of projects to fill an estimated 3,100-million-gallon (MG) gap in water supplies during the design drought. The executive summary from that report is provided as

an attachment. Many of the report recommendations have already been implemented or will be completed in the near future.

One exception to the steady progress on drought resiliency projects has been the planned acquisition of a former sand and gravel pit named Lake Charlie Rhodes (Alternatives 4A/4B in the report.) It was estimated to provide up to 900 MG of drought supply (29% of the gap). The reason for slow progress on acquisition of this site has been caution regarding the potential effect of an adjacent landfill on water quality, particularly as water quality regulations become more stringent over time.

The report identified the Harristown Vulcan Pit (Alternative 7) as a preferred alternative if Lake Charlie Rhodes proved to be infeasible. At the time, the Harristown Vulcan Pit was an active sand and gravel operation, which affected its ranking as an alternative. However, in November 2023, Vulcan Materials Company closed their Harristown operation and approached the City regarding potential acquisition.

The Harristown Vulcan Pit is an excellent alternative for increasing and diversifying the City's water portfolio. The Intera report estimated that this site could provide a drought supply of 3,000 MG (97% of the gap), and this estimate may be low.

The site consists of two large ponds created by the extraction of sand and gravel deposits. The southern pond is of most interest, although the northern pond also has value. The southern pond alone has a surface area of about 82 acres and a depth of about 30 feet, which is equal to 801 MG of storage capacity, far exceeding any of the other former sand and gravel pits in the area. It is connected to the Sangamon River through a deep sand lens, which will allow the pond to be continuously recharged as it is pumped down. The water quality is expected to be better than Lake Decatur itself, as it does not receive significant runoff from the surrounding watershed. It should be relatively low in nitrates, reducing the need to operate the nitrate removal facility at the South Water Treatment Plant. Being lower in organic matter, water from this source should also reduce the formation of harmful disinfection by-products. Being deeper, water from this source will also be more moderate in temperature than Lake Decatur, which is an advantage for water treatment efficiency. In other words, it would not only supply nearly all of the estimated drought reserve but also facilitate a more efficient water treatment process.

This additional drought-resilient water supply would also support the economic development of Decatur and Macon County. It would increase the overall water supply by about 30%. Availability of water is a prime feature of local and state economic development plans.

The water from the Harristown Vulcan Reservoir would need to be pumped to the South Water Treatment Plant through a new pipeline, which would be a costly capital project. However, the large volume and reliability of the source make it the most cost-effective alternative supply, on a \$/MG basis, as discussed in the Intera report.

As part of the acquisition of the Harristown site, Vulcan Materials Corporation also asked the City to acquire a smaller property, an 11.7-acre former sand and gravel pit directly adjacent to the City's lime residual lagoons across the river from the South Water Treatment Plant. This site would not be used as a water supply but has other potential benefits to the water utility because of its adjacency to other City properties and facilities.

The proposed purchase agreement would allow the City to investigate the sites in detail. A Phase I Environmental Site Assessment would be completed on both sites. A comprehensive profile of water quality would be obtained from the Harristown site. The depth of the ponds at the Harristown site would also be investigated. As with any real property acquisition, significant findings would affect the closing dates.

SCHEDULE:

The closing date is December 1, 2024. The draft Capital Improvement Budget will lay out plans for developing this water source over the next few years.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The Water Capital Fund has sufficient cash reserves to provide for this property acquisition. The costs to acquire and develop Lake Charlie Rhodes, estimated at \$11.8 million in the CIP budget, can be avoided. Approximately \$100,000/year in treatment costs can be avoided due to a cleaner water supply.

Staff Impact: Staff has allocated time to manage this project.

POTENTIAL OBJECTION: No objection is anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jon Kindseth, Deputy City Manager, Matt Newell, Public Works Director, and Robert Weil, Water Production Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

LEGAL REVIEW: The property sales agreement has been prepared and reviewed by Counsel.

This memorandum was written by Robert Weil, P.E., Water Production Manager.

RESOLUTION NO. _____

**RESOLUTION RESCINDING R2024-282 AND AUTHORIZING A
REAL ESTATE SALES AGREEMENT
FOR PROPERTIES BETWEEN VULCAN LANDS INC. AND VULCAN
CONSTRUCTION MATERIALS, LLC, AND THE CITY OF DECATUR**

WHEREAS, the City of Decatur has on occasion acquired certain properties to diversify the community water sources and further increase the City’s drought resiliency; and,

WHEREAS, the City of Decatur desires to enter into a Real Estate Sales Agreement for the properties more particularly described and set forth in Exhibit 1 and commonly known as the (1) Macon Quarry and the (2) Decatur Quarry bearing Property Identification Numbers 06-11-29-400-002, 06-11-29-400-003, 02-11-32-100-004, 02-11-32-200-004; and 04-12-22-253-004 (“Vulcan Properties”), consisting of approximately 473.56 acres; and approximately 11.75 acres; and,

WHEREAS, the City Council previously authorized the purchase of the Vulcan Properties by Resolution No. R2024-282 on August 19, 2024, and;

WHEREAS, the purchase price in Resolution No. R2024-282 is not accurate so that Resolution No. R2024-282 should be rescinded, and a new Real Estate Sales Agreement be entered into for the purchase of the Vulcan Properties.

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

Section 1. That Resolution No. R2024-282, passed by Council on August 19, 2024, approving a Real Estate Sales Agreement for the Vulcan Properties be, and the same is hereby, rescinded.

Section 1. That the Mayor or City Manager is authorized to purchase the Vulcan Properties through a Real Estate Sales Agreement, as generally presented in the attached exhibit.

Section 2. That the Mayor or City Manager is authorized to enter into a Real Estate Sales Agreement for the purchase of the Vulcan Properties for an amount not to exceed Six Million, Five Hundred Thousand Dollars (\$6,500,000.00), exclusive of any related closing costs.

PRESENTED and ADOPTED this _____ day of _____, 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2024 by and between the City of Decatur, an Illinois municipal corporation (“Buyer”) and Vulcan Lands, Inc., a New Jersey corporation, and its related entity in possession, Vulcan Construction Materials, LLC, a Delaware limited liability company (“Seller”). The Seller and the Buyer are sometimes referred to herein as a “Party” or “Parties.”

RECITALS

- A. The Buyer is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.
- B. The Buyer is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).
- C. The Buyer is in the process of assembling properties for public purposes. Buyer now desires to acquire the following properties—commonly known as the Macon Quarry and the Decatur Quarry—that are legally described on Exhibit A attached hereto (hereafter the “Vulcan Property”).
- D. The Buyer, after due and careful consideration, has concluded that the acquisition of the Vulcan Property will further the health, safety, and welfare of its residents and taxpayers.
- E. Chapter 33 of the City Code of the City of Decatur provides that the City may acquire properties as the Council authorizes or approves.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I

RECITALS PART OF AGREEMENT

The recitations set forth in the foregoing Recitals are material to this Agreement and the Recitals are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

II

MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Buyer's case, the adoption by the Buyer of such ordinances and resolutions), as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

III

SALE AND CLOSING ON VULCAN PROPERTY

3.01. Property. Seller is the fee simple owner of those parcels of real property that comprise and are known as the (1) Macon Quarry and the (2) Decatur Quarry bearing Property Identification Numbers 06-11-29-400-002, 06-11-29-400-003, 02-11-32-100-004, 02-11-32-200-004; AND 04-12-22-253-004, respectively (collectively, the “**Vulcan Property**”), consisting of approximately 473.56 acres; and approximately 11.75 acres, respectively as legally described in **Exhibit A** attached hereto (the “**Real Estate**”).

3.02. Purchase Price. Subject to the terms and conditions of this Agreement, the aggregate purchase price to be paid by the Buyer to the Seller for the Property is Six Million, Five Hundred Thousand Dollars (\$6,500,000.00), which purchase price shall be paid by Buyer to Seller by wire transfer at Closing (hereinafter defined).

3.03. Title.

- a. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances, restrictions, and other title objections other than easements of record as of the date of this Agreement and physical encroachments existing as of the date of this Agreement. Seller shall deliver a commitment for an owner's title insurance policy from a title company licensed to do business in the State of Illinois (the "**Title Company**") in a form acceptable to Buyer (the "**Title Policy**") insuring title in the Property issued at regular rates.
- b. In the event Buyer raises any title objections with respect to the Title Commitment and/or any objections with respect to the Survey, Seller shall use its best efforts (except for easements of record or physical encroachments existing as of the date of this Agreement) to remove monetary liens, judgments or encumbrances to (i) correct, at Seller's cost and expense, all such title objections and Survey objections before Closing to Buyer's reasonable satisfaction, and (ii) deliver to Buyer adequate assurances that all monetary liens, judgments or encumbrances will be removed before or at Closing. If Seller is unable to correct such objections and/or provide such assurances before Closing to Buyer's reasonable satisfaction, Buyer may have the option of (a) taking such title as Seller can give without abatement of the Purchase Price, except that any existing liens, judgments or encumbrances which can be removed by the payment of money shall be paid and discharged by Seller at or prior to Closing, or (b) terminating this Agreement. Should Seller violate or fail to fulfill and perform any of the terms and conditions of this Agreement required to be performed by Seller, Buyer shall have the right to terminate this Agreement.
- c. At Closing, Seller agrees to deliver to Buyer a special warranty deed (the "**Deed**"), in recordable form, conveying the Land and any Improvements to Buyer, free and

clear of all liens, claims and encumbrances except for the Permitted Exceptions (as agreed by the Parties) and subject to the following additional covenants in the deed:

i. By acceptance and recording of this Deed, Grantee covenants and agrees for itself, its successors and assigns that the Real Estate hereby conveyed is being taken “AS IS, WHERE IS” with all faults and without any representation and warranty and Grantee accepts all responsibility and liability associated with or arising from underground utilities, underground foundation structures, a well, buildings, and above ground storage containers.

ii. Neither the Property, nor any portion thereof, shall be used for the commercial production, storage, sale, processing, recycling or distribution of any construction aggregates, concrete or asphalt products.

3.04. Environmental Conditions. Seller has disclosed to Buyer that there are underground utilities, underground foundation structures for a billboard, a well, buildings, and above ground storage containers on the Vulcan Property (“Existing Environmental Conditions”). Seller and Buyer acknowledge and agree that Buyer shall obtain a Phase I environmental within 30 days of this Agreement at Buyer’s expense. Buyer may terminate this Agreement for any reason following receipt of the Phase I environmental report that is not acceptable to Buyer and this Agreement is expressly contingent upon Buyer’s acceptance.

3.05. Prorations; Realty Transfer Tax.

a. Appropriate prorations shall be made daily as of the close of business on the Closing Date with respect to the current year’s real and personal property taxes. A reasonable estimate of such prorations shall be agreed to by Seller and Buyer at least five (5) Business Days prior to the Closing Date and shall be settled in immediately available funds at the Closing. All past due real estate and personal property taxes, if any, shall be paid by Seller at or before the Closing.

- b. All recording charges shall be paid by Buyer, except for recording charges in connection with the clearing of any title issues including, without limitation, mortgage satisfactions/releases, and UCC-3 financing statements, which shall be Seller's responsibility.

3.06. Closing. Provided that all conditions contained herein have been met or waived, the closing of the transactions contemplated hereby shall occur on or after December 1, 2024 (the "**Anticipated Closing Date**"), or on such other date as mutually agreed upon in writing by the parties; provided, however, Buyer shall have the right, in its sole discretion, to extend the time period for the Closing until the later of: (a) thirty (30) days after the Anticipated Closing Date, (b) five (5) business days following all conditions to Closing contained herein having been met or waived or (c) forty-five business days from the date of the Phase I environmental report). The parties intend to exchange executed documents prior to the Closing, to be held in escrow by the Title Company, with such Closing to be conducted by mail and telephone, together with wire transfer of funds.

3.07. Deliverables. Seller shall deliver to the Buyer all reports and studies it has in its possession including copies of surveys, title policies and environmental and soil reports, with 30 days of execution of this agreement. The Buyer, its agents, and assignees shall have the right to enter onto the Vulcan Property to conduct its inspections and testing, including environmental and soil testing.

3.08. Brokers. Each Party warrants and represents to the other that neither Party has retained a broker in connection with this sale and purchase of the Vulcan Property and each Party hereby indemnifies, defends and holds harmless the other against all claims for broker's fees or similar commissions from any brokers or finders, claiming by, through or under the indemnifying Party.

IV
OWNERSHIP AND POSSESSION BY BUYER

4.01. Clearing of Vulcan Property. On or before November 30, 2024, Seller shall remove the machinery, buildings, and items listed on **Exhibit B** that are currently located on the Vulcan Property. The cinder block building, the well, the underground utilities, the billboard foundation, and all other items not listed on Exhibit B may be left at the Vulcan Property, with no obligation for Vulcan to cause their removal. Any items left on the Vulcan Property after Closing shall become the property of the Buyer.

4.02. Insurance and Utilities. Seller agrees to obtain or cause its agents and contractors to obtain workmen's compensation and employer's liability insurance coverage as required by applicable law and in commercially reasonable amounts with respect to operations on the Vulcan Property following the closing. Seller shall also be responsible for all utility bills for the Vulcan Property through the date of Closing, unless earlier surrendered to the Buyer. The obligations of this paragraph 4.02 shall survive the Closing.

4.03. Delay. For the purposes of any of the provisions of this Agreement, neither the Buyer nor Seller, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by events or conditions beyond the reasonable control of the Party which in fact prevents the Party from discharging its respective obligations hereunder and the timeframes for performance of those obligations shall be extended accordingly.

V
DISCLAIMERS AND WAIVERS

5.01. Disclaimers.

Except as expressly set forth in this agreement, seller has not made and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than sellers' limited warranty of title to be set forth in the deed), zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the property with governmental laws, the truth, accuracy or completeness of the property documents or any other information provided by or on behalf of sellers to buyer, or any other matter or thing regarding the property. buyer acknowledges and agrees that upon closing seller shall sell and convey to buyer and buyer shall accept the property "as is, where is, with all faults", except to the extent expressly provided otherwise in this agreement.

5.02. Effect and Survival of Disclaimers.

Seller and Buyer acknowledge that the Property being sold subject to the provisions of this Article V is a material condition of the transaction contemplated by this Agreement. Seller and Buyer agree that the provisions of this Article V shall survive Closing.

VI
GENERAL PROVISIONS

6.01. Powers. The Buyer hereby represents and warrants that the Buyer has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement.

6.02. Remedies and Limitation of Liability. Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance by serving written notice to other. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. If necessary, the Closing may be delayed per the number of business days necessary for the performance to correct any alleged breach of this Agreement.

6.03. Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of the Buyer or Seller is required, the Buyer's approval shall be granted by the Mayor or his designee; and for Seller, by any officer or managing member as designated in writing from time to time (in any event, the officers or managing member executing this Agreement are so authorized).

6.04. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.05. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by the adoption of an ordinance or resolution of the Buyer approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

6.06. Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns.

6.07. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.08. Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

6.09. Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the Seller:

Vulcan Lands, Inc.
1200 Urban Center Drive
P.O. Box 385014
Birmingham, AL 35242-5014
Attn: President

To the Buyer:

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

With copies to:

Derke Price, Attorney
Ancel Glink
1779 N. Mill Street
Naperville, IL 60563

With copies to:

City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Attn: Corporation Counsel

Or at such other addresses as the Parties may indicate in writing to the other either by electronic mail, personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

6.10. Partnership; No Third-Party Beneficiaries.

Nothing contained herein shall be construed as creating a partnership between the Buyer and Seller or as creating or conferring any interest or benefit upon any third party.

6.11. Counterparts. This Agreement may be executed in several counterparts, and may be executed through use of electronic signatures, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.12. Exhibits. The exhibits attached to this agreement are hereby incorporated into and made a part of this Agreement.

6.13. Survival of Closing. The provisions of the following Sections of this Agreement **shall** survive Closing and shall not be merged into the execution and delivery of the Deed: 3.04, 3.08, 4.02 and Article V.

/signature page to follow/

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF DECATUR, ILLINOIS

An Illinois unit of local government

BY: _____
CITY MANAGER

ATTEST:

CITY CLERK

VULCAN LANDS, INC.

BY: _____
IT'S AUTHORIZED AGENT

VULCAN CONSTRUCTION MATERIALS, LLC

BY: _____
IT'S AUTHORIZED AGENT

Exhibit A

Legal Description of the Vulcan Property (Macon Quarry)

Tax Parcel: 02-11-32-200-004

Tract I: The Northwest 1/4 of the Southeast 1/4 of Section Thirty-two (32), Township Sixteen (16) North, Range One (1) East of the 3rd P.M. Situated in Macon County, Illinois.

Tract II: A part of the Southwest 1/4 of the Southeast 1/4 of Section Thirty-two (32), Township Sixteen (16) North, Range One (1) East of the 3rd P.M., said part being described as follows: Beginning at a point, said point being the Northwest corner of the said Southwest 1/4 of the Southeast 1/4 of Section 32, thence North 88°28'30" East (assumed bearing) along the North line of said Southwest 1/4 of the Southeast 1/4 of Section 32, 1323.60 feet to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 32, thence South 0°57'10" East 410.00 feet; thence South 88°28'30" West 1323.89 feet; thence North 0°54'41" West 410.00 feet to the point of beginning. Situated in Macon County, Illinois.

Tract III: A part of the Southwest 1/4 of Section Thirty-two (32), Township Sixteen (16) North, Range One (1) East of the 3rd P.M., said part more particularly described as follows: Beginning at a point on the East line of the said Southwest 1/4 of Section 32, said point being South 00°54'41" East (Assumed Bearing) 223.31 feet from the Northeast corner of the said Southwest 1/4 of Section 32; thence South 00°54'41" East along the East line of the said Southwest 1/4 of Section 32, 1507.63 feet; thence South 88°28'30" West 486.98 feet; thence North 55°19'12" West 463.45 feet; thence North 20°47'10" West 815.04 feet; thence North 66°24'55" East 1236.46 feet to the point of beginning. Situated in Macon County, Illinois.

Tract IV: That part of Lot 2 of the West 1/2 of the Southwest 1/4 of Section 32, Township 16 North, Range 1 East of the 3rd P.M., as per Plat recorded in Book 22, Page 398 of the

Records in the Recorder's Office of Macon County, Illinois, lying North of the Sangamon River, as said river lay prior to change by the Drainage District. Situated in Macon County, Illinois. Except any portion thereof lying North of the Sangamon River as it now exists.

Tract V: The East 1/2 of the Southeast 1/4 of Section Thirty-two (32), Township Sixteen (16) North, Range One (1) East of the 3rd P.M., except commencing at the Northwest comer of said East 1/2, Southeast 1/4 of Section 32; thence South 0°00'00" West 953.73 feet along the West line of said East 1/2, Southeast 1/4 to the point of beginning of this description; thence North 88°30'30" East 1224.01 feet to the West right of Way Line, County Highway 27; thence Southerly along said Westerly Right of Way Line 1694.51 feet to the South line of said East 1/2, Southeast 1/4; thence Westerly along said South line 1223.8 feet to the Southwest comer thereof; thence North 0°00'00" East along the West line of said East 1/2, Southeast 1/4 1681.06 feet to the point of beginning. Situated in Macon County, Illinois.

Tract VI: South 1/2 of the Northeast 1/4 of Section Thirty-two (32), Township Sixteen (16) North, Range One (1) East of the 3rd P.M., and Lot A and Lot 1 of the Southwest 1/4 of Section 32, Township I6 North, Range 1 East as recorded in Plat Book 335, Page 278, except those part heretofore conveyed for road purposes. (Except an undivided 1/2 interest in the oil and gas underlying the surface of said land and all rights and easements in favor of the Estate of said oil and gas. Situated in Macon County, Illinois.

All of the above-described premises are subject to a reservation of interest as shown in the mineral deed dated January 27, 1997, and recorded February 5, 1997, in Book 2699, Page 943 as made by Lincoln Sand and Gravel Company to LSG Company, L.C.

Less and except that portion of the above-described premises conveyed to Kevin R. Brooks, on October 30, 2000, and generally described as follows:

A part of the East 16 of the Southeast 1/4 of Section 32, Township 16 North, Range 1 East of the 3rd Principal Meridian in Macon County, Illinois, and more particularly described as follows: Beginning at a point on the Westerly Right of Way Line of County Highway 27, said point being 13.50 feet South of the intersection of the North line of the East 16 of the Southeast 1/4 of Section 32, Township 16 North, Range 1 East of the Third Principal Meridian and said Westerly Right of Way Line; thence Southerly along said Right of Way Line on a curve to the right having a radius of 1810.08 feet, a distance of 320.35 feet (Chord; S. 4°56'8" E., 319.87 feet); thence S. 0°00'00" E. (assumed); 600.57 feet along said Right of Way; thence S. 88°40'25" W., 706.19 feet; thence N. 0°00'00" E., 902.59 feet; thence N. 87°12'56" E., 679.28 feet to the point of beginning. Containing in all 14.710 acres more or less and subject to easements and restrictions of record.

Tax Parcel: 06-11-29-400-002

Parcel I: The southwest 1/4 of section twenty-nine (29) and the west 1/2 of the southeast 1/4 of section 29, except the south 20 feet thereof, all in township sixteen (16) north, range one (1) east of the 3rd p.m. situated in Macon County, Illinois.

Parcel II: all that part of the south 1/2 of the south 1/2 of the southeast 1/4 of the southeast 1/4 of section twenty-nine (29), township sixteen (16) north, range one (1) east of the 3rd p.m., lying west of the public highway, known as the Lincoln Memorial Highway, as shown on plat recorded in book 745, page 165 of the records in the recorder's office of Macon County, Illinois. situated in Macon County, Illinois.

Tax Parcels: 06-11-29-400-003 AND 02-11-32-100-004

The South 20 feet of the West 14 of the Southeast 1/4 of Section 29; the Northeast 1/4 of the Northwest 1/4; the South 14 of the Northwest 1/4; and all of the North 14 of the Northeast 1/4 lying West of County Highway Number 27; of Section 32; all in Township 16 North, Range 1 East of the 3rd Principal Meridian, Macon County, Illinois, described in detail as follows: beginning at a stone marking the Northwest corner of the Northeast 1/4 of said Section 32; thence North 20 feet along the West line of the West 14 of the Southeast 1/4 of said Section 29; thence S 89°27'16"E-1319.87 feet, more or less, to a point on the East line of the West 14 of the Southeast 1/4 of said Section 29; thence South 20 feet along said East line to a point on the North line of the Northeast 1/4 of said Section 32; thence S 89°27'16" E-755.40 feet along said North line to a point on the West right of way line of County Highway Number 27; thence South 14°53'15" E-122.85 feet along said right of way line; thence along a curve to the right having a radius of 2764.90 feet for an arc distance of 537.33 feet; thence S 4°45'36" E-669.15 feet along said right of way line to a stone on the South line of the North 14 of the Northeast 1/4 of said Section 32; thence N 89°31'01" W-2282.00 feet to a stone marking the Southwest corner of the North 1/4 of the Northeast 1/4 of said Section 32; thence S 0°56'29" W-1313.70 feet to the Southwest corner of the Northeast 1/4 of said Section 32; thence S 89°50'22" W-2643.44 feet to the Southwest corner of the Northwest 1/4 of said Section 32; thence N 0°54'08" E-1329.76 feet to a stone marking the Northwest corner of the South 14 of the Northwest 1/4 of said Section 32; thence S 89°48'44" E-1322.04 feet; thence N 0°55'18" E-1321.73 feet; thence S 89°27'51" E-1322.41 feet to the point of Beginning.

Exhibit A (Continued)

Legal Description of the Vulcan Property (Decatur Quarry)

Tax Parcel: 04-12-22-253-004

That part of Lot Four (4) of Video Place, a Subdivision in the City of Decatur, situated in the South Half of the Northeast Quarter of Section 22, Township 16 North, Range 2 East of the 3rd P.M., in Macon County, Illinois, described as follows: Beginning at a point 205.1 feet North and 140 feet East of the Southwest Corner of the Northeast 1/4 of Section 22, thence North 200 feet; thence East 450.00 feet along a line parallel with the South line of said Lot Four; thence South 50.00 feet, along a line perpendicular to the South line of said Lot Four (4); thence East 467.84 feet along a line parallel with the Souths line of said Lot Four (4) to a point on the Westerly Right—of-Way line of the Illinois Central Railroad; thence Southwest 227.80 feet along said Westerly Right-of-Way line of the Illinois Central Railroad; thence West 360.65 feet along a line' parallel with the South line of said Lot Four (4); thence North 50.00 feet along a line perpendicular to the South line of said Lot Four (4); thence West 450.00 feet along a line parallel with the South line of said Lot Four (4) to the place of beginning, containing in all 3.968 acres, more or less. That part of Lot Four (4) of Video Place, as per Platt recorded in Boole 300, Page 162 of the records in the Recorder's Office of Macon County, Illinois, described as follows: Beginning at a point 355.1 feet North and 1,057.84 feet East of the Southwest corner of the Northeast Quarter of Section Twenty-two (22), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence West 467.84 feet along a line parallel to the South) line of said Lot Four (4); thence North 50.feet on a line perpendicular to the South line of said Lot Four (4); thence West along a line parallel to the said South line of said Lot Four (4) 450 feet; thence North along a line perpendicular to the said South line of said Lot Four (4) 50 feet; thence East along a line parallel to the South line of said Lot Four (4) to the intersection of said line with the Westerly Right-of-Way line of the Illinois Central Railroad; thence Southwesterly along said Westerly Right-of-Way to the point of beginning. That part of Lots Three (3) and Four (4) of Video Place, as per Plat recorded in Book 300, Page 162 of

the records in the Recorder's Office of Macon County, Illinois, described as follows: Beginning at a point 140 feet East of the Southwest Corner of the Northeast Quarter of Section 22, Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North 205.1 feet; thence East 450 feet along a line parallel with the South line of said Lot Four (4); thence South 50 feet along a line perpendicular to the said South line of Lot Four (4); thence East 360.65 feet along a line parallel with the South line of said Lot Four (4) to a point on the Westerly Right-of-Way line of the Illinois Central Railroad; thence Southwest 17.672 feet along said Westerly Right-of-Way line of the Illinois Central Railroad; thence West 727.3 feet along a line parallel with the South line of said Lot Four (4) to the point of beginning, excepting therefrom the North 42.4 feet of that part of said Lot Three (3) and that part of Lot Four (4) described as follows: Beginning at the intersection of the North Right-of-Way of S.B.I. Route #48, and the West Right-of-Way line of the Illinois Central Railroad; thence West 225 feet; thence North to the North line of Lot Three (3) of Video Place, a subdivision in the City of Decatur, Illinois, as per Plat recorded in Book 300, Page 162 of the records in the Recorder's Office of Macon County, Illinois; thence East to the West Right-of-Way line of the Illinois Central Railroad; thence Southwesterly along the said Westerly Right-of-Way line of the Illinois Central Railroad to the place of beginning; all situated in Macon County, Illinois. Situated in Macon County, Illinois.

And

Tax Parcel: Same As Above

A part of Lot Four (4) of Video Place, as per Plat recorded in Book 300, Page 162 of the Records in the Recorder's Office of Macon County, Illinois, more particularly described as follows: Beginning at an iron pin, 605.1 feet North and 140.0 feet East of the center of Section 22, Township 16 North, Range 2 East of the 3rd P.M.; thence North 89°46,00" East, 1047.54 feet along a line parallel with the South line of Lot 4 of Video Place, to an iron pin on the Westerly Right of Way line of the Illinois Central Railroad; thence South

28°14'30" West 170.64 feet along aforesaid Right of Way line to an iron pin; thence South 89°46'00" West, 967.36 feet to an iron pin; thence North 0°26'28" East, 150.00 feet along a line parallel with the West line of the Southwest J of the Northeast J of said Section 22 to the point of beginning. Situated in Macon County, Illinois.

Exhibit B

List of Items to Be Removed from Vulcan Property by Vulcan On or Before 11/30/2024

Vulcan will undertake its best efforts to remove the following from the site:

1. construction and dredging machinery & equipment, including but not limited to excavators, bulldozers, barges, aggregate & material separators, conveyors
2. vehicles
3. HDPE and plastic dredging piping
4. fluids, chemicals, or hazardous materials located in the cinder block building

Additional Water-Supplies:
Local Solutions to Manage Drought Risk

November 5, 2015

Prepared for the City of Decatur, Illinois
Department of Public Works

Prepared by



Executive Summary

Inherent uncertainty in future growth and climate conditions can complicate decision-making regarding investments in water supply improvements. The goal of this study has been to analyze the City of Decatur's (City) water supply options and identify a path toward a future water supply portfolio that is reliable, resilient, and affordable.

Average monthly *water demands* for the City and primary industrial users were projected out to year 2050 based on population projections and a statistical analysis of the relationships of per capita use and weather conditions. Hydrologic records were compiled and analyzed for historical drought periods. A 10-month duration *design drought* for Lake Decatur was produced by combining the early summer drought conditions of 2012 with the drought of record (1930-31). A *water-budget model* of Lake Decatur was developed, based on post-dredge lake volumes, hydrologic inputs, and lake withdrawals for water supply. The model was used to evaluate the *supply gap*. The supply gap is defined as the difference between water available in Lake Decatur and the water demands during a drought.

During the ten-month design drought, the water supply available from Lake Decatur with current minimum lake elevations will not meet the projected demand. An additional water supply of 3.1 billion gallons must be obtained. The largest additional source could be provided by Lake Decatur itself, by lowering the minimum lake level from the current elevation of 607 feet to 604 feet. This change in minimum operating level maximizes the benefits of the lake dredging project. This change will provide an additional supply of 1,670 MG. However, modifying the minimum lake level impacts operations of ADM's NWTP. Below a lake level of 607 feet, the NWTP intakes are inoperable. The result is that the City would have adequate supplies to meet potable demand from the SWTP, but ADM's non-potable supply would not be available.

Currently, the City has access to an additional 880 million gallons (MG) in its water supply portfolio, which includes the DeWitt well field (630 MG) and the former Vulcan Pit (250 MG). Lake Tokorozawa (900 MG) has been used by the City as a drought supply in the past, but the lake is not equipped as a permanent supply.

The portfolio that best meets the needs of the City will balance cost, reliability, resiliency, and stakeholder considerations. One recommended portfolio that would adequately address the combined (City and ADM) supply gap includes:

- Lake Decatur 604 ft Minimum Operating Pool - Alternative 1A,
- DeWitt Well Field Improvements - Alternative 2A,
- Former Vulcan Gravel Pit Improvements - Alternative 3, and
- Lake Tokorozawa Direct Intake - Alternative 4A

Figure A illustrates the recommended portfolio that includes Lake Decatur, DeWitt Well Field, and Former Vulcan Gravel Pit, plus potential development of supplies from Lake Tokorozawa.

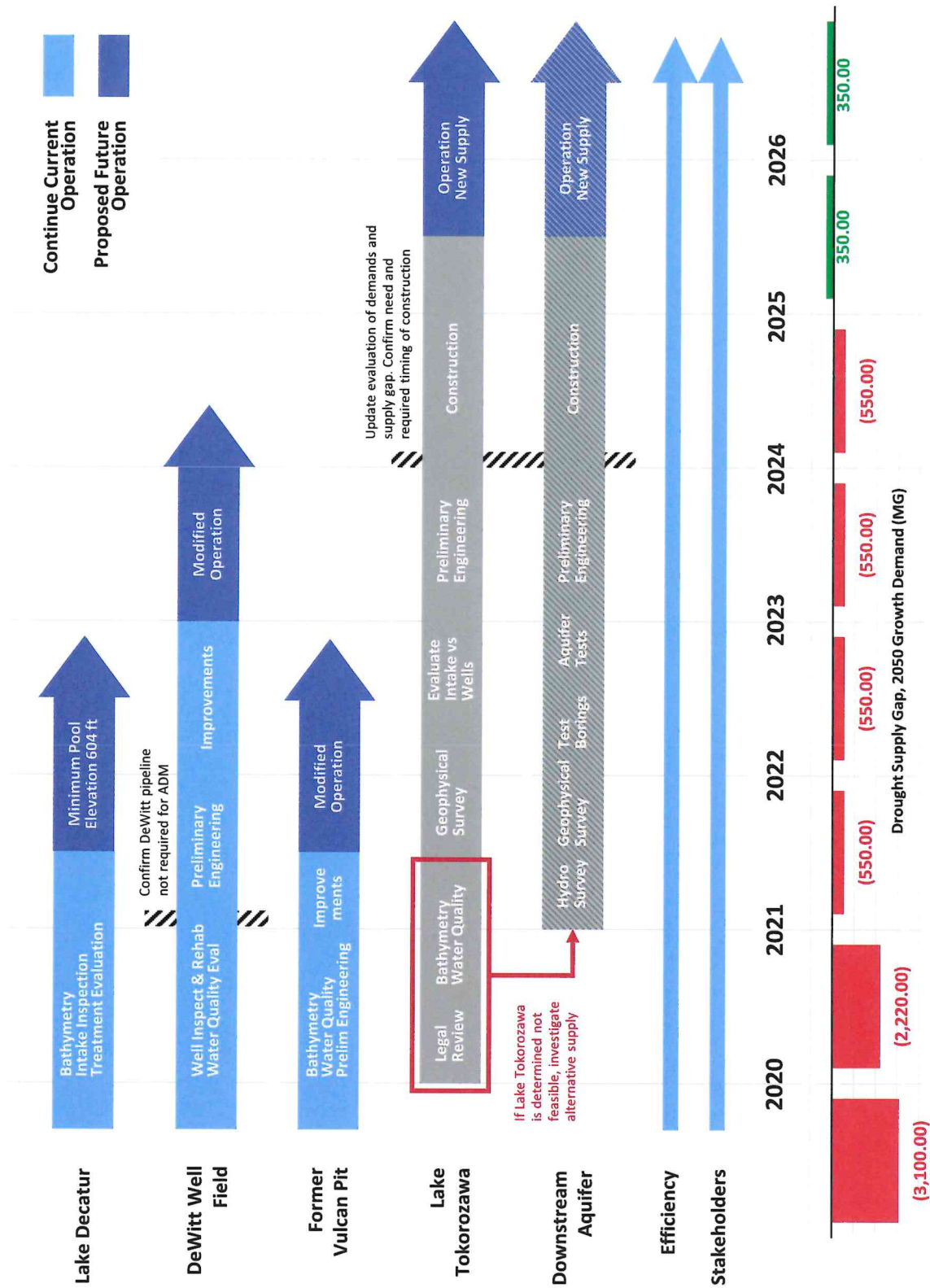


Figure A: Recommended supplemental water-supply portfolio development.

8.10 Active Vulcan Pit - Alternative 7 (97% of Gap)

This alternative entails the construction of direct intake pumping and pipeline facilities to convey water from the Active Vulcan Gravel Pit to the SWTP raw water pumping station. The estimated drought supply of this alternative is 3,000 million gallons (MG) per year, or 9,206 acre-feet (AF) per year.

The active Vulcan gravel mine is located approximately 8 to 9 miles east-southeast of the SWTP (Figure 8.15). The City has discussed a Memorandum of Understanding (MOU) with Vulcan Materials in 2015, to establish the first right of refusal for site acquisition and interim rights to utilize water from the pit. Given the storage volume of the pits and the fact that it is downstream of the SDD WWTP discharge, the supply is assumed to be drought-resistant. The drought supply available from the pit is estimated to be 10 MGD for 300 days. Gravel mining operations are ongoing, and the projected duration of operation of the mine is 20 years or more. Water supply operations developed at this location would require coordination with the mine operator to ensure that appropriate Best Management Practices (BMP's) are utilized to minimize the risk of contamination. Water production from the pit could be accomplished via barge-mounted floating pumps with intakes, or by constructing horizontal wells adjacent to the pits to withdraw water from the aquifer.

8.10.1 Infrastructure

The infrastructure required for this alternative includes 57,000 feet (10.8 miles) of 24-inch pipe, a 10 MGD barge-mounted floating pump station with intake, electrical service, a control building, monitoring wells, instrumentation and controls, SCADA integration, and miscellaneous site and security improvements. If the shallow downstream aquifer alternative (Alternative 5B) is also developed, there would be an opportunity for both supplies to utilize approximately 22,000 ft of shared pipeline, including highway, river and railroad crossings.

8.10.2 Operations

It is estimated that the gravel pit will provide a drought-proof supply of 10 MGD for 300 days per year, for a total of three billion gallons per year. The quality of water supplied from the pit will generally be lower in nitrate and turbidity compared to Lake Decatur. Recommended operation of the water supply would be controlled by reservoir levels, with thresholds determined through decision support analysis. Pumping is also recommended when blending would be beneficial due to increased levels of turbidity or nitrate in Lake Decatur. The system will provide an important spill contingency supply for Lake Decatur if pumping from the primary intakes must be reduced.

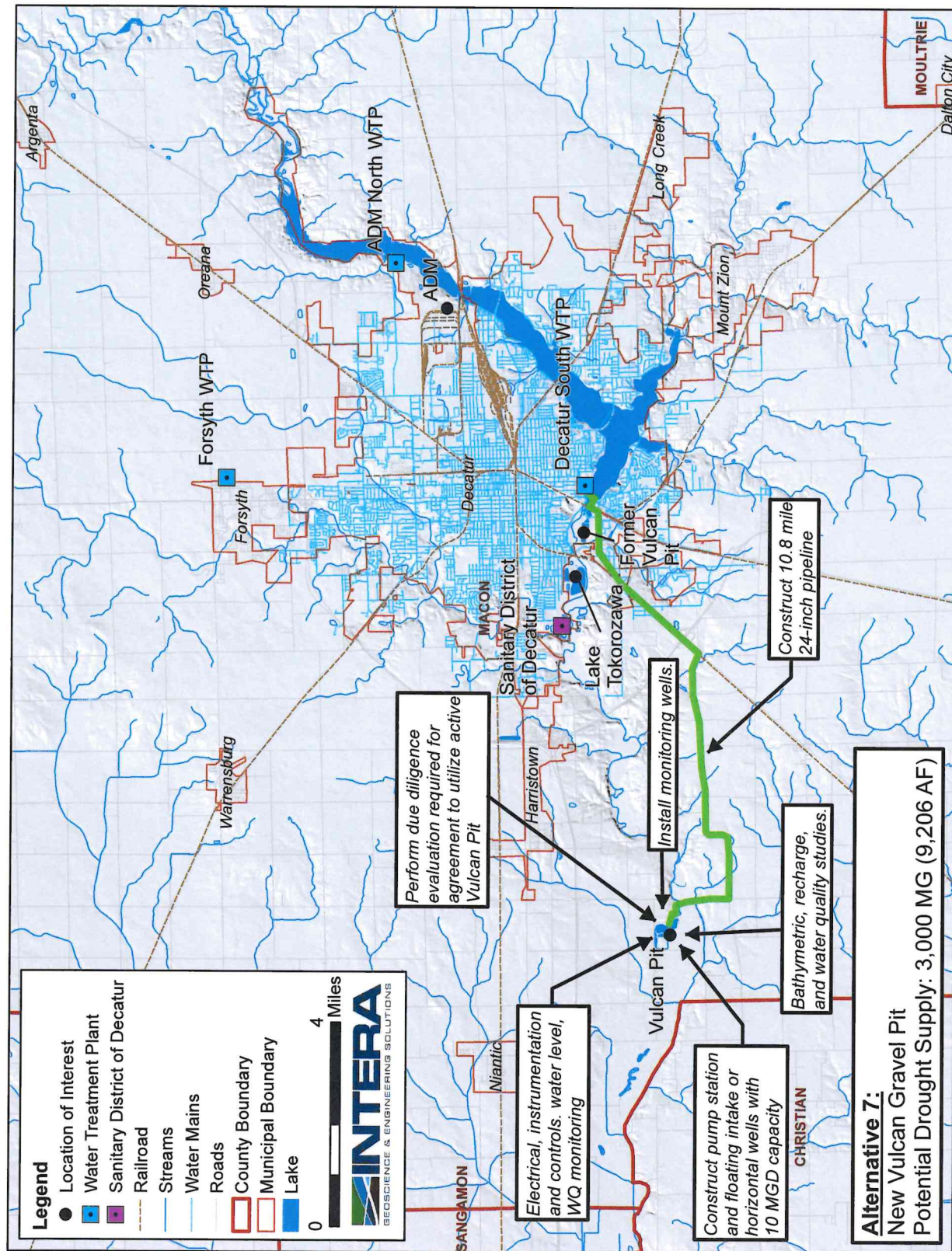


Figure 8.15: Alternative 7 - Active Vulcan Pit

8.10.3 Other Benefits

In addition to its benefit as a drought supply, this alternative provides the ability to supply water when beneficial for blending with raw water from Lake Decatur. The supply may be used to blend to reduce raw water nitrate, minimizing the reliance on ion-exchange (IX) nitrate removal facilities for regulatory compliance. The supply may also be used to blend to reduce turbidity, minimizing labor required for additional monitoring and testing during poor water quality events, chemical costs, and the need to notify sensitive customer groups of increased alum feed rates. If developed with horizontal wells, the supply may also be used for temperature regulation. Blending to reduce high water temperatures may reduce the rate of formation of disinfection by-products (DBP's) in the distribution system, reducing the risk of regulatory non-compliance. Blending to increase low water temperatures may help to reduce the higher rate of water main breaks during the coldest winter months. The supply also provides additional flexibility and resiliency for managing spills in Lake Decatur.

To the extent that anticipated water quality benefits related to nitrate, turbidity, DBP's and main breaks are realized, there will be a perceived improvement in the level of service received by customers. Pumping operations may also provide a benefit or cost savings to the mine operator, with the potential to negotiate cost sharing or reduced cost of the lease.

8.10.4 Risks

While the gravel mine is still in operation, there is a risk of contamination caused by spills or leaks from mining equipment. Best management practices (BMP's) may be used to minimize these risks.

8.10.5 Costs

The estimated engineering, construction, operation, and life-cycle costs are summarized in Table 8.12. Additional details of the cost estimates and economic analysis are provided in Appendix D.

8.10.6 Implementation

Time to Implement It is estimated that this alternative could be implemented in approximately 48 to 60 months.

Permitting Requirements IEPA construction and operating permits will be required for pumping and pipeline facilities. Easements and right-of-way permits will be required for pipeline construction. The gravel pit is within the floodway, and a Joint Application to USACE, IEPA and IDNR will be required for permitting of construction activities.

Table 8.12: Alternative 7 cost analysis summary

	Estimated Cost	
Preliminary Engineering	\$270,000	
Design & Construction	\$32,373,000	
New Operating Costs	\$358,500	Per Year
Avoided Operating Costs	\$112,200	Per Year
Life-Cycle Cost (NPV)	\$31,781,000	
Life-Cycle Cost (NPV)	\$9,190	Per MG/Year
Life-Cycle Cost (NPV)	\$2,994	Per AFY

Notes: NPV for 50 year period, 3% real discount rate

Preliminary Studies Before implementation, it is recommended that preliminary studies be conducted to evaluate several important aspects of the potential water supply project. The recommended studies include preliminary legal and environmental due diligence, review of mine operation and design records or a bathymetry study to determine the storage capacity of the mine, and a recharge and water quality study to evaluate the potential of the supply for blending. These recommendations are discussed in Section 11.

8.11 Water Efficiency

In contrast to the water supply alternatives described above, water efficiency is a demand-side strategy. Existing water efficiency efforts should continue, and others should be considered in concert with selected water supply alternatives. Improved water efficiency has an amplifying effect on the benefits received from investments in other water supply improvements. The City's ongoing program of leak detection and repair will continue to mitigate water losses in the distribution system. General trends in household water efficiency will continue to gradually reduce per capita consumption as older fixtures are replaced with newer, more efficient ones. Major industrial customers ADM, Tate & Lyle, and others may pursue water efficiency improvements in their operations, reducing their demand for water. In 2017, a 10% reduction in summer outdoor water use for irrigation would have resulted in a savings of approximately 129 MG in water consumption. Based on 2017 water use by major industrial customers ADM and Tate & Lyle, a 5% improvement in water efficiency would have resulted in a reduction of approximately 436 MG in total withdrawals from Lake Decatur. Increased water efficiency effectively reduces the supply gap by the volume of water saved. To the extent that improved water efficiency stretches the benefits of investments in water supply improvements and allows for the deferral of future investments, it can be highly cost-effective.

8.11.1 Infrastructure

A wide range of infrastructure improvements may be required to implement different water efficiency efforts by either the City or by its customers. While not described here, these may include replacement of leaking water mains and service lines, incentives for replacement of inefficient water fixtures, and efficiency improvements to industrial processes.

8.11.2 Operations

Not applicable

8.11.3 Other Benefits

Long-term affordability benefits

8.11.4 Risks

Reduced water use will result in reduced revenue based on volumetric rates. Additional conservation should be considered in future rate studies to establish rates that both incentivize conservation and ensure that the fixed and variable costs of operating the utility are adequately covered as efficiency increases.

8.11.5 Costs

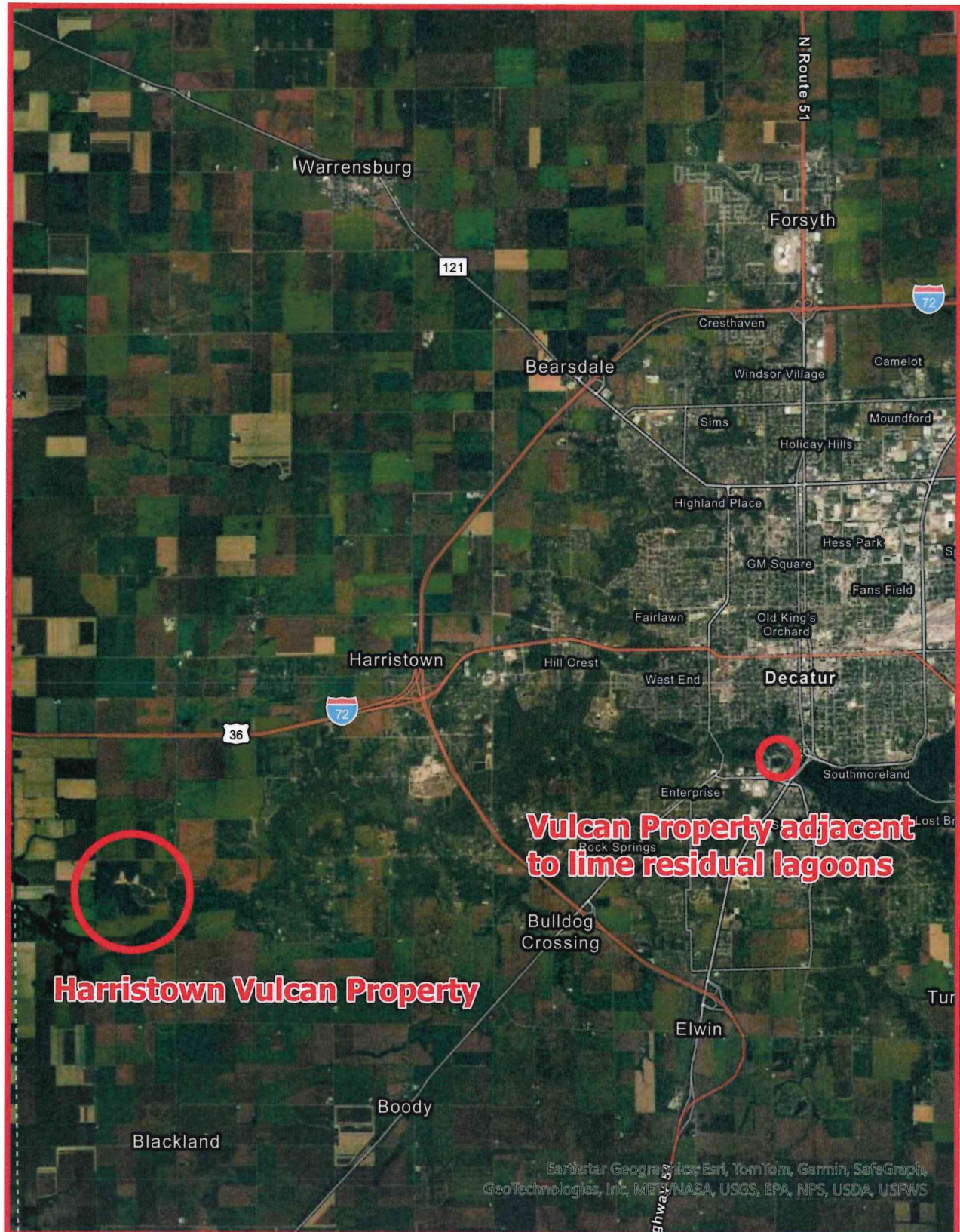
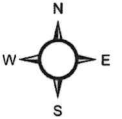
The costs to implement water efficiency improvements are variable. Depending on the type of improvement, the costs may be borne by the City, industrial or other customers, or shared.

8.11.6 Implementation

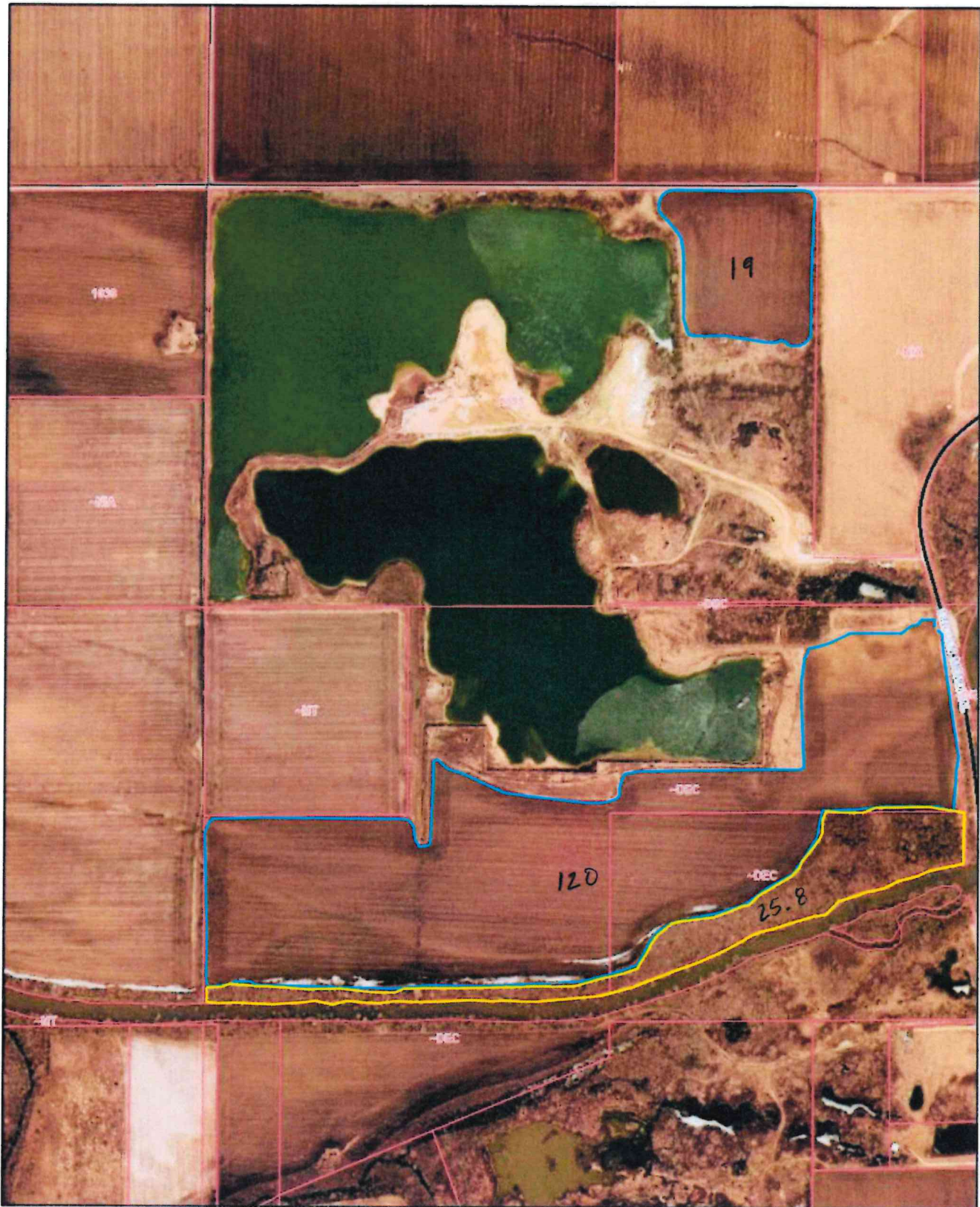
The City's leak detection and repair program to address aging distribution infrastructure is ongoing. Gradual improvements in household water efficiency will continue as old fixtures fail and are replaced by homeowners with newer, more efficient fixtures. Acceleration of this process would require an outreach program and possible incentives for fixture replacement. Improvements to industrial customer water efficiency would require close coordination between the City and industrial customers and may require negotiation of appropriate incentives.



Vulcan Material Corporation Sites Potential Acquisitions for Water Utility



Vulcan Land Assessment



3/27/2024, 9:37:58 AM

Roads (small scale)

- <all other values>
- Interstate Highway
- State Route or U.S. Highway
- Arterial
- Residential
- County Highway

- Railroad Tracks
- Parcels (from Macon Co.)
- Decatur City Limits
- Private Mains
 - Combined
 - Sanitary
 - Stormwater

- Mains
 - Combined
 - Sanitary
 - Stormwater
- Manholes
 - Sanitary
 - Stormwater

1:9,028

