



**Tuesday, September 3, 2019
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of August 19, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting the Bid and Authorizing the Execution of a Contract with SAK Construction, LLC for the McKinley Sewer Rehabilitation Project, City Project 2017-22
2. Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services Inc, to Perform Bridge Repair Design Services for the West Mound Road Bridge over Stevens Creek, SN 058-3062 City Project 2019-33
3. Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the West Mound Road Bridge Over Stevens Creek, SN 058-3062 City Project 2019-33
4. Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Perform Bridge Inspection Services for the Grove Road Bridge Over Sand Creek Arm of Lake Decatur SN 058-6010 City Project 2019-34
5. Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, SN 058-6010 City Project 2019-34
6. Ordinance Annexing Territory Entirely Surrounded by the City Limits-1960 South Taylorville Road

7. Ordinance Annexing Territory Entirely Surrounded by the City Limits-1431 West Rock Springs Road
8. Ordinance Annexing Territory Entirely Surrounded by the City Limits-895 West Grove Road
9. Ordinance Adopting City Code Chapter 18.1-Budget
10. Motion Adopting Budget Policy
11. Ordinance Amending City Code Chapter 07-Officers and Employees Generally
12. Resolution Authorizing Agreement City of Decatur, Illinois, Mueller Co. LLC
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 2373 West Ash Avenue
 - B. Ordinance Annexing Territory 2380 West Ash Avenue
 - C. Ordinance Annexing Territory 2410 & 2350 Boiling Springs Road
 - D. Ordinance Annexing Territory 3525 Catherine Street
 - E. Ordinance Annexing Territory 3071 Danny Drive
 - F. Ordinance Annexing Territory 2215 Dunes Drive
 - G. Ordinance Annexing Territory 2355 North Elizabeth Drive
 - H. Ordinance Annexing Territory 3258 Fite Drive
 - I. Ordinance Annexing Territory 3320 South Greenview Drive
 - J. Ordinance Annexing Territory 2525 East Mound Road
 - K. Ordinance Annexing Territory 4115 North Taylor Avenue
 - L. Ordinance Annexing Territory 3524 West Ravina Park Road
 - M. Ordinance Annexing Territory 2650 South Taylorville Road
 - N. Resolution Approving Reappointments - Human Relations Commission
 - O. Resolution Approving Reappointment - Civil Service Commission
 - P. Resolution Approving Reappointment - Construction & Housing Board of Appeals
 - Q. Receiving and Filing of Minutes of Boards and Commissions
 - R. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of Merchant Street, Northeast Community Fund -Feed the Fund- September 21, 2019

- S. Ordinance Amending City Code Chapter 10-City Manager
- T. Ordinance Amending City Code Chapter 18-Finance Department
- U. Ordinance Amending City Code Chapter 19-Foreign Fire Insurance Board
- V. Ordinance Amending City Code Chapter 21-Public Library

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of August 19, 2019 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of August 19, 2019 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, August 19, 2019

On Monday, August 19, 2019, 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 Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, and Bill Faber. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

Mr. Mark Girdler expressed concerns regarding a finance committee meeting that he attended held at the Decatur Public Library.

Ms. Kim Soman Deatherage, owner of Novel Ideas Books and Gifts raised concerns over the new layout of the Decatur Public Library parking lot.

Mr. Adam Ruderman, President of Decatur Firefighters' Pension Fund provided remarks in response to information shared at the August 6th, 2019 City Council study session regarding public safety pension obligations.

Ms. Dianna Pace thanked council and city staff for attending the West End Neighborhood Watch Group meeting. The meetings are held at Westminster Presbyterian Church on the second Thursday of every month at 6:30pm.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the August 5th, 2019 and August 6th, 2019 City Council meetings were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Finance Director Gregg Zientara presented the Treasurer's Financial Report.

R2019-114 Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance Support - Incode Court Case Management Suite, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

2019-104 Ordinance Extending a Temporary Moratorium on the Enforcement of Chapter 48 Section 8 Weeds, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

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

2019-105 Ordinance Granting a Conditional Use Permit (CUP) to Allow for a Day Care Home, Large in an Existing Residence, proposed to be Consolidated with Another Single-Family Residence Zoned R-3 Single-Family Residence District 642 South Oakland Avenue and 1090 West Tuttle Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-115 Resolution Authorizing the Purchase of 3915 Faries Parkway for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Mr. Matt Newell explained that the city offered the appraisal price and negotiated with the owner on a bit higher price than the appraisal price.

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

R2019-116 Resolution Authorizing a Local Public Agency Agreement for Federal Participation for the Relocation of Utilities and the Purchase of Right of Way for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-117 Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion of the Local Agency Agreement for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

City Manager Wrighton and council responded to Anthony Chapple's questions in regard to the distribution of local motor fuel tax funds.

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

R2019-118 Resolution Approving an Agreement for Reimbursable Utility Adjustment Between the City of Decatur and Ameren Illinois Company to Relocate Their Electrical Substation Located at 1840 North Brush College Road, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-119 Resolution Accepting the Bid of Dinges Fire Company for the Purchase of Firefighting Turnout Gear for New Hires and for Replacement Gear as Required, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Fire Chief Jeff Abbott explained that the Fire Department tries to replace 20 to 25 sets of turnout gear every year.

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

R2019-120 Resolution Authorizing Agreement City of Decatur, Illinois, Near West Side Restoration and Preservation Society, 1004 W. Wood St., was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Corporation Counsel Wendy Morthland explained the purpose of a receivership agreement.

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

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

Item A. 2019-106 Ordinance Annexing Territory 4108 Dean Drive
Item B. 2019-107 Ordinance Annexing Territory 2205 Dunes Drive
Item C. 2019-108 Ordinance Annexing Territory 2321 Sands Drive
Item D. 2019-109 Ordinance Annexing Territory 2045 Sumac Trace
Item E. 2019-110 Ordinance Annexing Territory 3512 Ravina Park Road
Item F. 2019-111 Ordinance Annexing Territory 2345 Baker Lane
Item G. 2019-112 Ordinance Annexing Territory 4133 McClain Drive
Item H. 2019-113 Ordinance Annexing Territory 2405 Thunderbird Drive
Item I. 2019-114 Ordinance Annexing Territory 8 Cloyds Drive
Item J. 2019-115 Ordinance Amending City Code Chapter 62 - Raffles, Sections 1, 3, 4, 6-11

Councilman Pat McDaniel moved Items A. through J. be approved by Omnibus Vote; seconded by Councilwoman Lisa Gregory, and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

Councilman Horn remarked that there is street parking and ample parking spaces in the parking garage to handle library parking under most circumstances and a large expansive parking lot is not the best use of public property when the population has declined and fewer library items are being loaned.

City Manager Wrighton reported that the dredging equipment should be removed from the lake by the end of the year.

Councilman Walker thanked council and city staff for attending Southside Sunday.

Councilman Faber would like to receive updates on what efforts are being done to bring a supermarket to the west end.

With no other business, Mayor Moore Wolfe called for adjournment. Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Council meeting adjourned at 6:20 p.m.

Approved _____
Kim Althoff
City Clerk

Public Works

DATE: 8/22/2019

MEMO: 2019-112

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with SAK Construction, LLC for the McKinley Sewer Rehabilitation Project, City Project 2017-22

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2019-112 and attachments related to the McKinley Sewer Rehabilitation Project, City Project 2017-22.

ATTACHMENTS:

Description	Type
Council Memo 2019-112	Cover Memo
Resolution with Exhibit A	Resolution Letter
Council Bid Tabulation	Backup Material
Bid Award Recommendation	Backup Material
Notice of Intent to Award SAK Construction	Backup Material
Location Map	Backup Material

Public Works Memorandum
NO. 2019-112

DATE: August 22, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with SAK Construction, LLC for the McKinley Sewer Rehabilitation Project, City Project 2017-22

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve, that the Mayor be authorized to execute, and the City Clerk to attest to the attached resolution to approve a contract with SAK Construction, LLC, as the lowest, responsible bidder for the amount of \$5,222,777, to perform the McKinley Sewer Rehabilitation project, contingent on Illinois Environmental Protection Agency (IEPA) approval. The Resolution also authorizes an additional expenditure of up to \$156,683.31, which is the amount the IEPA recommends for project contingencies, for a total authorized expenditure of, \$5,379,460.31 from the IEPA Water Pollution Control Loan Program for the McKinley Sewer Rehabilitation Project. After the contract is awarded by the City Council a "Notice of Intent to Award" will be signed by the City Manager and forwarded with the loan documents to the IEPA. All contract provisions, except for standard general and special conditions, are attached.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council actions.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

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

The McKinley Sewer Rehabilitation Project addresses the top priority identified for the City's sewer system to assure that the large diameter sewers serving the City are maintained in a structurally sound condition. The McKinley Sewer is a critical sewer that serves the North side of the City (see attached map). The project will use cured-in-place-pipe (CIPP) lining.

Project Letting

The project scope and specifications were prepared by Chastain and Associates. The project includes the rehabilitation of approximately 12,000 feet of large diameter sewer and 33 manholes. The project was advertised on June 15, 2019, a pre-bid meeting was held on June 28, 2019, and bids were opened on August 20, 2019. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Estimate Over (-Under)</u>
SAK Construction, LLC	\$5,222,777.00	(33.03%)
Insituform Technologies USA, LLC	\$5,467,516.50	(29.89%)
Lanzo Trenchless Technologies	\$8,111,122.00	4.00%
Michels Corporation	\$8,262,733.00	5.95%
Spiniello Companies	\$8,485,255.00	62.47%
IPR Great Lakes, LLC	\$9,213,948.50	68.52%
Engineer's Estimate	\$7,798,976.83	-----

SAK Construction, LLC, provided the lowest responsible bid for the proposed work. SAK is a major national contractor located in O'Fallon, Missouri that specializes in cured in place sewer lining as described in Appendix B. SAK has completed several sewer lining projects in the City, including Contract A of the Lake Shore Drive Rehabilitation Project, the 7th Ward Sewer Rehabilitation and the 2015 Trenchless Long Lining Repairs Project. Crawford Murphy and Tilly (CMT), the City's construction engineering service provider, has investigated their work record and has provided a recommendation, (attached), stating that SAK Construction, is able to complete the work as specified.

The McKinley sewer location is through many residential areas. The cured in place lining process is a 24-hour process for large diameter sewers due to bypass pumping and the time it takes to install the liner, heat the water, and cure the resin. The contractor is required to notify all immediate property owners before work begins. Construction noise is reduced but cannot be completely eliminated between the hours of 6 P.M. to 7 A.M.

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

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

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

Subcontracting is not required for a City project. SAK Construction, LLC will be using subcontractors however an insufficient number of MBE's responded to their invitation to bid. SAK has provided sufficient evidence of making a good faith effort.

This project will be completed in accordance with the Federal Davis Bacon Wage laws. Upon approval of the contract by the City Council, the contractor will receive a “Notice of Intent to Award.” The contract will be forwarded to the IEPA for formal loan approval. Upon receiving approval for a loan from the IEPA, and a contract bond and insurance from the Contractor, the City will formally award the contract and issue a notice to proceed with the work. Staff recommends that the City Council approve a contract with SAK Construction, LLC, to perform the McKinley Sewer Rehabilitation Project. All contract provisions, except for standard general and special conditions, are attached.

Project Funding Through the Water Pollution Control Loan Program

Awarding the McKinley Sewer Rehabilitation Project provides the IEPA with real costs to prepare the final documents that will secure a low interest loan through the Water Pollution Control Loan Program. The loan rate is expected to be 2.00% payable over a 20-year period beginning at the conclusion of the project. With the project bids in hand, the total loan request should be as summarized below:

Work Item	Project Estimate
Design Engineering	\$41,300
Loan Eligible Construction Cost	\$5,222,777
3% Construction Contingency	\$156,683.31
Loan Ineligible Construction Costs*	\$0
Construction Engineering	\$490,383
Total Estimated Project Cost	\$5,911,143.31
Total Estimated IEPA Loan Amount	\$5,911,143.31
*IEPA has currently not identified any ineligible loan costs.	

As noted above, upon Council authorization of the contract, the City will issue a Notice of Intent to Award to the contractor. The IEPA will review and approve the contracts and authorize a loan to cover the project. Upon formal approval of the loan by the IEPA, the City will issue a Notice to Proceed to the contractor.

SCHEDULE:

Bids opened by the City	August 20, 2019
City Council receives and approves bids	September 3, 2019
Notice of Intent to Award issued to contractors	September 6, 2019
IEPA approves bids and authorizes final award	October 2019
The loan is authorized by the IEPA	November 2019
Notice of Award issued to contractor	November 2019
Notice to Proceed is issued to the contractor	November 2019
Project completion	Fall 2020

BUDGET/TIME IMPLICATIONS:

Budget Impact: Financing for this project will be through the Water Pollution Control Loan Program. Repayment of the loan will be funded by the Sewer Fund which is supported by sanitary sewer user fees.

The recommended low bid amount is \$5,222,777 with a \$156,683.31 contingency. The any loan ineligible items will be paid directly from the Sewer Fund.

Contractor Payment Process: On a monthly basis the Project Engineer and the contractor will agree on the work completed over the month and approve a payment estimate. Upon approving the pay estimate, the City forwards the estimate along with a payment request to the IEPA to cover the payment. The IEPA approves the request and issues the City a payment for the completed work. When the City receives the loan payment a check is then issued to the contractor.

Staffing Impact: Staff time has been allocated in the budget for this project. The City Council has approved an agreement with CMT to provide direct project oversight for this work.

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

INPUT FROM OTHER SOURCES: Crawford, Murphy, and Tilly and the Illinois Environmental Protection Agency

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Paul Caswell, P.E., City Engineer.

LEGAL REVIEW: The project plans and specifications were reviewed and approved by Legal for bidding in July 2019.

Attach: 4

Cc: SAK Construction, LLC
Insituform Technologies USA, LLC
Lanzo Trenchless Technologies
Michels Pipe Services, A Division of Michels Corporation
Spiniello Companies
IPR Great Lakes, LLC
Crawford, Murphy, and Tilly

APPENDIX A
PRIOR COUNCIL ACTIONS REGARDING LARGE DIAMETER SEWER
REHABILITATION

- **October 6, 2008** – The City Council approved resolution R2008-160 authorizing \$135,000 to Bainbridge, Gee, Milanski & Associates (BGM) to prepare a master plan for the sanitary sewer system.
- **October 26, 2009** – The City Council received Council Memorandum 2009-102 that provided an update to the work being done on the Sanitary and Stormwater Master Plans.
- **June 3, 2010** – The City Council received Council Memorandum 2010-31 that provided an update on when the Stormwater Master Plan Funding Supplement, Sanitary Sewer Master Plan and Water Main Tapping Fee Update would be presented to council.
- **November 1, 2010** – The City Council met in Study Session to discuss the Big Four Projects; Water Infrastructure, Sanitary Sewer Infrastructure, Stormwater Infrastructure and the Police Department Space Needs. The Sanitary Sewer Master Plan discusses the need for rehabilitation of the City's Large Diameter Critical Sewers.
- **January 18, 2011** – The City Council approved resolution R2011-03 authorizing \$166,250 to Bainbridge, Gee, Milanski and Associates, Inc. to prepare the Critical Sewers Facilities Plan for Illinois Environmental Protection Agency (IEPA) approval. IEPA requires a Facility Plan to receive state administered loan program funds.
- **February 7, 2011** – The City Council approved Ordinance 2011-07 amending Chapter 74, Sanitary Sewer System, to provide a \$0.12 per year increase to the sewer rate each year for 5 years beginning on May 1, 2011.
- **May 7, 2012** – The City Council approved resolution R2012-96 authorizing \$390,471 to Bainbridge, Gee, Milanski and Associates, Inc. to Design the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved Ordinance 2013-28 authorizing the City of Decatur to borrow funds from the Water Pollution Control Revolving Loan Fund.
- **April 15, 2013** – The City Council approved resolution R2013-36 authorizing an agreement with Bainbridge, Gee, Milanski and Associates, Inc. for a fee of \$550,000 to provide construction inspection services for the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved resolution R2013-37 exempting the Lake Shore Drive Sewer Rehabilitation project from the hours of construction limitation required by Chapter 48, Section 12 of the City Code.
- **May 20, 2013** – The City Council approved resolution R2013-50 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the Union Street Sewer Rehabilitation for a fee not to exceed \$198,700.

- **April 21, 2014** – The City Council approved Ordinance 2014-16 authorizing the City of Decatur to borrow funds up to \$2,608,700 from the Water Pollution Control Loan Program to cover engineering and construction costs for the Union Street Sewer Rehabilitation project.
- **April 21, 2014** – The City Council approved resolution R2014-26 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the Union Street Sewer Rehabilitation project for a fee not to exceed \$204,000.
- **September 2, 2014** – The City Council approved resolution R2014-104 accepting the bid and authorizing a contract with Insituform Technologies USA, LLC for the Union Street Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$2,133,811.09.
- **March 16, 2015** – The City Council approved resolution R2015-28 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the 7th Ward and McKinley Sewer Rehabilitation for a fee not to exceed \$297,000.
- **June 6, 2016** – The City Council approved Ordinance 2016-30 authorizing the City of Decatur to borrow funds up to \$15,296,160 from the Water Pollution Control Loan Program to cover engineering and construction costs for the 7th Ward Sewer Rehabilitation project.
- **June 6, 2016**– The City Council approved resolution R2016-64 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the 7th Ward Sewer Rehabilitation project for a fee not to exceed \$944,000.
- **January 17, 2017** – The City Council approved resolution R2017-01 accepting the bid and authorizing a contract with SAK Construction, LLC for the 7th Ward Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$7,978,113.12.
- **August 7, 2017**– The City Council approved resolution R2017-22 authorizing a change order Chastain and Associates, LLC for design engineering for the McKinley Sewer Rehabilitation Project for a fee not to exceed \$41,300.
- **November 5, 2018** – The City Council approved Ordinance 2018-60 authorizing the City of Decatur to borrow funds up to \$7,900,000 from the Water Pollution Control Loan Program to cover engineering and construction costs for the McKinley Sewer Rehabilitation project.

APPENDIX B

Cured-In-Place Lining Process

The McKinley sewer rehabilitation design employs trenchless construction methods that include lining manholes and installing a cured-in-place pipe CIPP the length of the sewer.

CIPP lining can be used on nearly any size of pipe. The process involves inflating a felt tube soaked with resin into the sewer pipe. Once the felt tube has been inflated throughout the length of pipe, heated water or steam fills the tube and is kept at a high temperature until the resin cures and hardens to form a new pipe inside of the deteriorated pipe.



Heat curing of felt tube liner.



Inserting the liner into the pipe.

The CIPP process has been used with good results by the City in many locations. The photos above show cured-in-place lining installation work completed on past City projects.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH SAK CONSTRUCTION, LLC
FOR THE MCKINLEY SEWER REHABILITATION PROJECT,
CITY PROJECT 2017-22**

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

Section 1. That the tabulation of bids received for City Project 2017-22, McKinley Sewer Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of SAK Construction, LLC be accepted and a contract in the amount of, not to exceed, \$5,222,777 be awarded accordingly, pending Illinois Environmental Protection Agency (IEPA) approval of award and receipt of an IEPA loan offer for the project; and that a contingency for construction cost overruns be authorized in an amount not to exceed \$156,683.31, for a total authorized expenditure of, not to exceed, \$5,379,460.31.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and SAK Construction, LLC, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of not to exceed, \$5,222,777.00; after IEPA loan approval. Contingencies in the amount of \$156,683.31 will be included in the IEPA loan for construction cost overruns for a total not to exceed cost of \$5,379,460.31.

PRESENTED and ADOPTED this 3rd day of September, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

MCKINLEY AVENUE SEWER REHABILITATION

IEPA LOAN NO. L17-5498

CITY PROJECT 2017-22

May 2019

a project of the



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

prepared by



5 N. COUNTRY CLUB ROAD
DECATUR, IL 62523
217-422-8544



by A. D. Harp
date May 15, 2019
expires Nov. 30, 2019

CITY OF DECATUR
MCKINLEY AVENUE SEWER REHABILITATION
IEPA LOAN NO. L17-5498
CITY PROJECT 2017-22

CITY OFFICIALS

Julie Moore Wolfe, Mayor

Pat McDaniel
Chuck Kuhle
Lisa Gregory

David Horn
Rodney Walker
Bill Faber

Scot Wrighton City Manager
Wendy Morthland Corporation Counsel
Kim Althoff.....City Clerk
Gregg Zientara City Treasurer
Matt Newell Public Works Director
Paul Caswell..... City Engineer

CITY OF DECATUR
MCKINLEY AVENUE SEWER REHABILITATION
IEPA LOAN NO. L17-5498
CITY PROJECT 2017-22

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:30 AM local time on Tuesday, August 6, 2019**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

MCKINLEY AVENUE SEWER REHABILITATION

IEPA LOAN NO. L17-5498 CITY PROJECT 2017-22

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

The installation of 12,009 feet of cured-in-place-pipe (CIPP); rehabilitation of 46 manholes and structures using spray-applied liner coatings; cleaning of the existing 12,009 feet of sewers; pre-televising and post-televising of the sewers; traffic control, and other miscellaneous work.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON June 28, 2019, AT 2:00 PM IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project; a telephone conference will be set up for bidders who cannot attend the meeting in person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blueprint, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blueprint.**
3. Payment shall be made to Decatur Blueprint, Inc. **No refund will be made for the plans, specifications, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturbblue.com
Plans & Portals
Public Projects**

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

ADVERTISEMENT FOR BIDS

5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. After the award of a contract has been approved by the City of Decatur City Council and the Illinois EPA, Bid tabulations will be available on the City's web site at www.decaturlil.gov / Departments / Public Works under Contractor Project Bid Information; and Decatur Blue Print's web site at www.decaturlblue.com / Plans & Portals / Public Projects / Decatur Blue DFS Public Plan Room / Project.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid, or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by Davis-Bacon.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. Disadvantaged Business Enterprise and Women's Business Enterprise participation goals shall be in accordance with the requirements of the Illinois State Revolving Fund loan program.

In addition, the following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

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

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

ADVERTISEMENT FOR BIDS

10. Any contract or contracts awarded under this advertisement for bids are expected to be funded at least in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.
11. The successful bidder will be required to furnish satisfactory performance and payment bonds in the full amount of the Bid. No Bid shall be withdrawn without the consent of the Owner for a period of 90 days after the scheduled time of receiving bids.

REJECTION OF BIDS:

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

June 15, 2019
Date Advertised

Matt Newell, P.E.
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: McKinley Avenue Sewer Rehabilitation
IEPA Loan No. L17-5498
City Project No.: 2017-22
Owner: City of Decatur, Illinois

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

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 90 days after the actual day of the opening thereof.

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

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

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

The bid process is as follows:

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

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

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered. Any Bidder may modify or withdraw his bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should however, state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. The telegraphic or written communication may be considered only if the time stamp or post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

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

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

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
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INFORMATION FOR BIDDERS

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. Requirements for qualification of bidders are described in Special Conditions, Section SC-23 Qualification of Bidders. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made with the concurrence of the Illinois EPA to the qualified Bidder submitting the **lowest responsive, responsible bid**, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods; and what bid is the lowest responsive, responsible bid; and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder.

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

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 90 days after the date of the bid opening. Checks from other than the three lowest bidders will be returned by the City within seven (7) days of the date of the bid opening. Bid bonds will not be returned.

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

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

**INFORMATION FOR BIDDERS
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INFORMATION FOR BIDDERS

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

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

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blueprint's website at www.DecaturBlue.com.

The City of Decatur maintains City project information on the City's web site at [www.decaturlil.gov/Departments/Public Works /Contractor Project Bid Information](http://www.decaturlil.gov/Departments/Public%20Works/Contractor%20Project%20Bid%20Information). It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

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

**INFORMATION FOR BIDDERS
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INFORMATION FOR BIDDERS

All Bidders shall comply with Sec. 436 of H.R. 3547, “The Consolidated Appropriations Act, 2014”, which specifies that all “iron and steel products” used in the project are produced in the United States.

Bidders shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

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

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

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement**, the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- 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 **Subcontractor Utilization Statement** and **MBE Subcontractor Information Form** 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 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 Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

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

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 public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. 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 contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring 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 and minority workers;

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.

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

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. 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.
- C. 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.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
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- D. 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 or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. 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 MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE 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 MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE 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 MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers 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.
- F. 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.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, 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.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and 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;

**INFORMATION FOR BIDDERS
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- (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
- (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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 MBE 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.

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

BID PROPOSAL

RETURN WITH BID

For Construction of: McKinley Avenue Sewer Rehabilitation
IEPA Loan No. L17-5498
City Project No.: 2017-22
Owner: City of Decatur, Illinois

Prospective Bidder: SAK Construction, LLC

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

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

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

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

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

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 90 days from the date of the opening.

BID PROPOSAL
RETURN WITH BID

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

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

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

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

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

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 90 days after the date of opening of said Proposals.

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
1	July 25, 2019	
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

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

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

	SUBCONTRACTOR	TYPE OF WORK
1.	Tele Scan Inc	Cleaning / CCTV Inspection
2.	Midas Companies	Manhole Rehabilitation
3.	Luka Company Inc	Excavations
4.	_____	_____

The Bidder certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

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BIDDER certifies that wages paid in connection with the Project shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. BIDDER further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.
- (ii) (A) The subrecipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall

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refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The subrecipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient. Such documentation shall be available on request of IEPA or USEPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses

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shall not be included on the weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) *Apprentices.* Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship

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Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also

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a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000 – clauses (1) through (4) shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or

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any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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DATE August 20, 2019

(If an Individual) (SEAL)
Signature of Bidder N/A

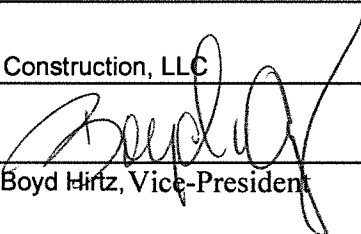
Tax ID #: _____
Business Address & _____
E-mail Address _____

(If a Co-Partnership) _____
Firm Name N/A (SEAL)

By: _____
Business Address & _____
E-mail Addresses _____

Names of All Members of _____
Firm _____

LLC
(If a ~~Corporation~~)
Corporate Name SAK Construction, LLC (SEAL)

By: 
Boyd Hirtz, Vice-President

Business Address & _____
E-mail Addresses 864 Hoff Road, O'Fallon, MO 63366

bidcippc@sakcon.com

Names of Officers
Jerome P. Shaw, Jr.
President

Roger Archibald
Secretary

Roger Archibald
Treasurer

Attest: 
Steve Stulce, Asst. Secretary

BID PROPOSAL**RETURN WITH BID****CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS****McKinley Avenue Sewer Rehabilitation****IEPA Loan No. L17-5498****CITY PROJECT 2017-22**

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LSUM	1	\$ 69,300.00	\$ 69,300.00
2	SEWER CLEANING, 60" AND OVER	FEET	6,657	\$ 18.00	\$ 119,826.00
3	SEWER CLEANING, 48" TO LESS THAN 60"	FEET	1,578	\$ 13.00	\$ 20,514.00
4	SEWER CLEANING, LESS THAN 48"	FEET	3,774	\$ 12.00	\$ 45,288.00
5	CURED-IN-PLACE PIPELINER, 72"	FEET	3,180	\$ 446.00	\$ 1,418,280.00
6	CURED-IN-PLACE PIPELINER, 69"	FEET	417	\$ 445.00	\$ 185,565.00
7	CURED-IN-PLACE PIPELINER, 68"	FEET	454	\$ 444.00	\$ 201,576.00
8	CURED-IN-PLACE PIPELINER, 60"	FEET	2,606	\$ 377.00	\$ 982,462.00
9	CURED-IN-PLACE PIPELINER, 57"	FEET	276	\$ 306.00	\$ 84,456.00
10	CURED-IN-PLACE PIPELINER, 54"	FEET	914	\$ 304.00	\$ 277,856.00
11	CURED-IN-PLACE PIPELINER, 48"	FEET	388	\$ 261.00	\$ 101,268.00
12	CURED-IN-PLACE PIPELINER, 42"	FEET	1,850	\$ 218.00	\$ 403,300.00
13	CURED-IN-PLACE PIPELINER, 40"	FEET	972	\$ 217.00	\$ 210,924.00
14	CURED-IN-PLACE PIPELINER, 36"	FEET	814	\$ 184.00	\$ 149,776.00
15	CURED-IN-PLACE PIPELINER, 34"	FEET	138	\$ 219.00	\$ 30,222.00
16	END SEAL, 72"	EACH	18	\$ 990.00	\$ 17,820.00
17	END SEAL, 69"	EACH	6	\$ 990.00	\$ 5,940.00
18	END SEAL, 68"	EACH	4	\$ 990.00	\$ 3,960.00
19	END SEAL, 60"	EACH	18	\$ 825.00	\$ 14,850.00
20	END SEAL, 57"	EACH	2	\$ 825.00	\$ 1,650.00
TOTAL THIS PAGE					\$ 4,344,833.00

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WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
21	END SEAL, 54"	EACH	6	\$ 740.00	\$ 4,440.00
22	END SEAL, 48"	EACH	4	\$ 525.00	\$ 2,100.00
23	END SEAL, 42"	EACH	18	\$ 480.00	\$ 8,640.00
24	END SEAL, 40"	EACH	6	\$ 480.00	\$ 2,880.00
25	END SEAL, 36"	EACH	6	\$ 415.00	\$ 2,490.00
26	END SEAL, 34"	EACH	2	\$ 415.00	\$ 830.00
27	LATERAL REINSTATEMENT	EACH	291	\$ 100.00	\$ 29,100.00
28	FIBER REINFORCED CALCIUM ALUMINATE SHOTCRETE, 1/2" (FLOOR & ROOF)	SQ FT	843	\$ 18.00	\$ 15,174.00
29	FIBER REINFORCED CALCIUM ALUMINATE SHOTCRETE, 1/2" (WALLS & BARREL)	SQ FT	875	\$ 18.00	\$ 15,750.00
30	FIBER REINFORCED CALCIUM ALUMINATE SHOTCRETE, 2" (VERTICAL)	SQ FT	3,037	\$ 24.00	\$ 72,888.00
31	FIBER REINFORCED CALCIUM ALUMINATE SHOTCRETE, 2" (PIPE)	SQ FT	1,571	\$ 24.00	\$ 37,704.00
32	CASTING AND LID REPLACEMENT	EACH	2	\$ 1,000.00	\$ 2,000.00
33	CASTING AND LID REPLACEMENT (PAVEMENT)	EACH	30	\$ 2,325.00	\$ 69,750.00
34	TELEVISIONING, PRE-REHABILITATION	FEET	12,009	\$ 4.00	\$ 48,036.00
35	TELEVISIONING, POST-REHABILITATION	FEET	12,009	\$ 2.00	\$ 24,018.00
36	MANHOLE 3-32	LSUM	1	\$ 146.00	\$ 146.00
37	MANHOLE 3-34	LSUM	1	\$ 81.00	\$ 81.00
38	MANHOLE 3-41	LSUM	1	\$ 81.00	\$ 81.00
39	MANHOLE 3-51	LSUM	1	\$ 81.00	\$ 81.00
40	MANHOLE 3-52	LSUM	1	\$ 161.00	\$ 161.00
41	MANHOLE 3-54	LSUM	1	\$ 66.00	\$ 66.00
TOTAL THIS PAGE					\$ 336,416.00

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WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42	MANHOLE 3-55	LSUM	1	\$ 146.00	\$ 146.00
43	MANHOLE 4-44	LSUM	1	\$ 81.00	\$ 81.00
44	MANHOLE 4-46	LSUM	1	\$ 146.00	\$ 146.00
45	MANHOLE 4-50	LSUM	1	\$ 146.00	\$ 146.00
46	MANHOLE 4-51	LSUM	1	\$ 146.00	\$ 146.00
47	MANHOLE 7-2	LSUM	1	\$ 226.00	\$ 226.00
48	MANHOLE 7-3	LSUM	1	\$ 81.00	\$ 81.00
49	MANHOLE 7-16	LSUM	1	\$ 81.00	\$ 81.00
50	MANHOLE 7-23	LSUM	1	\$ 81.00	\$ 81.00
51	MANHOLE 7-34	LSUM	1	\$ 81.00	\$ 81.00
52	MANHOLE 7-38	LSUM	1	\$ 146.00	\$ 146.00
53	MANHOLE 7-38A	LSUM	1	\$ 146.00	\$ 146.00
54	STRUCTURE 7-38B	LSUM	1	\$ 81.00	\$ 81.00
55	MANHOLE 7-43	LSUM	1	\$ 52,000.00	\$ 52,000.00
56	MANHOLE 7-52	LSUM	1	\$ 81.00	\$ 81.00
57	MANHOLE 7-53	LSUM	1	\$ 81.00	\$ 81.00
58	MANHOLE 7-61	LSUM	1	\$ 81.00	\$ 81.00
59	MANHOLE 7-66	LSUM	1	\$ 161.00	\$ 161.00
60	STRUCTURE 8-29	LSUM	1	\$ 81.00	\$ 81.00
TOTAL THIS PAGE					\$ 54,073.00

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WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
61	MANHOLE 8-30	LSUM	1	\$ 81.00	\$ 81.00
62	STRUCTURE 8-31	LSUM	1	\$ 81.00	\$ 81.00
63	TRAFFIC CONTROL COMPLETE	LSUM	1	\$ 19,000.00	\$ 19,000.00
64	ALLOWANCE FOR RAILROAD EXPENSES	LSUM	1	\$10,000.00	\$10,000.00
65	Manhole 7-45	LSUM	1	\$ 81.00	\$ 81.00
66	Manhole 7-47	LSUM	1	\$ 146.00	\$ 146.00
67	Manhole 7-48	LSUM	1	\$ 81.00	\$ 81.00
68	Manhole 7-49	LSUM	1	\$ 81.00	\$ 81.00
69	Manhole 4-39	LSUM	1	\$ 81.00	\$ 81.00
70	Manhole 4-41	LSUM	1	\$ 146.00	\$ 146.00
71	Manhole 4-42	LSUM	1	\$ 66.00	\$ 66.00
72	Manhole 4-43	LSUM	1	\$ 81.00	\$ 81.00
73	Temporary Bypass Facilities	LSUM	1	\$ 438,400.00	\$ 438,400.00
74	Spot Grouting	EACH	25	\$ 225.00	\$ 5,625.00
75	Spot Repair	EACH	25	\$ 300.00	\$ 7,500.00
76	Pipe Connection Repair, 12" and Less	EACH	10	\$ 325.00	\$ 3,250.00
77	Pipe Connection Repair, Over 12"	EACH	5	\$ 351.00	\$ 1,755.00
78	Spot Grouting, Spot Repair and Pipe Connection Repair – Grout Overage	GAL.	50	\$ 20.00	\$ 1,000.00
TOTAL BID					\$ 5,222,777.00



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	August 20, 2019	Project Title:	MCKINLEY AVENUE SEWER REHABILITATION
Total Contract Value:	\$5,222,777.00	Project Number:	2017-22 / L17-5498

Section I: Prime Contractor Information

Prime Contractor: SAK Construction, LLC

Address: 864 Hoff Road
O'Fallon, MO 63366

Phone: 636.385.1000

Contact Person: Boyd Hirtz

Email: bidcippc@sakcon.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Tele Scan Inc	Non-MBE	\$196,332.00	3.8%	Cleaning / CCTV Inspection
Midas Companies	Non-MBE	\$136,681.60	2.6%	Manhole Rehabilitation
Luka Company Inc	Non-MBE	\$333,902.00	6.4%	Excavations
Totals		\$666,915.60	12.8%	
If more subcontractors are utilized, please copy this form and attach the additional information.				

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
David Mason & Associates	Cleaning / CCTV Inspection	Not Competitive
Kim Construction Company Inc	Manhole Rehabilitation	Not Competitive

Section III Continued: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
* * * Please see attached Good Faith Documentation * * *		

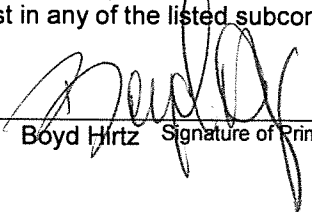
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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


Boyd Hirtz Signature of Prime Contractor Vice President

August 19, 2019
Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise Participation Waiver Request

Date:	August 20, 2019	Project Title:	MCKINLEY AVENUE SEWER REHABILITATION
		Project Number:	2017-22 / L17-5498

Prime Contractor: SAK Construction, LLC

Address: 864 Hoff Road
O'Fallon, MO 63366

Phone: 636.385.1000

Contact Person: Boyd Hirtz

Email: bidcippc@sakcon.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. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item) <i>Please see attached Good Faith documentation.</i>
☐	No subcontracting opportunities exist. (Attach explanation)
☐	The award of subcontract(s) is impracticable. (Attach explanation)
☒	Other – (State reason and attach explanation) <i>Please see attached letter of explanation.</i>

Boyd Hirtz
Boyd Hirtz Signature of Prime Contractor Vice President

August 19, 2019
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:

[Signature]

Public Works Director

8-20-19

Date



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

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

Re: City of Decatur, IL – McKinley Avenue Sewer Rehabilitation Project
City Project 2017-22 / IEPA Loan L17-5498
SAK DBE Participation Explanation

Mr. Matt Newell:

SAK solicited DBE (Disadvantaged Business Enterprise) subcontractors for the McKinley Avenue Sewer Rehabilitation Project (City Project 2017-22) our good faith effort documentation is attached. The subcontracting opportunities available on this project included cleaning/CCTV inspection of sanitary sewers, manhole rehabilitation, and manhole/structure modification and construction. There are a limited number of qualified MWBE subcontractors that perform these types of specialty work.

For the cleaning and CCTV inspection of sanitary sewers we received two quotes. One was received from David Mason & Associates, an MBE contractor based in St. Louis, MO. The other was from TeleScan, Inc., a non-MBE contractor based in Decatur, IL. TeleScan was the lowest bid of the two contractors, therefore SAK used TeleScan in preparing our bid.

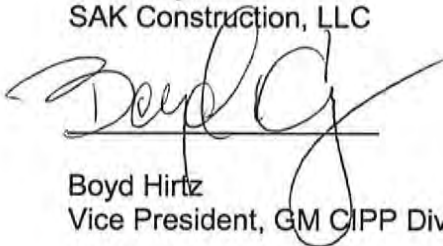
For the manhole rehabilitation, SAK received three quotes. One from Kim Construction Company, a certified DBE/WBE out of Steger, IL. Kim Construction, although a qualified contractor, submitted the highest of three quotes and was therefore not used on this project. The other two quotes were from non-MWBE companies. The lowest bid was from MIDAS company out of Winchester, IN.

For the manhole/structure modification and construction, SAK received only one quote from Luka Company, a local, non-MBE contractor based out of Weldon, IL.

SAK used the most competitive pricing for each scope of work subcontracted, all of which are competent contractors.

Please contact us if you have any questions or would like to discuss further. We look forward to working with the City of Decatur on another sewer lining project.

Sincerely,
SAK Construction, LLC



Boyd Hirtz
Vice President, GM CIPP Division



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:	August 20, 2019	Project Title:	MCKINLEY AVENUE SEWER REHABILITATION
Total Contract Value:	\$5,222,777.00	Project Number:	2017-22 / L17-5498

Section I: MBE Subcontractor Information

Subcontractor: Luther's Supply, LLC

Address: 4135 Shreve Ave
St. Louis, MO 63115

Phone: 314-385-6499

Contact Person: Amber Boykins / Luther Boykins

Email: luthersupply@yahoo.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Cured in Place Pipe Resin	\$645,975.00	12.4%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
	Boyd Hirtz
Title	Date
Vice President	8-19-19

Subcontractor Signature	Print
	Luther P. Boykins
Title	Date
Member	8-19-19

NON-COLLUSION AFFIDAVIT

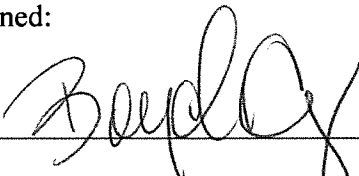
RETURN WITH BID

STATE OF Missouri

COUNTY OF St. Charles

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

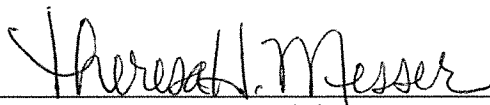
Signed:


Title: Boyd Hirtz, Vice President

Subscribed and sworn to before me this 19th day of August, 2019.



THERESA H. MESSER
My Commission Expires
March 30, 2023
St. Charles County
Commission #15634377


Theresa H. Messer, Notary Public

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

Bidder Certification
In Compliance with Article 33 E to the
"Criminal Code of 1961"

RETURN WITH BID

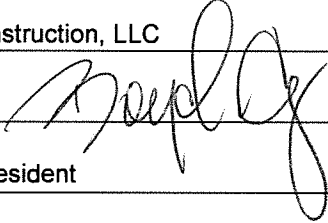
I, Boyd Hirtz, do hereby certify that:
Name

1. I am Vice President of SAK Construction, LLC
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961."

Name of Firm SAK Construction, LLC

Signature 

Title Boyd Hirtz, Vice President

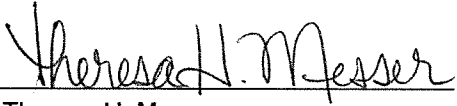
Date August 19, 2019

LLC
Corporate Seal (where appropriate)

On this 19th day of August, 2019, before me appeared (Name)
Boyd Hirtz, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) SAK Construction, LLC to execute the affidavit and did so as his or her free act and deed.



THERESA H. MESSER
My Commission Expires
March 30, 2023
St. Charles County
Commission #15634377

Notary Public 

Theresa H. Messer

EPA Project Control #: L17-5498

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

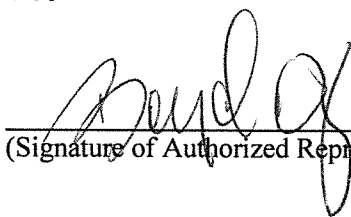
The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public 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.
- (c) Are not presently indicted 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 (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Boyd Hirtz, Vice President of SAK Construction, LLC

(Typed Name & Title of Authorized Representative)



/ August 19, 2019

(Signature of Authorized Representative)

(Date)

☐ I am unable to certify the above statements. My explanation is attached.

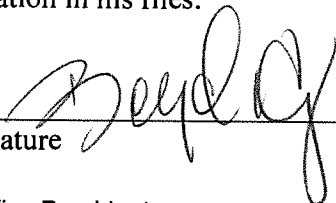
EPA FORM 5700-49 (11-88)

U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature



August 19, 2019

Date

Boyd Hirtz, Vice President

Name and Title of Signer (Please Type)

SAK Construction, LLC

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Bidder Certification Regarding the Use of American Iron and Steel Products

Boyd Hirtz, do hereby certify that:
Name

1 I am Vice President (title) of the Limited Liability Company (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.

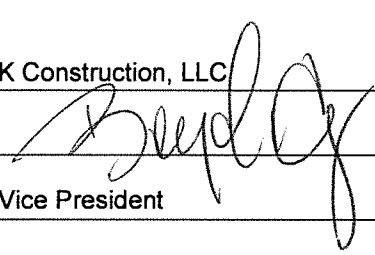
2 This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.

3 This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.

4 This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

5 I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm SAK Construction, LLC

Signature 

Title Boyd Hirtz, Vice President

Date August 19, 2019

^{LLC}
~~Corporate~~ Seal (where appropriate)

Bidder Certification Regarding the Use of American Iron and Steel Products**Use of American Iron and Steel**

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the 'Administrator') finds that--

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Bidder Certification Regarding the Use of American Iron and Steel Products

Requirement Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76_ first included an "American Iron and Steel (AIS)" The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: http://water.epa.gov/grants_funding/aisrequirement.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings; Manhole Covers;
- Municipal Castings (defined in more detail below); Hydrants;
- Tanks; Flanges;
- Pipe clamps and restraints; Valves;
- Structural steel (defined in more detail below); Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

Bidder Certification Regarding the Use of American Iron and Steel Products

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;	Drainage Greates, Frames and Curb Inlets;
Ballast Screen;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square and Rectangular;	Meter Boxes;
Cast Iron Riser Rings;	Service Boxes;
Catch Basin Inlet;	Steel Hinged Hatches, Square & Rectangular;
Cleanout/Monument Boxes;	Steel Riser Rings;
Construction Covers and Frames;	Trash receptacles;
Curb and Corner Guards;	Tree Grates;
Curb Openings;	Tree Guards;
Detectable Warning Plates;	Trench Grates; and
Downspout Shoes (Boot, Inlet);	Valve Boxes, Covers and Riser

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel." This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handing systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

Bidder Certification Regarding the Use of American Iron and Steel Products

Recordkeeping for Iron and Steel Products: Documenting the Country of Origin for Iron and Steel Products for Loan Programs

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were made in the USA”.

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>.

Bidder Certification Regarding the Use of American Iron and Steel Products

Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

Subject: American Iron and Steel Step Certification for Project xxx (***Identify Project Here***)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location: (City and State must be included).

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

EXHIBIT A

SPECIAL CONDITIONS
McKinley Ave. Sewer Rehabilitation
City of Decatur, Illinois
City Project 2017-22 / IEPA Loan L17-5498

**Illinois Environmental Protection Agency**

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

**Disadvantaged Business Enterprise (DBE) Program
DBE Form #1 - Contractor Certification**

(To be completed by all Prime Contractors)

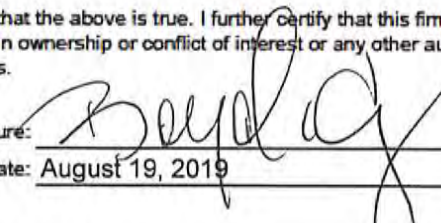
Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☒ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

Name of DBE	Address	Phone	Reason for Non-Utilization
David Mason & Assoc.	800 S Vandeventer St. Louis, MO 63110	314-534-1030	Not Competitive
Kim Construction Co Inc	3142 Holeman Steger, IL 60475	708-754-1181	Not Competitive

- ☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

Signature: 

Date: August 19, 2019

Name: Boyd Hirtz

Title: Vice President

Company: SAK Construction, LLC

DBE-1 Rev. 5/2017

Contractor Certification

EXHIBIT A

SPECIAL CONDITIONS
McKinley Ave. Sewer Rehabilitation
 City of Decatur, Illinois
 City Project 2017-22 / IEPA Loan L17-5498



Illinois Environmental Protection Agency

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Disadvantaged Business Enterprise (DBE) Program DBE Form #3 - Subcontractor Utilization

(Only complete this form if DBE subcontractors or sub-consultants will be working on the project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name Luther's Supply, LLC		Project Name McKinley Avenue Sewer Rehabilitation	
Contact Person's Name & Title Amber Boykins / Luther Boykins			
Address 4135 Shreve Ave, St. Louis, MO 63115			
Telephone 314-385-6499		Email luthersupply@yahoo.com	
DBE Certified By St. Clair County, Lambert		Select One: ☒ MBE ☐ WBE ☐ SBE ☐ DBE	
Prime Contractor Name SAK Construction, LLC			
Type of Work to be Performed Cured in Place Pipe Resin		Cost Estimate of Work \$645,975.00	

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature 		Printed Name Boyd Hirtz	
Date 8-19-19		Title Vice President	
Subcontractor Signature 		Printed Name Luther P. Boykins	
Date 8-19-19		Title Member	



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Disadvantaged Business Enterprise (DBE) Program DBE Form #4 - Bidders List

(Only complete this form if DBE subcontractors or sub-consultants will be working on the project)

Company Name & Contact Person	Address	Phone Number with area code	Email	Proposed Work (supplies, paint, etc)	DBE Status
Luther's Supply, LLC Amber Boykins	4135 Shreve Ave St. Louis, MO 63115	314-385-6499	luthersupply@yahoo.com	CIPP Resin	☒ MBE ☐ WBE ☐ SBE ☐ DBE ☒ Check if hired
					☐ MBE ☐ WBE ☐ SBE ☐ DBE ☐ Check if hired
					☐ MBE ☐ WBE ☐ SBE ☐ DBE ☐ Check if hired
					☐ MBE ☐ WBE ☐ SBE ☐ DBE ☐ Check if hired

DBE-4 Rev. 5/2017

Bidders List

EXHIBIT A

SPECIAL CONDITIONS
McKinley Ave. Sewer Rehabilitation
City of Decatur, Illinois
City Project 2017-22 / IEPA Loan L17-5498

An Recognition of Certification

as a

Minority Business Enterprise

THIS CERTIFICATE IS PRESENTED TO

LUTHER'S SUPPLY, LLC

ON THIS

THIRTEENTH DAY OF MAY 2015

GRANTED BY



**St. Clair County
Intergovernmental Grants Department**

19 Public Square, Suite 200, Belleville, Illinois 62220

Christina Anderson, CD Program Coordinator



Lambert - St. Louis International Airport

P.O. BOX 10212 • ST. LOUIS , MISSOURI 63145-0212 • U.S.A.

Phone: (314) 426-8111 • Fax: (314) 890-1305 • Website: www.flystl.com



8/31/2016

Luther Boykins
Luther's Supply, LLC
4135 Shreve Ave.
St. Louis, MO 63115

RE: Receipt of Annual No Change for City of St. Louis Local M/WBE Program

Dear Luther Boykins:

The Business Diversity Development office acknowledges receipt of your No Change Affidavit, Contact Update form, and a copy of the most recently filed company tax returns.

Based on a review of your documentation, it has been determined that your firm remains eligible since the documents indicate there are no apparent changes which impact its certification status. Should this information change, you must notify the Business Diversity Development office, in writing, within 30 days of the change.

Please note that you are required to submit a No Change Affidavit every year on your anniversary date. The Business Diversity Development office will send you a No Change Affidavit form approximately 30 days prior to that date. This form can also be downloaded from our website at www.flystl.com/BusinessDiversity.

We are pleased to have you in the local M/WBE Program and wish you success in acquiring work. If you have any questions, please contact the Business Diversity Development office at 314-426-8111.

Sincerely,

A handwritten signature in black ink that reads "Jackie Taylor".

Jackie Taylor
Certification Manager

CITY OF DECATUR, ILLINOIS
MCKINLEY AVENUE SEWER REHABILITATION

IEPA LOAN NO. L17-5498

CITY PROJECT 2017-22

ADDENDUM NUMBER 1
DATED: July 25, 2019

All prospective Bidders for the City of Decatur – McKinley Avenue Sewer Rehabilitation Project are directed to the following additions and/or modifications to the advertised Bidding Documents, Contract Documents, Special Conditions, Special Provisions, Technical Specifications and Construction Plans.

Addendum Number 1 consists of 3 pages and the following:

Attachment 1: Revised Bid Proposal Form – Pages 29 - 32.

ITEM	PROJECT MANUAL SECTION and/or PLAN SHEET(s)	DESCRIPTION
1	ADVERTISEMENT FOR BIDS, page 5 – TIME AND PLACE OF OPENING BIDS:	Revise the first sentence to read as follows: Sealed proposals for the improvement described herein will be received at the City Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until 10:30 AM, local time on Tuesday, August 20, 2019 , and thereafter publicly opened and read.
2	BID PROPOSAL – RETURN WITH BID, pages 29 - 32.	Replace pages 29 - 32 of Project Manual with the attached four pages.
3	Special Provision No. 3 – Structure Rehabilitation, Page 181	Revise the second sentence of Special Provision Section 3.03 (b) to read as follows: Acceptable products are MasterFlow 928 by BASF, NS Grout by Euclid Chemical; Sika Grout 212 by Sika Corporation; Dura Seal RM by DuraSeal, LLC; or approved equal.
4	Special Provision 7 – Spot Grouting, page 184.	Replace Special Provision paragraph 7.04 with the following: Measurement and Payment. This work shall be paid for at the contract price per each for SPOT GROUTING, which shall include up to four grout injection holes and up to 0.75 gallons of grout per inch of nominal sewer pipe diameter.
5	Special Provision 8 – Spot Repair, page 185.	Replace Special Provision paragraph 8.04 with the following: Measurement and Payment. This work shall be paid for at the contract price per each for SPOT REPAIR, which shall include repair areas of up to 9 square feet; and up to 0.50 gallons of grout per inch of nominal

		sewer pipe diameter per lineal foot of the repair section as measured in the direction of flow.
6	Special Provision 14 – Pipe Connection Repair	Add the following Special Provision: 14.01 Scope. This work shall consist of furnishing all equipment, labor and materials necessary for eliminating infiltration from pipe connections of 24" diameter and less to sewer pipes by the application of chemical sealing materials (grout) and hydraulic cement. 14.02 General. The contractor shall drill grout injection holes at the interface between the main sewer pipe and the connecting pipe. The injection holes shall extend beyond the wall of the main sewer. The Contractor shall inject grout through the holes under pressure with a suitable probe. The injection pressure shall not cause damage to the sewer main or the connecting pipe. Grout shall be introduced through the lowest holes first, and the procedure repeated until the connection to the main sewer is externally sealed with grout. Grout materials shall be as specified in Technical Specification 6, <i>Chemical Sealing Materials</i>. After completion of the grouting process, the Contractor shall hand pack any voids between the outer pipe wall and the main sewer with a non-shrink hydraulic cement. 14.03 This work must be completed prior to installation of a pipe lining system. 14.04 Measurement and Payment. This work shall be paid for at the contract unit price per each for PIPE CONNECTION REPAIR, 12" AND LESS; or PIPE CONNECTION REPAIR, OVER 12", and shall include up to 0.75 gallons of grout per inch diameter of the connecting pipe.
7	Technical Specification No. 4 – Cured In Place Pipe Liner, page 233.	Revise fourth sentence of Specification Section 4.09 (a) to read as follows: Materials, installation, and cleanup will not be measured for payment.
8	Technical Specification No. 5 – Fiber Reinforced Shotcrete, page 235	Add the following to Technical Specification Section 5.06 (d) as follows: (4) DuraSeal CA by DuraSeal, LLC.
9	Plan Sheet No. 16	Revise Note 2 to read as follows: NO inversion shall be made from MH's 7-1 and 7-2 for CIPP installation. Contractor's Traffic Control Plan submittal shall satisfactorily address maintaining access to Decatur Memorial Hospital and all surrounding entrances.

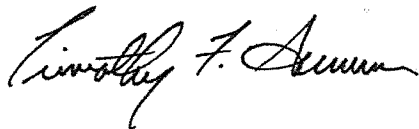
10	Plan Sheet No. 17	Revise Note 2 to read as follows: NO inversion shall be made from MH's 7-16, 7-17 and 7-34 for CIPP installation. Contractor's Traffic Control Plan submittal shall satisfactorily address maintaining access to Decatur Memorial Hospital and all surrounding entrances.
11	Plan Sheet No. 18	Revise Note 2 to read as follows: NO inversion shall be made from MH's 7-34 and 7-46 for CIPP installation. Contractor's Traffic Control Plan submittal shall satisfactorily address maintaining access to all surrounding entrances.
12	Plan Sheet No. 19	Revise Note 2 to read as follows: NO inversion shall be made from MH's 4-41 and 4-43 for CIPP installation. Contractor's Traffic Control Plan submittal shall satisfactorily address maintaining access to all surrounding entrances.
13	Plan Sheet No. 20	Revise Note 2 to read as follows: NO inversion shall be made from MH 4-43 for CIPP installation. Contractor's Traffic Control Plan submittal shall satisfactorily address maintaining access to all surrounding entrances.

Whenever this addendum conflicts with the advertised Bidding Documents, Contract Documents, Specifications and Construction Plans dated May 2019, this addendum shall govern.

END OF ADDENDUM NUMBER 1

Except as modified herein, all provisions remain in full force and effect.

Sincerely,
Crawford, Murphy & Tilly, Inc.



Timothy F. Sumner, PE



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SAK CONSTRUCTION, LLC
864 Hoff Road
O'Fallon, MO 63366

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183

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

OWNER:

(Name, legal status and address)

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

Mail Notices To:

Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of the Amount Bid ----- dollars (\$ 10% of Amount Bid)

PROJECT: City Project 2017-22, McKinley Avenue Sewer Rehabilitation

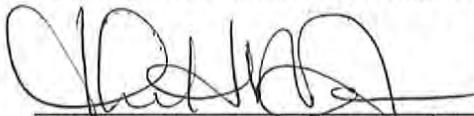
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

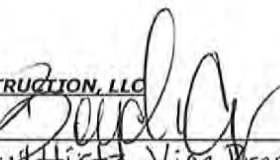
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

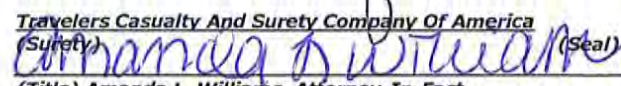
Signed and sealed this 20th day of August, 2019.


(Witness) Theresa H. Messer, Witness


(Witness) Donna Robson, Witness

SAK CONSTRUCTION, LLC
(Principal)  (Seal)

(Title) Boyd Hirtz, Vice President

Travelers Casualty And Surety Company Of America
(Surety)  (Seal)

(Title) Amanda L. Williams, Attorney-In-Fact

ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF Missouri)
COUNTY OF St. Charles)

ON THE 20th DAY OF August, 2019, BEFORE ME
PERSONALLY APPEARED Boyd Hirtz TO ME KNOWN AND
KNOWN TO ME TO BE THE Vice President OF SAK Construction, LLC,
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED
LIABILITY COMPANY.



THERESA H. MESSER
My Commission Expires
March 30, 2023
St. Charles County
Commission #15634377

Theresa H. Messer
Notary Public

State of Missouri
County of St. Louis

On 8/20/2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Amanda L. Williams known to me to be Attorney-in-Fact of

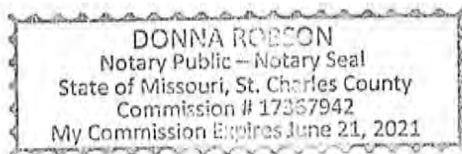
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Donna Robson, Notary Public



My Commission Expires: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Amanda L. Williams**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetraault
Marie C. Tetraault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20** day of **August**, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2018

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 36,728,596	UNEARNED PREMIUMS	\$ 979,007,378
BONDS	3,507,432,239	LOSSES	750,995,504
STOCKS	294,199,598	LOSS ADJUSTMENT EXPENSES	166,673,871
INVESTMENT INCOME DUE AND ACCRUED	36,287,129	COMMISSIONS	45,866,584
OTHER INVESTED ASSETS	3,507,839	TAXES, LICENSES AND FEES	14,584,663
PREMIUM BALANCES	250,478,792	OTHER EXPENSES	43,858,534
NET DEFERRED TAX ASSET	48,781,239	CURRENT FEDERAL AND FOREIGN INCOME TAXES	10,143,037
REINSURANCE RECOVERABLE	29,278,755	REMITTANCES AND ITEMS NOT ALLOCATED	21,277,153
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	14,277,262	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	30,289,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	27,613,266	RETROACTIVE REINSURANCE RESERVE ASSUMED	810,360
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,488	POLICYHOLDER DIVIDENDS	10,410,755
OTHER ASSETS	4,936,229	PROVISION FOR REINSURANCE	7,641,356
		ADVANCE PREMIUM	1,608,777
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	868,002
		PAYABLE FOR SECURITIES LENDING	14,277,262
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,469,976
		OTHER ACCRUED EXPENSES AND LIABILITIES	335,489
		TOTAL LIABILITIES	\$ 2,145,120,254
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,670,943,418
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,111,227,178
TOTAL ASSETS	\$ 4,256,347,432	TOTAL LIABILITIES & SURPLUS	\$ 4,256,347,432

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

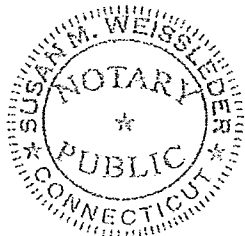
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2018.

Michael J. Doody
VICE PRESIDENT, FINANCE

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF MARCH, 2019





SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

DEMONSTRATION OF GOOD FAITH EFFORT

It is the policy of SAK to provide all MBEs and WBEs an equal opportunity to participate in the performance of all SAK contracts. SAK assists agencies in implementing this policy by taking all reasonable steps to ensure that all qualified business enterprises including MBEs and DBEs have an equal opportunity to compete for and participate in agency contracts. SAK strives to meet all MBEs and DBEs goals for every agency that SAK contracts with.

The following good faith efforts were performed for the City of Decatur, IL: McKinley Avenue Sewer Rehabilitation project:

- 1) SAK provided written notice by email of its interest in receiving quotes for the City of Decatur, IL: McKinley Avenue Sewer Rehabilitation project (see Attachment A)
- 2) List of MBE and WBE subcontractors who were contacted (see Attachment B)
- 3) SAK documented efforts to follow-up initial solicitation of subcontractors (see Attachment B)
- 4) Copy of Constant Contact Email Solicitation (see Attachment C)
- 5) Constant Contact Email Statistics Report (see Attachments D.1 – D.3)
 - a. Opened Emails
 - b. Unopened Emails
 - c. Bounced Emails
- 6) SAK posted the written notice on the Small Business Administration web portal (see Attachment E)
- 7) SAK posted the written notice in the Herald & Review newspaper (see Attachment F)



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

July 2, 2019

RE: City of Decatur, IL
McKinley Avenue Sewer Rehabilitation

Dear Contractor:

SAK Construction, LLC is seeking Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for the City of Decatur, IL: McKinley Avenue Sewer Rehabilitation Project. The project bids on Tuesday, August 6, 2019 at 10:30 AM local time. All negotiations must be completed by August 5, 2019.

Subcontracting Opportunities include but are not limited to:

1. Sewer Cleaning and CCTV Inspection
2. Excavation of Manholes for Rehab Access
3. Manhole Casting and Lid Replacement
4. Manhole Rehab – Fiber Reinforced Shotcrete
5. Remove and Replace Steps in Manholes
6. Repair Pipe Entries in Manholes with Grout
7. Miscellaneous Manhole Repairs
8. Concrete and Asphalt Restoration
9. Traffic Control and Protection
10. Bypass Pumping

If your firm is interested in seeking this opportunity, please advise.

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

Plans and Specifications are also available for viewing at the following locations:

www.decaturblue.com
Plans & Portals
Public Projects
DFS Public Plan Room

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

Please contact Tom Qualls at (636) 385-1000 x1031 or by fax at (636) 385-1100 to discuss this subcontracting opportunity.

Respectfully,

Theresa Messer
SAK Construction, LLC
bidcippc@sakcon.com

Firm	Address1	City	State	Contact	Phone	Email	Specialty	Solicitation Sent	Follow-Up
Barricade Lites, Inc.	1490 Jeffrey Dr.	Addison	IL	Charles R. Vazquez	630-627-6163	jlv@barricadelites.com	Traffic Control	07/02/19	NO BID PER EMAIL FROM SCOTT
Cabo Construction Corp.	1270 S. Kosmer Ave.	Chicago	IL	Francisco Cabello	773-521-2226	frankcabello@caboconstructioncorp.com	237110 - General Contractor, Sewer and Water; 237310 - C	07/02/19	No answer
CPMH Construction Inc.	3129 S. Shields	Chicago	IL	Conrado Perez	773-457-2952	conrad@cpmhconstruction.com	NAICS 238140 Masonry Contractors NAICS 237110 Sewer c	07/02/19	Out of Territory
David Mason & Associates, Inc.	800 S. Vandeventer Ave.	St. Louis	MO	Spencer Mason	314-534-1030	smason@davidmason.com	Cleaning / CCTV Inspection	07/02/19	Received Quote.
Harrington Site Services Company	3800 W. 128th Place	Alsip	IL	Charlotte Harrington	708-239-0671	ch.harrington@gondigo.com	237110 - Sewer and Water Construction; 238220 - Plumbin	07/02/19	Voicemail
J & J Boring, Inc.	41 Cardinal Hill Road	Winfield	MO	Jennifer Bouquet	636-566-6766	jennifer@jborring.com	Cleaning / CCTV Inspection	07/02/19	Too busy
J.S.R. Enterprises, Inc.	4931 W. 173RD St. Unit D	COUNTRY CLUB HILLS	IL	Jerry Roberts	708-206-1800	roberts@jstent.com	NAICS 237110 Storm sewer construction NAICS 237110 WA	07/02/19	Message with Secretary
Kato Development, Inc.	415 S. William St.	Mt. Prospect	IL	Karen Barba	847-222-9662	karen@katoconstruction.com	237110 - Installation, Underground Water Main, Sewer Ma	07/02/19	Follow up email
Kee Construction, LLC	11002 South Whipple St.	Chicago	IL	GRETA KEMANEN	773-809-3118	info@kee2010.com	NAICS 237110 Water and Sewer Line and Related Structure	07/02/19	Follow up email
Kim Construction company Inc	3162 Holeman	Steger	IL	Kim Yallow	708-754-1181	info@kimconstruction.com	237110 - MISC SEWER INSTALLATION & REHABILITATION; 2	07/02/19	Received Quote.
Martinez Underground, Inc.	12 Gallean Ct.	Grays Lake	IL	Adolfo Martinez	[847] 543-1415	mtug@abglobal.net	NAICS 236115 Construction management, single-family bui	07/02/19	Voicemail Full
MBL Construction LLC	19051 Springfield Ave.	Flossmoor	IL	Marci L. Smith	708-860-6209	mbconstruction1@gmail.com	237110 - MISC SEWER MAINTENANCE & REHABILITATION;	07/02/19	Out of Service
MFD Construction Co.	101 S. Addison Rd., Unit 3	Addison	IL	Sonia Delatorre	[630] 782-0145	mfdconstruction@yahoo.com	236720 Commercial and Institutional Building Construction	07/02/19	Follow up email
Millhouse Engineering and Construction Inc	333 S Wabash Ave	Chicago	IL	Wilbur C. Millhouse	312-987-0061	millhouse@millhouseinc.com	237110 - Sewer Main, Pipe and Connection, Construction;	07/02/19	Voicemail
Millennium Contracting Corporation	1841 S. Calumet Avenue #120	Chicago	IL	Eric Chung	312-878-7567	echung@millic.net	237110 - Site Utility Construction; 237310 - Road Construct	07/02/19	Voicemail
Northwest General Contractors, Inc.	795 Roosevelt Rd. - Bldg. 6 - 5	Glenn Ellyn	IL	Omar Ali	773-617-2391	omar.ali@nwgcc.net	237110 - MISC SEWER/WATER MAINTENANCE; MISC: SEW	07/02/19	Follow up email to Pat Meyer
Phoenix Corporation of the Quad Cities	P. O. Box 445	Rapid City	IL	Marjorie DeCap	[309] 523-3687	marjorie@phoenixcorp.org	237110 - Water and Sewer Line and Related Structures Con	07/02/19	Does not do Sub work
R.M. Chin & Associates Inc.	500 W 118TH ST STE 200	CHICAGO	IL	Eileen Chin	312-595-2000	elient@rmchin.com	NAICS 23622 Commercial and Institutional Building Constr	07/02/19	Voicemail
Sachl Construction, Inc.	444 Lee Street	Des Plaines	IL	Rohit Patel	847-806-3600	rohit@sachlconstruction.com	236720- CONSTRUCTION MANAGEMENT, COMMERCIAL AI	07/02/19	Follow up email
Sewertech Services, Inc.	1400 Hannah Ave.	Forest Park	IL	Radames DeJesus	[312] 733-4500	rsantos@sewer-tech.com	237110 - DEWATERING AND BYPASS PUMPING; MISC: SEW	07/02/19	Voicemail
Terrell Materials Corporation	10600 W. Higgins Rd., Ste. 304	Rosemont	IL	Patrick C. Terrell	[847] 635-8530	pterrell@terrellmaterials.com	Traffic Control	07/02/19	Follow up email
Toppert Jetting Service, Inc.	P. O. Box 438	East Moline	IL	Debra J. Hansen Toppert	[309] 755-0600	debt@toppert.com		07/02/19	Voicemail
Viridian Enterprises, Inc.	3810 West Addison Street	Chicago	IL	Ernest Estela	773-799-9693	ernie@viridianinc.net		07/02/19	Voicemail
Work Zone Safety, Inc.	17051 Gaylord Rd.	Crest Hill	IL	Pam Ackerman	815-834-0429	pam@workzonesafetyinc.com		07/02/19	Follow up email

From: [Douglas Woerz](#)
To: [Theresa Messer](#)
Subject: FW: Your campaign City of Decatur, IL - McKinley Avenue Sewer Rehabilitation has been sent
Date: Tuesday, July 2, 2019 3:05:56 PM

From: Constant Contact
Sent: Tuesday, July 2, 2019 3:05:42 PM (UTC-06:00) Central Time (US & Canada)
To: Douglas Woerz
Subject: Your campaign City of Decatur, IL - McKinley Avenue Sewer Rehabilitation has been sent

CAUTION: This message originated from outside of the organization. Use caution when opening links or attachments unless you recognize the sender and know the content is safe.



Dear SAK Construction,

Your campaign '**City of Decatur, IL - McKinley Avenue Sewer Rehabilitation**' was sent on 7/2/2019 around 4:05 PM EDT.

Below is a copy of the message your subscribers received. See how your campaign is doing by visiting Reports [in your account](#) to get real-time results and stats.

Subject: City of Decatur, IL - McKinley Avenue Sewer Rehabilitation



SAK Construction Announcement

ATTENTION DISADVANTAGED BUSINESS ENTERPRISES (DBE)

SAK Construction, LLC is seeking Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for the City of Decatur, IL: McKinley Avenue Sewer Rehabilitation Project. The project bids on Tuesday, August 6, 2019 at 10:30 AM local time. All negotiations must be completed by August 5, 2019.

Subcontracting Opportunities include but are not limited to:

1. Sewer Cleaning and CCTV Inspection
2. Excavation of Manholes for Rehab Access
3. Manhole Casting and Lid Replacement
4. Manhole Rehab - Fiber Reinforced Shotcrete
5. Remove and Replace Steps in Manholes

6. Repair Pipe Entries in Manholes with Grout
7. Miscellaneous Manhole Repairs
8. Concrete and Asphalt Restoration
9. Traffic Control and Protection
10. Bypass Pumping

If your firm is interested in seeking this opportunity, please advise.

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

Plans and Specifications are also available for viewing at the following locations:

www.decaturlblue.com

Plans & Portals

Public Projects

DFS Public Plan Room

City of Decatur

Engineering Division

#1 Gary K. Anderson Plaza

Decatur, Illinois 62523

Please contact Tom Qualls at (636) 385-1000 x1031 or by fax at (636) 385-1100 to discuss this subcontracting opportunity.

SAK Construction, LLC
www.sakcon.com
636.385.1000

SAK Construction, LLC, 864 Hoff Road, O'Fallon, MO 63366

[SafeUnsubscribe™ dwoerz@sakcon.com](mailto:SafeUnsubscribe%20dwoerz@sakcon.com)

[Forward this email](#) | [Update Profile](#) | [About our service provider](#)

Sent by bidcippc@sakcon.com in collaboration with

**SAK Construction**

Email Statistics

8/16/2019

Email Name: City of Decatur, IL - McKinley Avenue Sewer Rehabilitation

Template: - My Image I

Lists: Decatur, IL (updated 07.02.19)

Email Run History

Sending Type	Sent	Run Date	Status
Original Send	24	7/2/2019	Successfully Sent

Email Stats

Sent	Bounces	Spam Reports	Unsubscribes	Opens	Clicks	Forwards
24	12.5% (3)	0	0	42.9% (9)	0	0

Click-through Stats

Email Link	Unique Click-throughs	Click-through Distribution
http://www.sakcon.com	0	0.0%
Total Click-throughs	0	0%

Social Stats

Page Views	Share	Send	Like	Twitter	LinkedIn	(Other)
0	0	0	0	0	0	0



City of Decatur, IL - McKinley Avenue Sewer Rehabilitation

SENT Tue, Jul 2, 2019

Search

24%
OPENS AVG.19%
INDUSTRY AVG.

9 item(s)

Actions ▾

Export All

Unique Opens ▾

Opened ▾

☐	Name	Email Address	Date/Time
☐		mtzug@sbcglobal.net	Thu, Jul 11, 2019 at 10:23 AM CDT
☐		info@kimconstruction.com	Tue, Jul 9, 2019 at 11:16 AM CDT
☐		marged@phoenixcorp.org	Fri, Jul 5, 2019 at 10:58 AM CDT
☐		deb@toppert.com	Wed, Jul 3, 2019 at 2:31 PM CDT
☐		conrad@cpmhconstruction.com	Wed, Jul 3, 2019 at 12:54 PM CDT
☐		pam@workzonesafetyinc.com	Wed, Jul 3, 2019 at 12:09 PM CDT
☐		mb1construction1@gmail.com	Wed, Jul 3, 2019 at 9:34 AM CDT
☐		sroberts@jsrent.com	Tue, Jul 2, 2019 at 3:44 PM CDT
☐		eileenc@rmchin.com	Tue, Jul 2, 2019 at 3:08 PM CDT
☐	Name	Email Address	Date/Time

< Page 1 of 1 >

Show 50 ▾

[Have Feedback?](#)



City of Decatur, IL - McKinley Avenue Sewer Rehabilitation

SENT Tue, Jul 2, 2019

**76%**
DID NOT OPEN AVG.**74%**

INDUSTRY AVG.

12 item(s)

Actions ▾

Export All

Did Not Open ▾

☐	Name	Email Address
☐		jennifer@jjboring.com
☐		mfdconstruction@yahoo.com
☐		ernie@viridianinc.net
☐		wmilhouse@milhouseinc.com
☐		pterrell@terrellmaterials.com
☐	Spencer Mason	smason@davidmason.com
☐		info@kee2010.com
☐		frankcabello@caboconstructioncorp.com
☐		cb.harrington@gondign.com
☐		karen@katcodevelopment.com
☐		echung@millcc.net
☐		rohit@sachiconstruction.com
☐	Name	Email Address

< Page 1 of 1 >

Show 50 ▾

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City of Decatur, IL - McKinley Avenue Sewer Rehabilitation

SENT Tue, Jul 2, 2019

Search

12%
BOUNCE AVG.7%
INDUSTRY AVG.

3 item(s)

Actions ▼

Export All

All types ▼

Bounced ▼

☐	Name	Email Address	Bounce Type
☐		jhv@barricadelites.com	Other
☐		omar.ali@nwgc.net	Suspended
☐		isantos@sewer-tech.com	Suspended
☐	Name	Email Address	Bounce Type

< Page 1 of 1 >

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Edit Solicitation

This Solicitation has been posted successfully. Click List of Sol/NSS below to choose another function.

Note: Fields with asterisk are required fields.

This field can be edited.

*Business Name: SAK CONSTRUCTION, LLC

*Solicitation : SOL-DECATUR, IL - MCKINLEY AVE.

Division/Department: SEWER REHAB

*What Type of Business are you looking for? (Check all that apply.)

To add, edit and delete Business Types please email Subnet@SBA.gov

- ☒ Women-Owned Small Business
- ☒ Disadvantaged Business Enterprise (DBE)
- ☐ Small Business with Top Secret Security Clearance/Sensitive Compartmented Information (TS/SCI)
- ☐ Small Business with Top Secret Security Clearance (TS)
- ☐ Small Business with Secret Security Clearance (SC)
- ☒ Small Business (SB)
- ☐ SBA Certified HUBZone Small Business (HUBZone SB)
- ☐ SBA Certified 8a Program Participant
- ☒ Small Disadvantaged Business (SDB)
- ☒ Women-Owned Small Business under the SBA Women-Owned Small Business Program
- ☒ Economically Disadvantaged Women Owned Small Business
- ☒ Veteran-Owned Small Business (VOSB)
- ☒ Service-Disabled Veteran-Owned Small Business (SDVOSB)
- ☒ Alaskan Native Corporations (ANC) and Indian Tribe
- ☒ Tribally Owned
- ☒ Native Hawaiian Org (NHO) Owned
- ☒ Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program
- ☐ Women-Owned Small Business Joint Venture
- ☐ Economically Disadvantaged Women-Owned Small Business Joint Venture
- Select All

*NAICS Code: 237110 Enter or Look up

Water and Sewer Line and Related Structures Construction

Additional NAICS Code: Enter or Look up

Please click the "Look Up" link to add and enter an additional NAICS or Cut and Paste the NAICS in the Additional NAICS field below

Additional NAICS List:

*Brief Solicitation Description (50 words):

Brief Description will display in search results. Add an attachment by clicking the Next button below.

SAK Construction, LLC is seeking Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for the City of Decatur, IL: McKinley Avenue Sewer Rehabilitation Project. The project bids on Tuesday, August 6, 2019 at 10:30 AM local time. All negotiations must be completed by August 5, 2019.

Words: 42

*Solicitation POC

*First Name: Theresa

*Last Name: Messer

*Preferred Means of Communication:

☐ Phone ☒ Email ☐ Both

Phone: 636-385-1000

Ext: 1000

Fax: 636-385-1100

Email: biddppo@sakcon.com

*Place of Performance:

☐ Hawaii
☐ Iowa
☐ Idaho
☒ Illinois

*State:

☐ Charleston
☐ Chicago
☐ Danville
☒ Decatur

Metro Area:

Note: If you select more than one state, you can not select a Metropolitan Area. However, if you select one state you can add a Metropolitan Area and duplicate the solicitation to add more states with the Metropolitan Area.

This is the estimated date when the work will begin

Performance Start Date--> Mandatory for Solicitation/ Non-Mandatory for NSS

*Performance Start Date:

09/30/2019 (mm/dd/yyyy)

*Closing Date:

(Not more than a year from today.)

*Date: 08/06/2019 (mm/dd/yyyy)

*Time: 10:30 AM PM

*Time Zone: Central Time

Attached Files:

/Decatur, IL - McKinley Ave. Sewer Rehab - REQ.pdf

Delete

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

SAK Construction LLC

864 Hoff Road
O'Fallon, MO 63366

ORDER NUMBER 49896

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

49896
NOTICE
SAK Construction, LLC; 864 Hoff Road, O'Fallon, MO 63366; 636.385.1000 is seeking disadvantaged businesses enterprises (DBE) for the City of Decatur, IL's McKinley Avenue Sewer Rehabilitation Project, IEPA Loan Number L17-5329. The project bids on August 6, 2019 at 10:30 AM. Subcontractor opportunities are in the following areas: Sewer Cleaning and CCTV Inspection; Excavation of Manholes for Rehab Access; Manhole Casting and Lid Replacement; Manhole Rehab - Fiber Reinforced Shotcrete; Remove and Replace Steps in Manholes; Repair Pipe Entries in Manholes with Grout; Miscellaneous Manhole Repairs; Concrete and Asphalt Restoration; Traffic Control and Protection; and Bypass Pumping. All disadvantaged businesses should contact, IN WRITING (certified letter, return receipt requested), Tom Qualls to discuss the subcontracting opportunities. All negotiations must be completed prior to bid opening on August 6, 2019. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, IL 62523, (217) 423-7589, www.decaturlblue.com. Please contact Tom Qualls (636-385-1000) with questions.

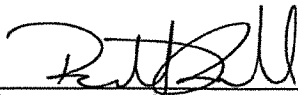
Section: Legals

Category: 0997 Legal Outside

PUBLISHED ON: 07/04/2019

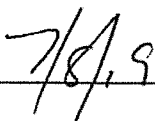
TOTAL AD COST: 87.74

FILED ON: 7/8/2019



By

Date





SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 tel/
636.385.1100 fax

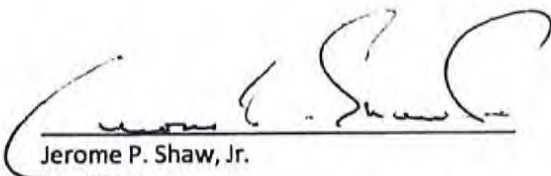
864 Hoff Road
O'Fallon, MO 63366

www.sakcon.com

April 1, 2019

To Whom It May Concern:

Boyd Hirtz, Vice President and General Manager of our CIPP Division is hereby authorized to sign bids, extend offers, submit proposals and execute contracts on behalf of SAK Construction, LLC.

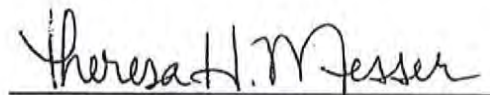


Jerome P. Shaw, Jr.
President
SAK Construction, LLC

State of Missouri)

County of St. Charles)

On this 1st day of April, in the year 2019, before me, Theresa H. Messer, a notary public, personally appeared, Jerome P. Shaw, Jr. proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.



NOTARY PUBLIC



THERESA H. MESSER
My Commission Expires
March 30, 2023
St. Charles County
Commission #15634377

SEAL

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MANAGER OF
SAK CONSTRUCTION, LLC**

Pursuant to Section 5.3 of the Operating Agreement of SAK Construction, LLC, a Missouri limited liability company (the "Company"), the undersigned, being the sole manager of the Company, hereby adopts the following resolutions for the Company and consents to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the managers of the Company at a meeting duly held on the date hereof:

RESOLVED, that the following individuals are hereby elected as officers of the Company, to hold the offices set forth opposite their respective names below for the ensuing year or until their successors are duly elected and shall have qualified, unless sooner removed by the Manager:

Thomas Kalishman	Chairman and Chief Executive Officer
Jerome P. Shaw, Jr.	President
Boyd Hirtz	Vice President
Roger Archibald	Chief Financial Officer, Secretary and Treasurer
Steve Stulce	Assistant Secretary and Assistant Treasurer

RESOLVED FURTHER, that any and all action heretofore taken, and any and all things heretofore done, by any director of the Company in connection with, or with respect to, the matters referred to in the foregoing Resolutions be and hereby are confirmed as authorized and valid acts taken on behalf of the Company.

RESOLVED FURTHER, that the foregoing resolutions shall replace and supersede any and all prior resolutions appointing officers of the Company.

Dated as of January 1, 2012.


Jerome P. Shaw, Jr.

BEING THE SOLE MANAGER OF THE COMPANY

4.5. **Contributed Property.** The Members agree that the fair market value of the Contributed Property on the date of its Contribution will be equal to five hundred thousand dollars (\$500,000.00). In the event the IRS disagrees with such determination of fair market value by the Members, the Company will make such curative allocations of income and distributions to the Members as are necessary to achieve the same results as if such fair market value had been respected by the IRS.

4.6. **Third-Party Creditor.** A Member's obligation to make a Contribution is not enforceable by a third-party creditor of the Company.

5. **Management of the Company.**

5.1. **Manager.**

5.1.1. **Management of the Company.** The management of the Company is vested in the Manager. Except as set forth in this Agreement, the Manager is the agent of the Company for the purpose of its ordinary business and affairs, and has complete authority over and exclusive control and management of the day-to-day affairs of the Company without the affirmative vote, approval or consent of any of the Members. The act of the Manager for carrying on the business of the Company in the usual way and in the ordinary course binds the Company. In connection with such management, the Manager may employ on behalf of the Company or on behalf of any Subsidiary any other Person to perform services for the Company, including the Manager, Members or Affiliates of any Member or Affiliates of the Manager. In furtherance of carrying on the business of the Company, the Manager may, subject to Section 5.2, do the following and bind the Company:

5.1.1.1. enter into and perform Contractual Obligations of any kind necessary or desirable to the Company's or any Subsidiary's business;

5.1.1.2. establish, maintain, deposit in and withdraw from checking, savings, custodial and other accounts in the name of the Company in such banks, trust companies or other financial institutions as the Manager may from time to time select;

5.1.1.3. execute any notifications, statements, reports, returns or other filings that are necessary or desirable to be filed with any Governmental Authority;

5.1.1.4. borrow money and incur Debt on behalf of the Company or of any Subsidiary on a nonrecourse basis to the Members and secure the same with the Company's or any Subsidiary's property, including borrowing from Members, the Manager, Affiliates of Members and Affiliates of the Manager;

5.1.1.5. take such actions and execute such documents as may be required in connection with any loan agreement, mortgage, note, bond, indemnity, security agreement, escrow, bank letter of credit or other evidence of indebtedness which may be required in connection with Debt incurred by the Company or by any Subsidiary;

5.1.1.6. establish reasonable reserve funds from revenues derived from the Company's or any Subsidiary's operations to provide for future requirements of the Company's or any Subsidiary's business;

5.1.1.7. form, organize, acquire, sell, dispose of, reorganize or liquidate a Subsidiary;

5.1.1.8. prepare the Budget for each Fiscal Year and any amendments thereto;

5.1.1.9. prepare the Business Plan from time to time, and any amendments thereto;

5.1.1.24. sell, exchange, lease, license, mortgage, pledge or transfer all or substantially all or less than substantially all of the assets of the Company or of any Subsidiary either in or other than in the ordinary course of its business;

5.1.1.25. dissolve and wind up the Company;

5.1.1.26. pay all fees, compensation and reimbursements to the Manager and his Affiliates as provided for herein;

5.1.1.27. amend this Agreement or the Articles of Organization;

5.1.1.28. change the name of the Company at any time; and

5.1.1.29. take any and all actions (whether described above or not) and engage in any kind of activity and perform and carry out all functions of any kind necessary to or in connection with the business of the Company or of any Subsidiary and exercise all rights and remedies of the Company or of any Subsidiary in connection with any of the foregoing.

5.1.2. Appointment of the Manager. The initial Manager is Jerome P. Shaw, Jr. Any Manager other than the initial Manager is to be appointed by the Investor Member. The Manager may, but need not be, a Member.

5.1.3. Term of the Manager. Jerome P. Shaw, Jr. will serve as the initial and sole Manager until such time as an Event of Withdrawal occurs with respect to him. Any Manager, other than the initial Manager, is to be appointed for a term of two years and occupies such position for the term for which he is elected and until his successor has been elected and qualified or until he resigns as Manager or dies or becomes incapacitated or, if he is a Member, until the occurrence of an Event of Withdrawal with respect to him or until his removal hereunder, whichever first occurs. A Manager may be reappointed for an unlimited number of terms.

5.1.4. Resignation of the Manager. A Manager may resign as Manager at any time for any reason. Any such resignation must be in writing and must be delivered to the Investor Member. A resignation is effective upon such delivery.

5.1.5. Removal of the Manager. A Manager may be removed as Manager at any time, with or without cause, by the Investor Member.

5.1.6. Vacancies. In the case of a vacancy in the position of Manager for one of the reasons set forth above, the Investor Member is to fill such vacancy.

5.1.7. Meetings With Investor Member Representative. The Investor Member shall appoint an Investor Member Representative. The initial Investor Member Representative is Thomas Kalishman. The Manager shall schedule quarterly meetings with the Investor Member Representative at which the Manager shall report on the financial performance of the Company and such other Company matters as the Investor Member Representative may request. The Company shall reimburse the Investor Member Representative for travel, lodging and other expenses incurred by him on behalf of the Company or in connection with the business of the Company.

5.1.8. Optional Board of Managers. The Investor Member may at any time, in the sole and absolute discretion of the Investor Member, elect to vest the management of the Company in a Board of Managers. If the Investor Member makes such an election, the Investor Member shall have the right and authority to determine the size of the Board of Managers, appoint persons to serve as members of the Board of Managers, establish quorum and voting requirements, and set any and all rules pertaining to meetings of the Board of Managers. All members of the Board of Managers shall serve at the pleasure of the Investor Member and may be removed by the Investor Member at any time with or without cause. If the Investor Member elects to vest management of the Company in a Board of Managers, all references



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

AUGUST 22, 2007

0231104-6

C T CORPORATION SYSTEM
208 SO LASALLE ST, SUITE 814
CHICAGO, IL 60604-1101

RE SAK CONSTRUCTION, LLC

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND AN APPROVED APPLICATION OF ADMISSION.

THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

MANY SERVICES ARE NOW AVAILABLE ON-LINE AT WWW.CYBERDRIVEILLINOIS.COM. AMONG OTHER SERVICES AT THIS SITE, YOU MAY CHECK THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE PREVIOUS PARAGRAPH.

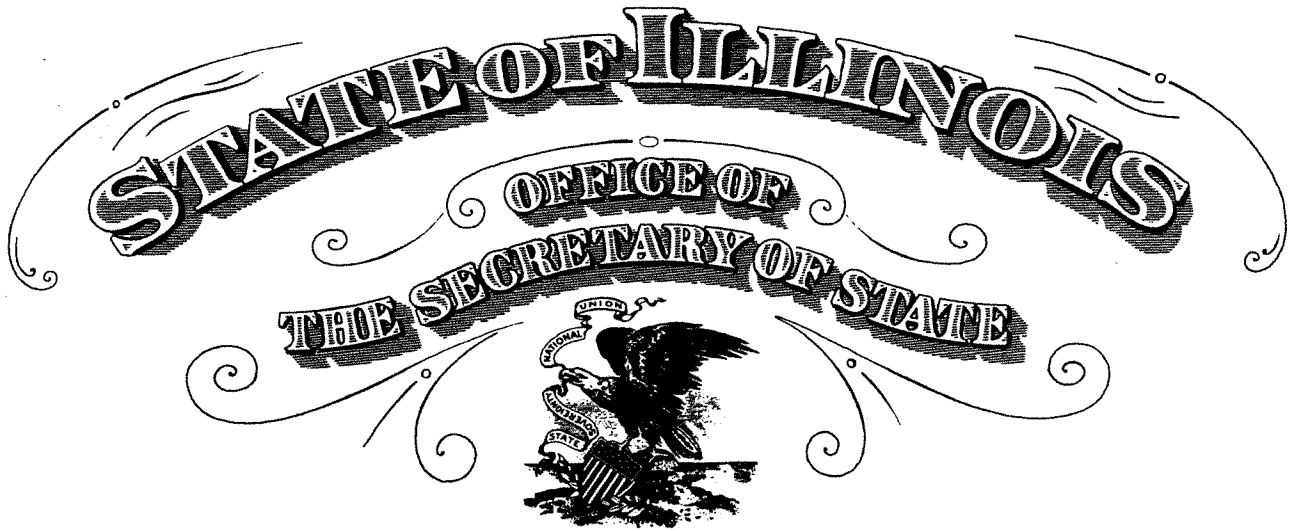
SINCERELY YOURS,

A handwritten signature in black ink that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
TELEPHONE (217)524-8008

JW:LLC



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SAK CONSTRUCTION, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 22, 2007, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of NOVEMBER A.D. 2015 .

Jesse White

SECRETARY OF STATE



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

Notification of Change in Participation

Date:		Project Title:	MCKINLEY AVENUE SEWER REHABILITATION
		Project Number:	2017-22 / L17-5498

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:		Project Title:	MCKINLEY AVENUE SEWER REHABILITATION
Total Contract Value:		Project Number:	2017-22 / L17-5498

Section I: MBE Subcontractor Information

Subcontractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Estimated Work

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

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
Title	Date

Subcontractor Signature	Print
Title	Date



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

Final Subcontractor Participation Documentation

Date:		Project Title:	MCKINLEY AVENUE SEWER REHABILITATION	
Total Contract Value:		Project Number:	2017-22 / L17-5498	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

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

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2019, by and between the City of Decatur, Illinois, hereinafter called "Owner", and SAK Construction, LLC, hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"MCKINLEY AVENUE SEWER REHABILITATION, IEPA LOAN NO. 117-5498, CITY PROJECT 2017-22"**, all in strict accordance with the Contract Documents, including any and all Addenda, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. Working Days are in effect for this project in accordance with Section 108 of the Illinois Department of Transportation's *Standard Specifications for Road and Bridge Construction*, except that a working day shall be defined as follows: any calendar day except Saturdays, Sundays, or legal holidays observed by the Contractor's entire work force in Illinois. Work shall be completed in **three hundred seventy (370) Working Days**.
5. The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with Section 365.620(c) of Title 35 of the Illinois Administrative Code.
6. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.620(c) of Title 35 of the Illinois Administrative Code (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives

CONTRACT

shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

7. The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
9. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Technical Specifications
Performance Bond	Supplemental Specifications
Addenda No. 1, July 25, 2019	Appendix(s)

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

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

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

CONTRACT

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

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

10. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

SAK CONSTRUCTION, LLC

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project McKinley Avenue Sewer Rehabilitation

Project Number 2017-22

We, SAK Construction, LLC

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

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Five Million Two Hundred Twenty-Two Thousand Seven Hundred Seventy-Seven Dollars and 00/100-----

_____ Dollars (\$5,222,777), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

SAK Construction, LLC
(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

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

Attest: _____
City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

City Clerk

Julie Moore Wolfe, Mayor

NOTICE OF INTENT TO AWARD

To: _____

**Project Description: MCKINLEY AVENUE SEWER REHABILITATION
 CITY PROJECT 2017-22
 L17-5498**

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$_____.

You will be required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within 15 calendar days from the date of the final Notice to be sent to you upon IEPA approval.

Dated this _____ day of _____, 2019

.

CITY OF DECATUR

OWNER

By: _____

Title: _____

NOTICE OF AWARD

TO:

Project Description: **MCKINLEY AVENUE SEWER REHABILITATION
CITY PROJECT 2017-22
L17-5498**

The **OWNER** has considered the **BIDS** submitted by you for the above described **WORK** in response to its Advertisement for Bids dated _____, and Instructions to Bidders.

You are hereby notified that your **BIDS** have been accepted for items in the amount of \$_____ at a meeting of the City Council on _____.

You are required by the Instructions to Bidders to furnish the required **CONTRACTOR'S PERFORMANCE and PAYMENT BONDS** and certificates of insurance within 15 calendar days from the date of this Notice to you.

If you fail to furnish said **BONDS** within 15 days from the date of this Notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER'S** acceptance of your **BID** as abandoned and as a forfeiture of your **BID BOND**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**.

Dated this _____ day of _____, 2019.

CITY OF DECATUR
OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 2019.

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____

PROJECT:

**MCKINLEY AVENUE SEWER REHABILITATION
CITY PROJECT 2017-22
L17-5498**

In accordance with the Agreement dated _____, you are hereby notified to commence WORK on or before _____ and you are to complete the **WORK** within _____ working days from date to commence. The date of completion of all **WORK** is therefore _____.

CITY OF DECATUR
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged
by _____,
this the _____ day of
_____, 2019.

By _____
Title _____



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

Change Order

IEPA Loan Project Version

Date: _____ Project: MCKINLEY AVENUE SEWER REHABILITATION

Request No. _____ ☐ Final Project Number: 2017-22, L17-5498

Contractor: _____

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 _____
Project Manager Date

Accepted _____
Contractor Date

Approved _____
Public Works Director

_____ Date

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year <u>7.6%</u>	Insert goals for each year <u>6.9%</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the **State of Illinois, County of Macon, City of Decatur.**

*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

**Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS
GOALS FOR MINORITY PARTICIPATION**

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.1	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazewell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

41 CFR 60

60-4.1 Scope and Application.

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The *Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)* shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in

excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)).

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of

\$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The

Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in

which has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontractor(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT,
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP,
LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

(Contractor or Subcontractor)

Date: _____

Project Name: McKinley Avenue Sewer Rehabilitation				Engineer's Estimate City Engineering Division		SAK Construction 864 Hoff Rd. O'Fallon, MO 63366		Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, MO 63005		Lanzo Trenchless Technologies 28137 Groesbeck Highway Roseville, MI 48066		Michels Corporation 814 W. Main St. Brownsville, WI 53006		Spiniello Companies 354 Eisenhower Pkwy Livingston, NJ 07039		IPR Great Lakes, LLC 4086 Michigan Avenue Detroit, MI 48210	
Project Number: 2017-22						PH: 636.385.1034 FAX: 636.385.1100 bidcipp@sakcon.com		PH: 314.409.5069 FAX: 636.898.5094 gpatton@aeqion.com		PH: 954.979.0802 FAX: 954.979.9897 estimating@lanzo.org		PH: 503.364.1199 FAX: 503.391.8317 dphelps@michels.us		PH: 973.808.8383 FAX: 973.251.9712 estimating@spinielloco.com		PH: 678.607.2161 ex. 90363 Bjacobson@teamipr.com	
Bid Date: 8/20/19						Theresa Messer		Greg Patton		James Tilli		David Phelps		Marlena Lawrence		Brandi Jacobson	
Time: 10:30 a.m.																	
Fund:																	
Organization Code:																	
Object Code:																	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LSUM	\$270,000.00	\$270,000.00	\$69,300.00	\$69,300.00	\$310,000.00	\$310,000.00	\$480,000.00	\$480,000.00	\$342,500.00	\$342,500.00	\$244,000.00	\$244,000.00	\$175,000.00	\$175,000.00
2	SEWER CLEANING, 60" AND OVER	6,657	FEET	\$30.47	\$202,838.79	\$18.00	\$119,826.00	\$25.00	\$166,425.00	\$40.00	\$266,280.00	\$15.00	\$99,855.00	\$58.00	\$386,106.00	\$19.00	\$126,483.00
3	SEWER CLEANING, 48" TO LESS THAN 60"	1,578	FEET	\$27.32	\$43,110.96	\$13.00	\$20,514.00	\$23.00	\$36,294.00	\$33.00	\$52,074.00	\$12.00	\$18,936.00	\$45.00	\$71,010.00	\$15.00	\$23,670.00
4	SEWER CLEANING, LESS THAN 48"	3,774	FEET	\$27.32	\$103,105.68	\$12.00	\$45,288.00	\$22.00	\$83,028.00	\$31.00	\$116,994.00	\$11.00	\$41,514.00	\$26.00	\$98,124.00	\$14.00	\$52,836.00
5	CURED-IN-PLACE PIPELINER, 72"	3,180	FEET	\$613.00	\$1,949,340.00	\$446.00	\$1,418,280.00	\$540.00	\$1,717,200.00	\$580.00	\$1,844,400.00	\$585.00	\$1,860,300.00	\$540.00	\$1,717,200.00	\$531.00	\$1,688,580.00
6	CURED-IN-PLACE PIPELINER, 69"	417	FEET	\$551.00	\$229,767.00	\$445.00	\$185,565.00	\$465.00	\$193,905.00	\$660.00	\$275,220.00	\$670.00	\$279,390.00	\$470.00	\$195,990.00	\$567.00	\$236,439.00
7	CURED-IN-PLACE PIPELINER, 68"	454	FEET	\$543.00	\$246,522.00	\$444.00	\$201,576.00	\$365.00	\$165,710.00	\$635.00	\$288,290.00	\$715.00	\$324,610.00	\$470.00	\$213,380.00	\$548.00	\$248,792.00
8	CURED-IN-PLACE PIPELINER, 60"	2,606	FEET	\$479.00	\$1,248,274.00	\$377.00	\$982,462.00	\$373.00	\$972,038.00	\$410.00	\$1,068,460.00	\$419.00	\$1,091,914.00	\$470.00	\$1,224,820.00	\$527.00	\$1,373,362.00
9	CURED-IN-PLACE PIPELINER, 57"	276	FEET	\$450.00	\$124,200.00	\$306.00	\$84,456.00	\$310.00	\$85,560.00	\$630.00	\$173,880.00	\$390.00	\$107,640.00	\$350.00	\$96,600.00	\$476.00	\$131,376.00
10	CURED-IN-PLACE PIPELINER, 54"	914	FEET	\$392.00	\$358,288.00	\$304.00	\$277,856.00	\$264.00	\$241,296.00	\$840.00	\$767,760.00	\$464.00	\$424,096.00	\$350.00	\$319,900.00	\$408.00	\$372,912.00
11	CURED-IN-PLACE PIPELINER, 48"	388	FEET	\$292.00	\$113,296.00	\$261.00	\$101,268.00	\$215.00	\$83,420.00	\$435.00	\$168,780.00	\$225.00	\$87,300.00	\$260.00	\$100,880.00	\$350.00	\$135,800.00
12	CURED-IN-PLACE PIPELINER, 42"	1,850	FEET	\$253.00	\$468,050.00	\$218.00	\$403,300.00	\$180.00	\$333,000.00	\$345.00	\$638,250.00	\$230.00	\$425,500.00	\$230.00	\$425,500.00	\$338.00	\$625,300.00
13	CURED-IN-PLACE PIPELINER, 40"	972	FEET	\$250.00	\$243,000.00	\$217.00	\$210,924.00	\$185.00	\$179,820.00	\$350.00	\$340,200.00	\$118.00	\$114,696.00	\$220.00	\$213,840.00	\$305.00	\$296,460.00
14	CURED-IN-PLACE PIPELINER, 36"	814	FEET	\$250.00	\$203,500.00	\$184.00	\$149,776.00	\$170.00	\$138,380.00	\$335.00	\$272,690.00	\$138.00	\$112,332.00	\$180.00	\$146,520.00	\$270.00	\$219,780.00
15	CURED-IN-PLACE PIPELINER, 34"	138	FEET	\$250.00	\$34,500.00	\$219.00	\$30,222.00	\$225.00	\$31,050.00	\$740.00	\$102,120.00	\$215.00	\$29,670.00	\$120.00	\$16,560.00	\$308.00	\$42,504.00
16	END SEAL, 72"	18	EACH	\$1,421.00	\$25,578.00	\$990.00	\$17,820.00	\$1,100.00	\$19,800.00	\$1,686.00	\$30,348.00	\$981.00	\$17,658.00	\$1,300.00	\$23,400.00	\$1,165.00	\$20,970.00
17	END SEAL, 69"	6	EACH	\$3,150.00	\$18,900.00	\$990.00	\$5,940.00	\$1,055.00	\$6,330.00	\$1,633.00	\$9,798.00	\$942.00	\$5,652.00	\$1,300.00	\$7,800.00	\$1,165.00	\$6,990.00
18	END SEAL, 68"	4	EACH	\$1,250.00	\$5,000.00	\$990.00	\$3,960.00	\$1,055.00	\$4,220.00	\$1,633.00	\$6,532.00	\$929.00	\$3,716.00	\$1,200.00	\$4,800.00	\$1,165.00	\$4,660.00
19	END SEAL, 60"	18	EACH	\$1,217.00	\$21,906.00	\$825.00	\$14,850.00	\$920.00	\$16,560.00	\$1,484.00	\$26,712.00	\$819.00	\$14,742.00	\$1,100.00	\$19,800.00	\$975.00	\$17,550.00
20	END SEAL, 57"	2	EACH	\$1,117.00	\$2,234.00	\$825.00	\$1,650.00	\$820.00	\$1,640.00	\$1,633.00	\$3,266.00	\$819.00	\$1,638.00	\$1,100.00	\$2,200.00	\$975.00	\$1,950.00
21	END SEAL, 54"	6	EACH	\$1,072.00	\$6,432.00	\$740.00	\$4,440.00	\$525.00	\$3,150.00	\$1,372.00	\$8,232.00	\$736.00	\$4,416.00	\$950.00	\$5,700.00	\$875.00	\$5,250.00
22	END SEAL, 48"	4	EACH	\$902.00	\$3,608.00	\$525.00	\$2,100.00	\$450.00	\$1,800.00	\$1,088.00	\$4,352.00	\$522.00	\$2,088.00	\$670.00	\$2,680.00	\$620.00	\$2,480.00
23	END SEAL, 42"	18	EACH	\$774.00	\$13,932.00	\$480.00	\$8,640.00	\$435.00	\$7,830.00	\$1,039.00	\$18,702.00	\$480.00	\$8,640.00	\$620.00	\$11,160.00	\$570.00	\$10,260.00
24	END SEAL, 40"	6	EACH	\$758.00	\$4,548.00	\$480.00	\$2,880.00	\$435.00	\$2,610.00	\$1,039.00	\$6,234.00	\$480.00	\$2,880.00	\$620.00	\$3,720.00	\$570.00	\$3,420.00
25	END SEAL, 36"	6	EACH	\$683.00	\$4,098.00	\$415.00	\$2,490.00	\$350.00	\$2,100.00	\$957.00	\$5,742.00	\$412.00	\$2,472.00	\$530.00	\$3,180.00	\$490.00	\$2,940.00
26	END SEAL, 34"	2	EACH	\$668.00	\$1,336.00	\$415.00	\$830.00	\$350.00	\$700.00	\$957.00	\$1,914.00	\$412.00	\$824.00	\$530.00	\$1,060.00	\$490.00	\$980.00
27	LATERAL REINSTATEMENT	291	EACH	\$310.00	\$90,210.00	\$100.00	\$29,100.00	\$1.00	\$291.00	\$380.00	\$110,580.00	\$290.00	\$84,390.00	\$540.00	\$157,140.00	\$67.00	\$19,497.00
28	FIBER REINFORCED CALCIUM ALUMINATE SHOTCRETE, 1/2" (FLOOR & ROOF)	843	SQ FT	\$100.00	\$84,300.00	\$18.00	\$15,174.00	\$11.75	\$9,905.25	\$12.00	\$10,116.00	\$26.00	\$21,918.00	\$26.00	\$21,918.00	\$22.00	\$18,546.00
29	FIBER REINFORCED CALCIUM ALUMINATE SHOTCRETE, 1/2" (WALLS & BARREL)	875	SQ FT	\$100.00	\$87,500.00	\$18.00	\$15,750.00	\$11.75	\$10,281.25	\$12.00	\$10,500.00	\$25.00	\$21,875.00	\$26.00	\$22,750.00	\$22.00	\$19,250.00
30	FIBER REINFORCED CALCIUM ALUMINATE SHOTCRETE, 2" (VERTICAL)	3,037	SQ FT	\$33.00	\$100,221.00	\$24.00	\$72,888.00	\$20.00	\$60,740.00	\$20.00	\$60,740.00	\$41.00	\$124,517.00	\$47.00	\$142,739.00	\$29.00	\$88,0

Project Name: McKinley Avenue Sewer Rehabilitation Project Number: 2017-22 Bid Date: 8/20/19 Time: 10:30 a.m. Fund: Organization Code: Object Code:				Engineer's Estimate City Engineering Division		SAK Construction 864 Hoff Rd. O'Fallon, MO 63366 PH: 636.385.1034 FAX: 636.385.1100 bidcipp@sakcon.com Theresa Messer		Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, MO 63005 PH: 314.409.5069 FAX: 636.898.5094 gpatton@aegion.com Greg Patton		Lanzo Trenchless Technologies 28137 Groesbeck Highway Roseville, MI 48066 PH: 954.979.0802 FAX: 954.979.9897 estimating@lanzo.org James Tilli		Michels Corporation 814 W. Main St. Brownsville, WI 53006 PH: 503.364.1199 FAX: 503.391.8317 dphelps@michels.us David Phelps		Spiniello Companies 354 Eisenhower Pkwy Livingston, NJ 07039 PH: 973.808.8383 FAX: 973.251.9712 estimating@spinielloco.com Marlena Lawrence		IPR Great Lakes, LLC 4086 Michigan Avenue Detroit, MI 48210 PH: 678.607.2161 ex. 90363 bjacobson@teamipr.com Brandi Jacobson	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
61	MANHOLE 8-30	1	LSUM	\$5,000.00	\$5,000.00	\$81.00	\$81.00	\$1,900.00	\$1,900.00	\$2,768.00	\$2,768.00	\$2,768.00	\$2,768.00	\$390.00	\$390.00	\$2,350.00	\$2,350.00
62	STRUCTURE 8-31	1	LSUM	\$4,000.00	\$4,000.00	\$81.00	\$81.00	\$1,500.00	\$1,500.00	\$2,867.00	\$2,867.00	\$9,498.00	\$9,498.00	\$260.00	\$260.00	\$4,700.00	\$4,700.00
63	TRAFFIC CONTROL COMPLETE	1	LSUM	\$100,000.00	\$100,000.00	\$19,000.00	\$19,000.00	\$80,000.00	\$80,000.00	\$21,914.00	\$21,914.00	\$38,243.00	\$38,243.00	\$162,000.00	\$162,000.00	\$325,715.00	\$325,715.00
64	ALLOWANCE FOR RAILROAD EXPENSES	1	LSUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
65	MANHOLE 7-45	1	LSUM	\$2,000.00	\$2,000.00	\$81.00	\$81.00	\$2,700.00	\$2,700.00	\$5,092.00	\$5,092.00	\$2,937.00	\$2,937.00	\$720.00	\$720.00	\$5,080.00	\$5,080.00
66	MANHOLE 7-47	1	LSUM	\$2,000.00	\$2,000.00	\$146.00	\$146.00	\$2,700.00	\$2,700.00	\$4,380.00	\$4,380.00	\$4,988.00	\$4,988.00	\$720.00	\$720.00	\$3,530.00	\$3,530.00
67	MANHOLE 7-48	1	LSUM	\$2,000.00	\$2,000.00	\$81.00	\$81.00	\$2,500.00	\$2,500.00	\$3,372.00	\$3,372.00	\$4,988.00	\$4,988.00	\$660.00	\$660.00	\$3,015.00	\$3,015.00
68	MANHOLE 7-49	1	LSUM	\$2,000.00	\$2,000.00	\$81.00	\$81.00	\$1,900.00	\$1,900.00	\$3,083.00	\$3,083.00	\$2,362.00	\$2,362.00	\$460.00	\$460.00	\$2,385.00	\$2,385.00
69	MANHOLE 4-39	1	LSUM	\$2,000.00	\$2,000.00	\$81.00	\$81.00	\$1,900.00	\$1,900.00	\$3,072.00	\$3,072.00	\$2,768.00	\$2,768.00	\$460.00	\$460.00	\$2,355.00	\$2,355.00
70	MANHOLE 4-41	1	LSUM	\$2,000.00	\$2,000.00	\$146.00	\$146.00	\$1,700.00	\$1,700.00	\$3,030.00	\$3,030.00	\$5,395.00	\$5,395.00	\$390.00	\$390.00	\$2,265.00	\$2,265.00
71	MANHOLE 4-42	1	LSUM	\$2,000.00	\$2,000.00	\$66.00	\$66.00	\$1,800.00	\$1,800.00	\$3,135.00	\$3,135.00	\$4,717.00	\$4,717.00	\$390.00	\$390.00	\$2,500.00	\$2,500.00
72	MANHOLE 4-43	1	LSUM	\$2,000.00	\$2,000.00	\$81.00	\$81.00	\$2,200.00	\$2,200.00	\$3,346.00	\$3,346.00	\$4,277.00	\$4,277.00	\$590.00	\$590.00	\$2,950.00	\$2,950.00
73	TEMPORARY BYPASS FACILITIES	1	LSUM	\$800,000.00	\$800,000.00	\$438,400.00	\$438,400.00	\$65,000.00	\$65,000.00	\$400,000.00	\$400,000.00	\$2,000,895.00	\$2,000,895.00	\$1,850,000.00	\$1,850,000.00	\$2,585,000.00	\$2,585,000.00
74	SPOT GROUTING	25	EACH	\$3,500.00	\$87,500.00	\$225.00	\$5,625.00	\$1,100.00	\$27,500.00	\$2,025.00	\$50,625.00	\$669.00	\$16,725.00	\$4,300.00	\$107,500.00	\$155.00	\$3,875.00
75	SPOT REPAIR	25	EACH	\$3,500.00	\$87,500.00	\$300.00	\$7,500.00	\$1,700.00	\$42,500.00	\$3,030.00	\$75,750.00	\$1,116.00	\$27,900.00	\$4,300.00	\$107,500.00	\$155.00	\$3,875.00
76	PIPE CONNECTION REPAIR, 12" AND LESS	10	EACH	\$2,500.00	\$25,000.00	\$325.00	\$3,250.00	\$1,100.00	\$11,000.00	\$4,262.00	\$42,620.00	\$1,674.00	\$16,740.00	\$1,200.00	\$12,000.00	\$99.00	\$990.00
77	PIPE CONNECTION REPAIR, OVER 12"	5	EACH	\$5,000.00	\$25,000.00	\$351.00	\$1,755.00	\$1,700.00	\$8,500.00	\$5,148.00	\$25,740.00	\$2,061.00	\$10,305.00	\$3,400.00	\$17,000.00	\$106.00	\$530.00
78	SPOT GROUTING, SPOT REPAIR AND PIPE CONNECTION REPAIR - GROUT COVERAGE	50	GAL	\$500.00	\$25,000.00	\$20.00	\$1,000.00	\$115.00	\$5,750.00	\$83.00	\$4,150.00	\$26.00	\$1,300.00	\$93.00	\$4,650.00	\$68.00	\$3,400.00
TOTAL BIDS (AS CORRECTED)				\$7,798,976.83		\$5,222,777.00		\$5,467,516.50		\$8,111,122.00		\$8,262,733.00		\$8,485,255.00		\$9,213,948.50	
Percent Over Under ENGINEER'S ESTIMATE						-33.03%		-29.89%		4.00%		5.95%		62.47%		68.52%	


Paul E. Caswell, P.E., City Engineer


Date



August 23, 2019

Mr. Paul Caswell, PE - City Engineer
City of Decatur
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523-1196

Dear Mr. Caswell:

RE: McKinley Avenue Sewer Rehabilitation
IEPA Loan No. L17-5498
City of Decatur – Project 2017-22
Bids Evaluation and Recommendation

Six bids were received for the above referenced project and were opened on Tuesday, August 20, 2019, at 10:30 A.M. at City Hall. Bids were received from SAK Construction, LLC. of O'Fallon, MO; Insituform Technologies, LLC, of Chesterfield, MO; Lanzo Trenchless Technologies of Roseville, MI; Michels Corporation of Brownsville, WI; Spiniello Companies of Livingston, NJ and IPR Great Lakes, LLC of Detroit, MI. A copy of the tabulation of bids received is enclosed. The Engineers' Estimate for this work was \$7,798,976.83. The apparent low bid was from SAK Construction, LLC in the amount of \$5,222,777.00.

SAK Construction, LLC submitted the necessary documentation required by the Contract Documents, including the good faith effort. SAK Construction successfully completed the 7th Ward Sewer Rehabilitation project for the City in 2017. SAK Construction has successfully completed sewer rehabilitation projects across the United States for municipalities large and small. CMT is recommending the City of Decatur award Project 2017-22 to SAK Construction, LLC.

If the City agrees with our recommendation, please have the Mayor execute three copies of the enclosed Notice of Intent to Award. We appreciate the opportunity to assist you on this project. If you have any questions, please contact us.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

A handwritten signature in blue ink, reading "Timothy F. Sumner", is written over a light blue horizontal line.

Timothy F. Sumner, PE, CFM, CSM
Project Manager

enclosures

Crawford, Murphy & Tilly

Centered in Value

2750 W Washington Street Springfield, Illinois 62702 PHONE 217.787.8050 FAX 217.787.4183 cmtengr.com Engineers and Consultants

NOTICE OF INTENT TO AWARD

To: SAK CONSTRUCTION, LLC

864 HOFF ROAD

O'FALLON, MO 63366

Project Description: **McKINLEY AVENUE SEWER REHABILITATION
CITY PROJECT 2017-22
L17-5498**

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated **June 15, 2019** and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of **\$5,222,777.00.**

You will be required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within 15 calendar days from the date of the final Notice to be sent to you upon IEPA approval.

Dated this 3RD day of **SEPTEMBER, 2019.**

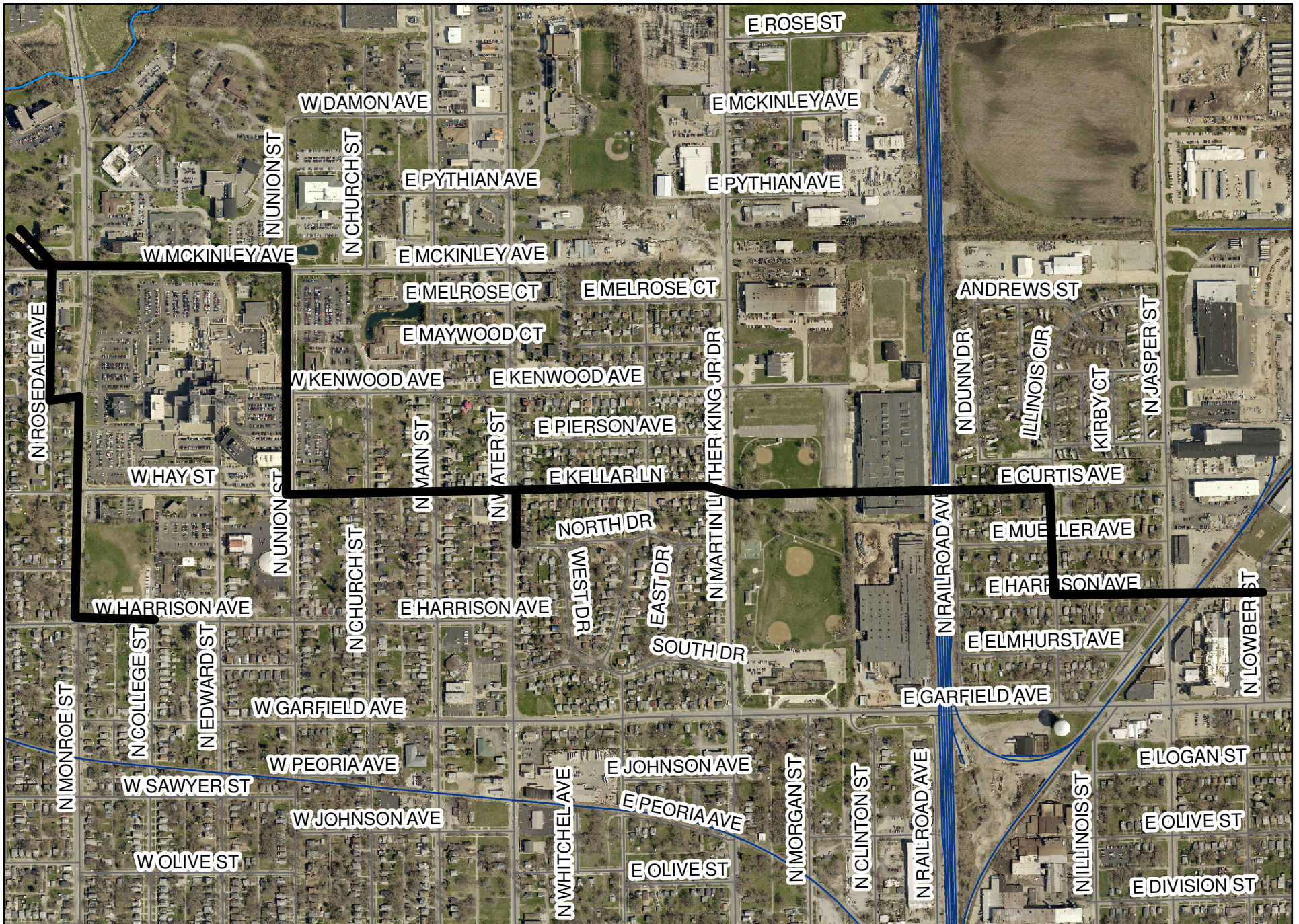
CITY OF DECATUR

OWNER

By: _____

Title: _____

McKINLEY SEWER



Public Works

DATE: 8/23/2019

MEMO: 2019-126

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services Inc, to Perform Bridge Repair Design Services for the West Mound Road Bridge over Stevens Creek,
SN 058-3062
City Project 2019-33

SUMMARY RECOMMENDATION: Please see attached Council Memorandum No. 2019-126 and attachments related to the West Mound Road over Stevens Creek and the Grove Road Bridge over Sand Creek Arm of Lake Decatur Improvements City Project 2019-33.

ATTACHMENTS:

Description	Type
Council Memo 2019-126	Cover Memo
Resolution Authorizing a Professional Engineering Services Agreement with AECOM for the West Mound Road Bridge	Resolution Letter

**PUBLIC WORKS MEMORANDUM
NO. 2019-126**

DATE: August 23, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services Inc, to Perform Bridge Repair Design Services for the West Mound Road Bridge over Stevens Creek, SN 058-3062
City Project 2019-33

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items:

1. Resolution authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services Inc (AECOM) to perform bridge repair design services for the West Mound Road Bridge over Stevens Creek, SN 058-3062, for a fee not to exceed \$29,990.
2. Resolution approving a preliminary engineering services agreement and appropriating \$29,990 in State Motor Fuel Tax (MFT) funds to perform bridge repair design services for the West Mound Road Bridge.
3. Resolution authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services Inc to perform bridge inspection services for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, SN 058-6010, for a fee not to exceed \$18,050
4. Resolution approving a preliminary engineering services agreement and appropriating \$18,050 in State Motor Fuel Tax (MFT) funds to perform bridge inspection services for the Grove Rd Bridge.

PRIOR COUNCIL ACTION:

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

Mound Road / Spring Creek (East) Bridge (Reconstructed in 2017)
Mound Road / Spring Creek (West) Bridge (Currently under construction)

Mound Road / Spring Creek (Middle) Bridge (Currently under construction)
Center Street / Stevens Creek Bridge
Meadowlark Bridge
Taylor Road Bridge (Currently being designed for replacement in 2020)
Grove Road Bridge
Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge
Country Club / Lake Decatur Bridge

BACKGROUND:

City staff conducts routine bridge inspections of 29 bridges throughout the City. Bridge inspections are completed within guidelines set by the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA). The routine inspections can lead to findings that require a more detailed review, structural analysis, and/or repair.

West Mound Road Bridge

During the inspection of the West Mound Road Bridge over Stevens Creek, significant spalling, delamination and cracking was found on the Northeast pier (see photo sheet in Appendix A), the pier has deteriorated significantly from previous inspections. Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the new findings produced a substructure rating of “5” (Fair Condition) on a scale of 0-9 (0=Required Closure, 9=New). While the overall condition of the West Mound Road Bridge is in good condition with new beams and deck being replaced in 2007. The piers need to be inspected and repaired to preserve the structure. The bridge is currently safe for traffic with no restrictions. The amount of pier repair is unknown until AECOM’s review is completed.

Grove Road Bridge

The Grove Road Bridge over the Sand Creek Arm of Lake Decatur has significant pack rust on the outer I-beams and a severely delaminated concrete deck. Inspections also found the rocker bearings to be over rotated (see photo sheet in Appendix A). Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the new findings of the superstructure produced a superstructure rating of “5” (Fair Condition) on a scale of 0-9 (0=Required Closure, 9=New). The bridge’s deck condition rating continues to be a 3 (Serious Condition). While the overall condition of the Grove Road Bridge is in fair condition and the bridge is currently safe for traffic with no restrictions, it is necessary to review and plan for rehabilitation or replacement of the structure in the future. The estimated cost and timing of required work is unknown pending AECOM’s review.

AECOM Technical Services

AECOM is a local engineering firm that specializes in bridge engineering. AECOM has completed many successful bridge projects for the City. Since AECOM is local and familiar with each structure, City staff approached them to perform these structure reviews.

Engineering Services Agreements

West Mound Road Pier Repair:

The design services are to prepare construction drawings and obtain approval from the Illinois Department of Transportation (IDOT) to perform the bridge construction work possibly in 2020. The Design Services Agreement will include the following services:

1. Perform surveys of the project site and existing conditions.
2. Determine structural repair areas.
3. Complete the designs for each bridge and prepare construction plans for bidding.
4. Prepare the project specifications with the bidding information required by IDOT.
5. Provide construction bidding assistance to the City as needed.

Grove Road Bridge Inspection:

The design services are to provide an abbreviated bridge condition report to allow for the City to budget future rehabilitation or replacement of the structure.

The proposed total fee is \$48,040, which will be paid with State Motor Fuel Tax funds.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: AECOM, Illinois Department of Transportation

LEGAL REVIEW: The agreements were approved by the Corporation Counsel on August 20, 2019.

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

SCHEDULE: DESIGN AND CONSTRUCTION:

Design work will begin upon approval of the agreement by the City Council.

West Mound Road Bridge: The design is to be completed by fall of 2019 for a late 2019 or early 2020 project letting. Repairs are planned to begin spring of 2020.

Grove Road Bridge: The bridge condition report will be completed late 2019 and be followed by a decision on next steps.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with AECOM is for \$48,040. Funding for this project is allocated in the State Motor Fuel Tax Fund.

Staffing Impact: Staff time is allocated to manage and review the specified bridge inspections.

This memorandum was prepared by Paul Caswell, P.E.

Attach: 3

Appendix A – Photo Log

West Mound Road Bridge



Delamination and spalling on north end of east pier.

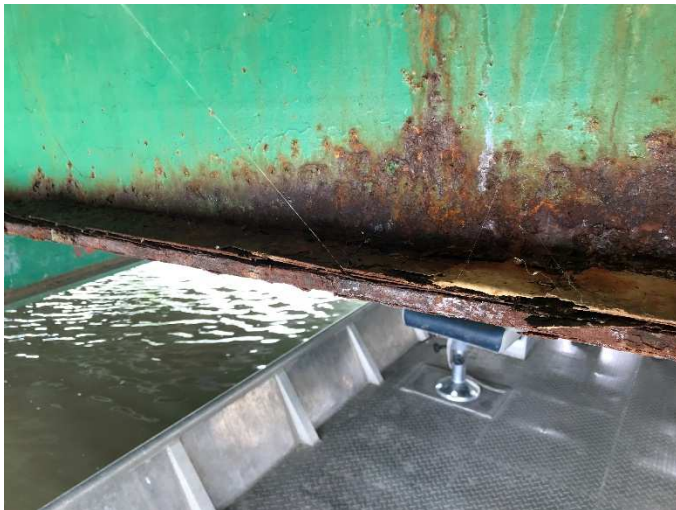
Grove Road Bridge



Pack rust on south beam near cross beam. Some rusting on cross beam



Spalling and cracking around scupper. Heavy pack rust on upper beam flange.



Pack rust from leaking deck. Minor section loss.



Rockers on West side appear to be over rotated.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. TO PREFORM
BRIDGE REPAIR DESIGN SERVICES FOR THE WEST MOUND ROAD BRIDGE
OVER STEVENS CREEK,
SN 058-3062
CITY PROJECT 2019-33**

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

Section 1. That the Agreement authorizing the professional engineering services to provide repair and design services for the West Mound Road Bridge over Stevens Creek, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and AECOM Technical Services, Inc. be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc. for a fee not to exceed \$29,990.

PRESENTED and ADOPTED this 3th day of September, 2019.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

FOR

W. MOUND RD. BRIDGE SUBSTRUCTURE REPAIR (SN 058-3062), SECTION 19-00933-00-BR,
CP 2019-33

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

AECOM

("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report (if applicable) shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement

Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.

2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer 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 Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of 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. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

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

E. TERMINATION

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

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

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

The City shall indemnify and save harmless the Consulting Engineer, 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 Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer 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 Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 2.74 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of _____.

- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. 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 Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2019

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: _____

Exhibit A

City of Decatur 2019 Substructure Repair Plans - W. Mound Rd. over Stevens Creek SN 058-3062
 Section 19-00933-00-BR
 Summary - Engineering Manhour & Fee Estimate



City of Decatur 2019 Substructure Repair Plans - W. Mound Rd. over Stevens Creek SN 058-3062							
Task No.	Description	Manhours	Labor Costs	Direct Costs	Cost of Subs	Total Cost	% of Total
3062-1	Inspection & Repair Plans	226.0	\$27,191.76	\$256.36	\$0.00	\$27,448.12	91.55%
3062-2	Project Administration & Management	16.0	\$2,534.50	\$0.00	\$0.00	\$2,534.50	8.45%
Totals		242.0	\$29,726.26	\$256.36	\$0.00	\$29,982.62	100.00%

* With 2.74 multiplier

TOTAL CONTRACT FEE (Time & Materials - Not To Exceed) = \$29,990

Exhibit A

City of Decatur
2019 Substructure Repair Plans Section 19-00933-00-BR
W. Mound Rd. over Stevens Creek SN 058-3062
Engineering Manhour and Fee Estimate

Task	Project Manager	Bridge Insp. 1	Bridge Insp. 2	Structural Engineer	Tech	Admin	MH Totals	Avg Rate	Raw Labor	Factored Labor
Inspection & Repair Plans (Task No. 3062-1)										
Review Inspection Forms & Existing Bridge Plans		1.0	3.0				4.0	\$44.75	\$179.00	\$490.46
Prepare/Review Inspection Sketch Plans		2.0	9.0				11.0	\$43.45	\$478.00	\$1,309.72
Pre-Inspection Coordination		2.0	3.0				5.0	\$47.60	\$238.00	\$652.12
Non-NBIS Bridge Inspection & Photos		8.0	5.0				13.0	\$51.69	\$672.00	\$1,841.28
Determine Structural Repair of Concrete/Epoxy Crack Repair Areas		2.0	4.0				6.0	\$46.33	\$278.00	\$761.72
Design/Draft/Check Cover Sheet			4.0	1.0	4.0		9.0	\$42.67	\$384.00	\$1,052.16
Design/Draft/Check General Notes & Summary of Quantities Sheet			4.0	1.0	4.0		9.0	\$42.67	\$384.00	\$1,052.16
Design/Draft/Check General Plan & Elevation (GPE) Sheet			4.0	1.0	4.0		9.0	\$42.67	\$384.00	\$1,052.16
Design/Draft/Check Concrete Repair Sheet (West Abutment)			4.0	1.0	4.0		9.0	\$42.67	\$384.00	\$1,052.16
Design/Draft/Check Concrete Repair Sheet (Pier 1)			5.0	2.0	5.0		12.0	\$43.25	\$519.00	\$1,422.06
Design/Draft/Check Concrete Repair Sheet (Pier 2)			5.0	2.0	5.0		12.0	\$43.25	\$519.00	\$1,422.06
Design/Draft/Check Concrete Repair Sheet (East Abutment)			4.0	1.0	4.0		9.0	\$42.67	\$384.00	\$1,052.16
Calculate/Check Concrete Repair Quantities			12.0	6.0			18.0	\$44.00	\$792.00	\$2,170.08
Prepare/Check Estimate of Cost & Estimate of Time Forms			8.0	4.0			12.0	\$44.00	\$528.00	\$1,446.72
Prepare/Check Contract/IDOT Special Provisions & Bid Booklet			18.0	6.0			24.0	\$43.00	\$1,032.00	\$2,827.68
Prepare/Check IDOT BLR Forms for Local Letting (MFT Funds)			8.0	4.0			12.0	\$44.00	\$528.00	\$1,446.72
Submit Preliminary Plans & Bid Booklet for City's Review & Comment			5.0		1.0		6.0	\$40.50	\$243.00	\$665.82
Submit Final Plans & Bid Booklet after addressing City's Comments			5.0		1.0		6.0	\$40.50	\$243.00	\$665.82
Respond to RFIs (Requests for Information) & Construction Questions		5.0	30.0	5.0			40.0	\$43.88	\$1,755.00	\$4,808.70
Total This Task	0.0	20.0	140.0	34.0	32.0	0.0	226.0	\$43.91	\$9,924.00	\$27,191.76
Project Administration & Management (Task No. 3062-2)										
Project Start-Up & Kickoff Meeting	2.0		1.0			1.0	4.0	\$58.75	\$235.00	\$643.90
Prepare/Review Safe Work Plan	1.0		1.0			3.0	5.0	\$40.00	\$200.00	\$548.00
Project Coordination & Management and QA/QC Forms	2.0		1.0				3.0	\$70.00	\$210.00	\$575.40
Prepare/Process Invoices & Project Close-out	3.0					1.0	4.0	\$70.00	\$280.00	\$767.20
Total This Task	8.0	0.0	3.0	0.0	0.0	5.0	16.0	\$57.81	\$925.00	\$2,534.50
Totals	8.0	20.0	143.0	34.0	32.0	5.0	242.0	\$44.83	\$10,849.00	\$29,726.26
Rate	\$85.00	\$59.00	\$40.00	\$52.00	\$43.00	\$25.00				
Raw Labor Cost	\$680.00	\$1,180.00	\$5,720.00	\$1,768.00	\$1,376.00	\$125.00			\$10,849.00	\$29,726.26
	Project Manager	Bridge Insp. 1	Bridge Insp. 2	Structural Engineer	Tech	Admin	MH Totals	Avg Rate	Raw Labor	Factored Labor

NOTES

(1) Manhours & Fee for SN 058-3062 assumes AECOM does not provide the structural design of temporary shoring supports, but that is provided by the Contractor per IDOT GBSP 53.
(Plans will include a pay item for this work).

(2) Assumes City of Decatur will provide boat access & boat operator for bridge inspection, as needed. Assumes no traffic control required for access.

Direct Costs
Overall Labor Multiplier = 2.74

Task	Item	Quantity	Unit	Rate	Total	Comment
3062-1	Mileage - Chicago to Decatur	180.00	miles	\$0.58	\$104.40	
W. Mound Rd. Bridge over Stevens Creek SN 058-3062	Travel Meals	3	travel meals	\$15.00	\$45.00	
	Mileage to/from site	12.0	miles	\$0.58	\$6.96	3 round trips
	Printing - Deliverables	200	sheets	\$0.20	\$40.00	
	Postage	2	packages	\$30.00	\$60.00	
Totals					\$256.36	



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

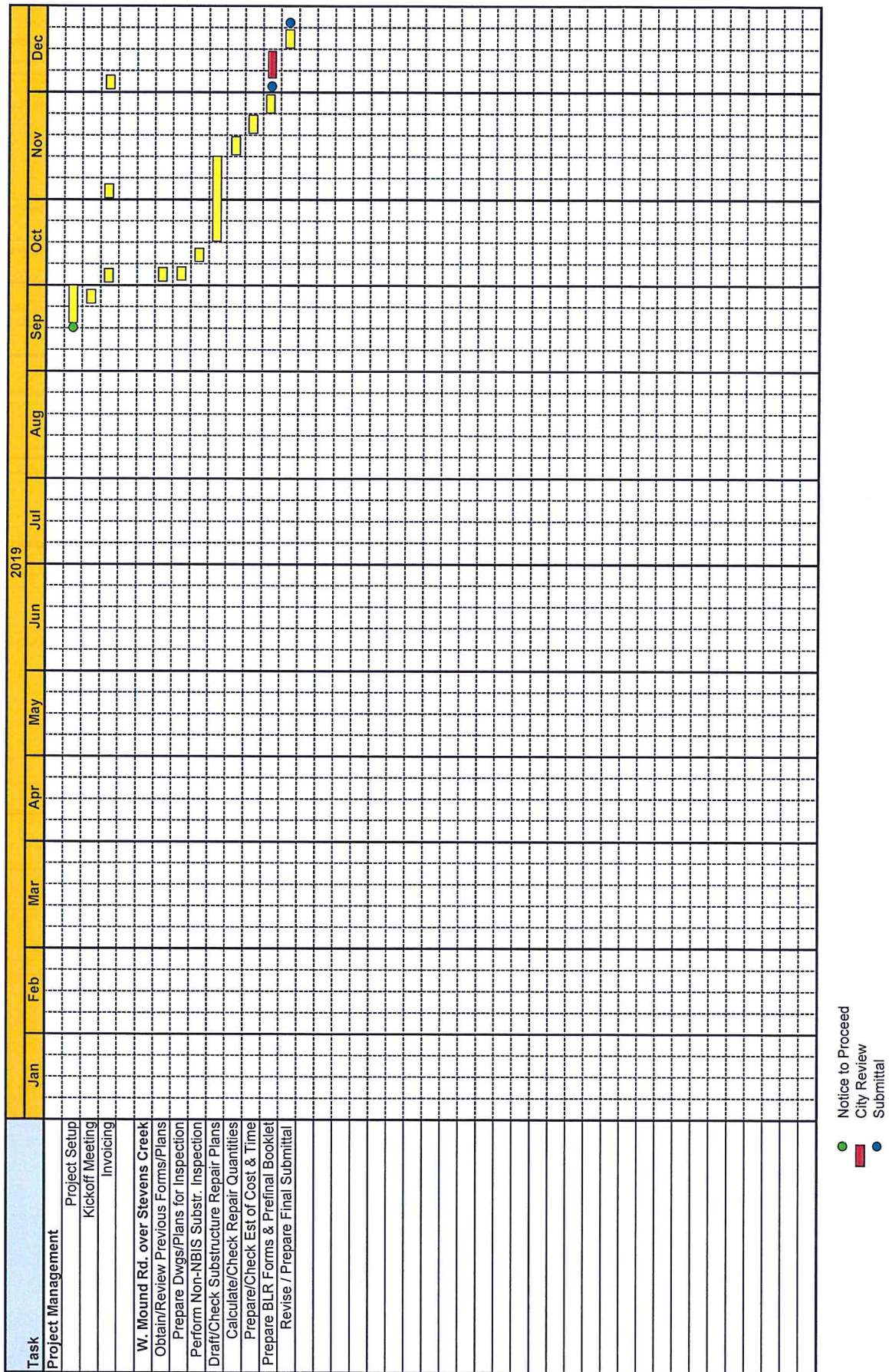
CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20____.
--

ACCEPTANCE OF NOTICE

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

City of Decatur - Section 19-00933-00-BR
2019 Substructure Repair Plans - W. Mound Rd. over Stevens Creek SN 058-3062

Proposed Project Timeline (Note: This schedule is a preliminary guideline & subject to change if necessary)





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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

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

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

Amount of original contract \$ _____
 Amount of previous 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 _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2019

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-19-20 08 2019		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED AECOM 345 East Ash Avenue Decatur, IL 62526		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: N/A INSURER C: Illinois Union Insurance Co INSURER D: SEE ACORD 101 INSURER E: INSURER F:	
		NAIC # 22667 N/A 27960	

COVERAGES**CERTIFICATE NUMBER:**

LOS-002441494-03

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G71234137	04/01/2019	04/01/2020	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 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25280532	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	SEE ACORD 101	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2019	04/01/2020	Per Claim/Agg \$ 1,000,000 Defense Included

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

Re: Proj Name: Substructure Repair Plans, Mound Road over Stevens Creek; Location: Decatur, IL

The City of Decatur and its officers and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDERCity of Decatur
Attn: Matt Newell, Public Works Director
#1 Gary Anderson Plaza
Decatur, IL 62523-1196**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
of Marsh Risk & Insurance Services

James L. Vogel



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM 345 East Ash Avenue Decatur, IL 62526	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer
WLR C6589323A	Indemnity Insurance Company of North America - NAIC # 43575
WLR C65893150	ACE American Insurance Company - NAIC # 22667
SCF C65893198	ACE American Insurance Company - NAIC # 22667
WCU C65893393	ACE American Insurance Company - NAIC # 22667

States Covered :

AOS:

CA and MA:

WI Retro:

OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific

entities self-insured in the state of Ohio

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

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws)

STATE OF ILLINOIS)
) ss.
COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

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

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>John Schwalbach</u> Name	<u>515 S. Flower Street</u> Company Address, Principal Office
<u>345 E. Ash Ave, Suite B</u> Address	<u>Los Angeles, CA 90071-2201</u> City, State, Zip
<u>Decatur, IL 62526</u> City, State, Zip	<u>213-593-8000</u> Telephone
<u>217-875-4800</u> Telephone	<u>Facsimile</u>
	<u>www.aecom.com</u> Website

The corporate officers are as follows:

President: _____

Vice President: John Schwalbach

Secretary: _____

C. PARTNERSHIP OR LLC

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

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

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

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

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Signature

John Schwalbach

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20____.

Notary Public

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Substructure Repair Plans - W. Mound Rd. over Stevens Creek SN 058-3062		
Consulting Engineer: AECOM Technical Services, Inc.		
Classification	Minimum	Maximum
Principal	70.00	78.00
Project Manager	45.00	72.00
Structural Engineer	34.00	72.00
Senior Engineer	43.00	58.00
Engineer	30.00	45.00
Senior Technician	36.00	43.00
Technician	30.00	38.00
Professional Land Surveyor	27.00	38.00
Construction Inspector	18.00	38.00
Structural Engineer	33.00	57.00
Clerical	18.00	26.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:			
(Consulting Engineer Name & Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

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

Consulting Engineer's
Signature: _____

Title: _____

SUBJECT: Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the West Mound Road Bridge Over Stevens Creek, SN 058-3062 City Project 2019-33

ATTACHMENTS:

Description	Type
Resolution Approving Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the West Mound Road Bridge	Resolution Letter

RESOLUTION _____

**RESOLUTION TO APPROVE PRELIMINARY ENGINEERING SERVICES
AGREEMENT AND APPROPRIATE MOTOR FUEL TAX FUNDS FOR THE WEST
MOUND ROAD BRIDGE OVER STEVENS CREEK, SN 058-3062
CITY PROJECT 2019-33**

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

Section 1. That the Preliminary Engineering Services Agreement for Motor Fuel Taxes for repair and design services for West Mound Bridge over Stevens Creek, presented to the Council herewith as Exhibit A and made part hereof, between the City of Decatur and AECOM Technical Services, Inc. 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 Preliminary Engineering Services Agreement for Motor Fuel Tax Funds between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$29,990 of State Motor Fuel Tax Funds for the purpose of paying the City's portion of engineering costs for the West Mound Road Bridge over Stevens Creek, 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 West Mound Road Bridge over Steven Creek project, 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 immediate execute four original BLR 09110 forms, attached hereto as Exhibit B 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, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A

Municipality City of Decatur	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name AECOM Technical Services, Inc.
Township				Address 345 East Ash Ave.. Suite B
County Macon				City Decatur
Section 19-00933-00-BR				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name Substructure Repair Plans - W. Mound Rd. over Stevens Creek SN 058-3062

Route W. Mound Rd. Length _____ Mi. _____ FT (Structure No. 058-3062)

Termini _____

Description:

Non-NBIS inspection of substructure and preparation of Repair Plans, Specifications & Estimates (PS&E)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 - (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
 - (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 - (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 - (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with paragraph 2 below. ~~one of the following methods indicated by a check mark:~~
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 174 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

Total cost will not exceed \$29,900.00 without written approval from the LA. See Attachment 1 notes.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1k under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1k and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 174 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 174 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: City of Decatur _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its
City Council
By _____
City Clerk By _____
(Seal) Title Mayor

Executed by the ENGINEER:

AECOM Technical Services, Inc.
345 E. Ash Ave., Suite B
Decatur, IL 62526
ATTEST: By _____
By _____
Matthew J. Pope John Schwalbach
Deputy Project Manager Vice President

Approved _____ Date Department of Transportation _____ Regional Engineer



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	19-00933-00-BR

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 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
+	W Mound Rd	058-3062	FAU7359	.44 MI W of Macarthur	Stevens Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Non-NBIS inspection of substructure and preparation of Repair Plans, Specifications & Estimates (PS&E)

2. That there is hereby appropriated the sum of Twenty-Nine Thousand, Nine Hundred Ninety Dollars and 00/100-----
----- Dollars (\$29,990.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Decatur, at a meeting held on September 03, 2019
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of September, 2019
Day Month, Year

(SEAL)

Clerk Signature

--

Approved

Regional Engineer
Department of Transportation

Date

--	--

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Perform Bridge Inspection Services for the Grove Road Bridge Over Sand Creek Arm of Lake Decatur SN 058-6010 City Project 2019-34

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with AECOM for the Grove Road Bridge	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. TO PERFORM
BRIDGE INSPECTION SERVICES FOR THE GROVE ROAD BRIDGE OVER SAND
CREEK ARM OF LAKE DECATUR
SN 058-6010
CITY PROJECT 2019-34**

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

Section 1. That the Agreement authorizing the professional engineering services to perform bridge inspection services for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and AECOM Technical Services, Inc. be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc. for a fee not to exceed \$18,050.

PRESENTED and ADOPTED this 3th day of September, 2019.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

FOR

GROVE RD BRIDGE INSPECTION (SN 058-6010), SECTION 19-00934-00-BR, CP 2019-34

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

AECOM

("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer 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 Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of 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. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

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

E. TERMINATION

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

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

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

The City shall indemnify and save harmless the Consulting Engineer, 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 Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer 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 Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 2.74 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of _____.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. 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 Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2017

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: _____

Exhibit A

City of Decatur 2019 Bridge Inspection / Bridge Condition Report (BCR) - Grove Rd. over Sand Creek Arm SN 058-6010
 Section 19-00934-00-BR
 Summary - Engineering Manhour & Fee Estimate



City of Decatur 2019 Bridge Inspection / Bridge Condition Report - Grove Rd. over Sand Creek Arm of Lake Decatur SN 058-6010							
Task No.	Description	Manhours	Labor Costs	Direct Costs	Cost of Subs	Total Cost	% of Total
6010-1	Inspection & BCR	124.0	\$15,256.32	\$255.50	\$0.00	\$15,511.82	85.96%
6010-2	Project Administration & Management	16.0	\$2,534.50	\$0.00	\$0.00	\$2,534.50	14.04%
Totals		140.0	\$17,790.82	\$255.50	\$0.00	\$18,046.32	100.00%

* With 2.74 multiplier

TOTAL CONTRACT FEE (Time & Materials - Not To Exceed) = **\$18,050**

Task	Project Manager	Bridge Insp. 1	Bridge Insp. 2	Structural Engineer	Tech	Admin	MH Totals	Avg Rate	Raw Labor	Factored Labor
Inspection & BCR (Task No. 6010-1)										
Review Inspection Forms & Existing Bridge Plans		1.0	3.0				4.0	\$44.75	\$179.00	\$490.46
Prepare/Review Inspection Sketch Plans & Fracture Critical Plan		2.0	9.0				11.0	\$43.45	\$478.00	\$1,309.72
Pre-Inspection Coordination		2.0	3.0				5.0	\$47.60	\$238.00	\$652.12
Non-NBIS Bridge Inspection & Photos		8.0	5.0				13.0	\$51.69	\$672.00	\$1,841.28
Identify Bridge Elements needing Repair		2.0	4.0				6.0	\$46.33	\$278.00	\$761.72
Abbreviated BCR - Section 1 Administrative Data		2.0	12.0				14.0	\$42.71	\$598.00	\$1,638.52
Abbreviated BCR - Section 2 Roadway/Structure Data/Repair History		3.0	12.0				15.0	\$43.80	\$657.00	\$1,800.18
Abbreviated BCR - Section 3 Structure Condition Data		3.0	12.0				15.0	\$43.80	\$657.00	\$1,800.18
Abbreviated BCR - Section 4 Discussion & Recommended Scope of Work		3.0	12.0				15.0	\$43.80	\$657.00	\$1,800.18
Abbreviated BCR - Section 5 Attachments (Reports, Cost Est & Photos)		3.0	12.0				15.0	\$43.80	\$657.00	\$1,800.18
Submit Preliminary Bridge Condition Report for City's Review & Comment		2.0	4.0				6.0	\$46.33	\$278.00	\$761.72
Submit Final Bridge Condition Report to City		1.0	4.0				5.0	\$43.80	\$219.00	\$600.06
Total This Task	0.0	32.0	92.0	0.0	0.0		124.0	\$44.90	\$5,568.00	\$15,256.32
Project Administration & Management (Task No. 6010-2)										
Project Start-Up & Kickoff Meeting	2.0		1.0			1.0	4.0	\$58.75	\$235.00	\$643.90
Prepare/Review Safe Work Plan	1.0		1.0			3.0	5.0	\$40.00	\$200.00	\$548.00
Project Coordination & Management and QA/QC Forms	2.0		1.0			1.0	3.0	\$70.00	\$210.00	\$575.40
Prepare/Process Invoices & Project Close-out	3.0					1.0	4.0	\$70.00	\$280.00	\$767.20
Total This Task	8.0	0.0	3.0	0.0	0.0	5.0	16.0	\$57.81	\$925.00	\$2,534.50
Totals	8.0	32.0	95.0	0.0	0.0	5.0	140.0	\$46.38	\$6,493.00	\$17,790.82
Rate	\$85.00	\$59.00	\$40.00	\$52.00	\$43.00	\$25.00				
Raw Labor Cost	\$680.00	\$1,888.00	\$3,800.00	\$0.00	\$0.00	\$125.00				
Project Manager		Bridge Insp. 1	Bridge Insp. 2	Structural Engineer	Tech	Admin	MH Totals	Avg Rate	Raw Labor	Factored Labor

NOTES

- (1) Manhours & Fee for SN 058-6010 assumes City of Decatur will provide boat access & boat operator for bridge inspection, if needed.
 (2) Assumes no traffic control required for access.

Direct Costs Overall Labor Multiplier = 2.74

Task	Item	Quantity	Unit	Rate	Total	Comment
6010-1 Grove Rd. Bridge over Sand Creek Arm of Lake Decatur SN 058-6010	Mileage - Decatur to Chicago	180.00	miles	\$0.58	\$104.40	
	Travel Meals	3	travel meals	\$15.00	\$45.00	
	Mileage to/from site	45.0	miles	\$0.58	\$26.10	3 round trips
	Printing - Deliverables	100	sheets	\$0.20	\$20.00	
	Postage	2	packages	\$30.00	\$60.00	
Totals					\$255.50	



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20____.
--

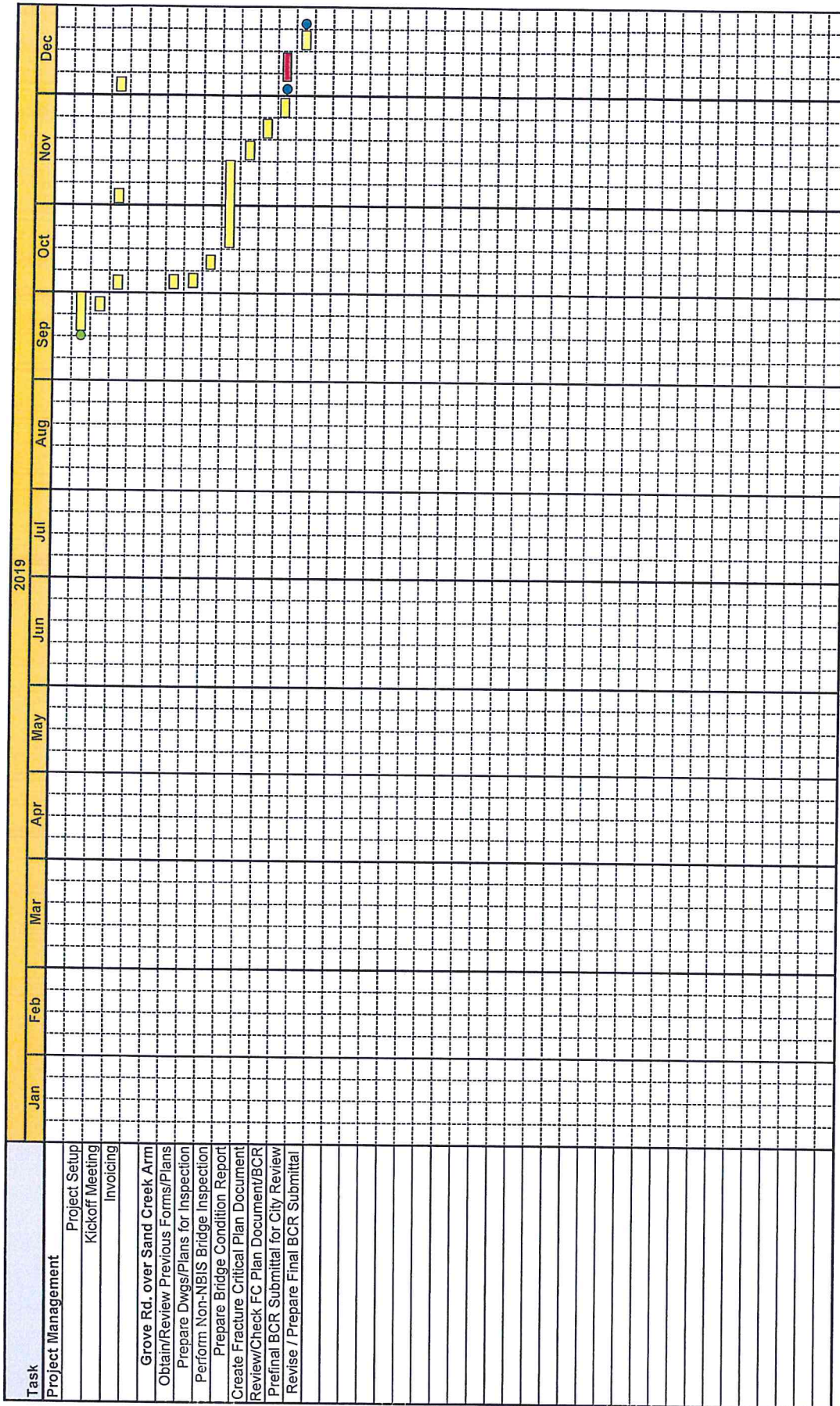
ACCEPTANCE OF NOTICE

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

Exhibit C

City of Decatur - Section 19-00934-00-BR
2019 Bridge Inspection & Bridge Condition Report - Grove Rd. over Sand Creek Arm of Lake Decatur SN 058-6010

Proposed Project Timeline (Note: This schedule is a preliminary guideline & subject to change if necessary)



Notice to Proceed
 City Review
 Submittal



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

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

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

Amount of original contract \$ _____
 Amount of previous 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 _____
 Mayor _____
 _____ Date _____

Attested _____
 City Clerk _____
 _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2019

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-19-20		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
08 2019		INSURER(S) AFFORDING COVERAGE	
INSURED AECOM 345 East Ash Avenue Decatur, IL 62526		INSURER A: ACE American Insurance Company INSURER B: N/A INSURER C: Illinois Union Insurance Co INSURER D: SEE ACORD 101 INSURER E: INSURER F:	
		NAIC # 22667 N/A 27960	

COVERAGES**CERTIFICATE NUMBER:**

LOS-002441494-03

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G71234137	04/01/2019	04/01/2020	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 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25280532	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ACORD 101	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2019	04/01/2020	Per Claim/Agg \$ 1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Proj Name: Substructure Repair Plans, Mound Road over Stevens Creek; Location: Decatur, IL

The City of Decatur and its officers and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur
Attn: Matt Newell, Public Works Director
#1 Gary 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
of Marsh Risk & Insurance Services

James L. Vogel



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM 345 East Ash Avenue Decatur, IL 62526
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

☐ ☐

☐ ☐

Workers Compensation/Employer Liability cont.

☐

Policy Number Insurer

WLR C6589323A Indemnity Insurance Company of North America - NAIC # 43575

WLR C65893150 ACE American Insurance Company - NAIC # 22667

SCF C65893198 ACE American Insurance Company - NAIC # 22667

WCU C65893393 ACE American Insurance Company - NAIC # 22667

qualified.

States Covered ☐

AOS:

CA and MA:

WI Retro:

OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific

entities self-insured in the state of Ohio:

☐ ☐

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

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws)

STATE OF ILLINOIS)
) ss.
COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

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

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>John Schwalbach</u> Name	<u>515 S. Flower Street</u> Company Address, Principal Office
<u>345 E. Ash Ave, Suite B</u> Address	<u>Los Angeles, CA 90071-2201</u> City, State, Zip
<u>Decatur, IL 62526</u> City, State, Zip	<u>213-593-8000</u> Telephone
<u>217-875-4800</u> Telephone	<u>Facsimile</u>
	<u>www.aecom.com</u> Website

The corporate officers are as follows:

President: _____

Vice President: John Schwalbach

Secretary: _____

C. PARTNERSHIP OR LLC

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

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

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

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

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Signature

John Schwalbach

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20____.

Notary Public

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name:		
Consulting Engineer:		
Classification	Minimum	Maximum
Principal	70.00	78.00
Project Manager	45.00	72.00
Structural Engineer	34.00	72.00
Senior Engineer	43.00	58.00
Engineer	30.00	45.00
Senior Technician	36.00	43.00
Technician	30.00	38.00
Professional Land Surveyor	27.00	38.00
Construction Inspector	18.00	38.00
Structural Engineer	33.00	57.00
Clerical	18.00	26.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

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

Consulting Engineer's
Signature:

Title:

SUBJECT: Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, SN 058-6010 City Project 2019-34

ATTACHMENTS:

Description	Type
Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for Grove Road Bridge	Resolution Letter

RESOLUTION _____

**RESOLUTION TO APPROVE PRELIMINARY ENGINEERING SERVICES
AGREEMENT AND APPROPRIATE MOTOR FUEL TAX FUNDS FOR THE GROVE
ROAD BRIDGE OVER SAND CREEK ARM OF LAKE DECATUR,
SN 058-6010
CITY PROJECT 2019-34**

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

Section 1. That the Preliminary Engineering Services Agreement for Motor Fuel Taxes for inspection services for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, presented to the Council herewith as Exhibit A and made part hereof, between the City of Decatur and AECOM Technical Services, Inc. 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 Preliminary Engineering Services Agreement for Motor Fuel Tax Funds between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$18,050 of State Motor Fuel Tax Funds for the purpose of paying the City's portion of engineering costs for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, 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 Grove Road Bridge over Sand Creek Arm of Lake Decatur project, 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 immediate execute four original BLR 09110 forms, attached hereto as Exhibit B 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, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

EXHIBIT A

Municipality City of Decatur	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name AECOM Technical Services, Inc.
Township				Address 345 East Ash Ave.. Suite B
County Macon				City Decatur
Section 19-00934-00-BR				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name Bridge Inspection / Bridge Condition Report (BCR) - Grove Rd. over Sand Creek Arm of Lake Decatur SN 058-6010

Route Grove Rd. Length _____ Mi. _____ FT (Structure No. 058-6010)

Termini _____

Description:

Non-NBIS bridge inspection and preparation of Abbreviated Bridge Condition Report (BCR)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☒ Prepare the Project Development Bridge Condition Report when required by the DEPARTMENT City of Decatur.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with paragraph 2 below. ~~one of the following methods indicated by a check mark:~~
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 174 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

Total cost will not exceed \$18,050.00 without written approval from the LA. See Attachment 1 notes.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1k under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1k and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 174 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 174 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Decatur of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City Council

City Clerk

By _____

(Seal)

Title Mayor

Executed by the ENGINEER:

AECOM Technical Services, Inc.

345 E. Ash Ave., Suite B

ATTEST:

Decatur, IL 62526

By _____

By _____

Title Matthew J. Pope
Deputy Project Manager

Title John Schwalbach
Vice President

Approved _____ Date Department of Transportation _____ Regional Engineer



Resolution Number 	Resolution Type Original	Section Number 19-00934-00-BR
---------------------------	-----------------------------	----------------------------------

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 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
+	Grove Rd	058-6010	7401	.9 M E of Franklin	Lake Decatur Sand Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Non-NBIS bridge inspection and preparation of Abbreviated Bridge Condition Report (BCR)

2. That there is hereby appropriated the sum of Eighteen Thousand, fifty and 00/100 -----

----- Dollars (\$18,050.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on September 03, 2019
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of September, 2019
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-1960
South Taylorville Road

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-06	Cover Memo
Ordinance Annexing Territory Entirely Surrounded by the City Limits-1960 South Taylorville Road	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2019-06

August 29, 2019

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: ANNEXATIONS-COMpletely SURROUNDED 60 ACRES OR LESS

RECOMMENDATION: On the Agenda are three separate ordinances annexing property that are completely surrounded by City of Decatur boundaries and are sixty (60) acres or less. State statutes provide that property that is completely surrounded and sixty (60) acres or less in size may be annexed by the municipality that surrounds it.

On August 5, 2019, City Council passed Resolutions indicating the City's intent to annex these three properties at the on September 3, 2019 Council Meeting and authorizing publication of a notice in a local newspaper. That notice indicating the City's intent to annex the subject properties was published for all three properties on August 10, 2019. Statutory notices were also sent by certified mail to the taxpayers of record, the owners, the appropriate Township, Fire Protection District, Public Library District, and County officials.

All three properties are located in southwest Decatur. The annexation of these parcels is consistent with the policy previously articulated by the City Council: annex all surrounded parcels and those that are contiguous with a water service agreement in order to increase the census count and eliminate service islands.

Staff recommends approval of the Ordinances.

POTENTIAL OBJECTIONS: There are no known or expected objections, filed at the time of this report.

STAFF REFERENCE: Scot Wrighton, City Manager, at 424-2801.
Wendy Morthland, Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-1960 SOUTH TAYLORVILLE ROAD-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September 2019.

JULIE MOORE WOLFE, MAYOR

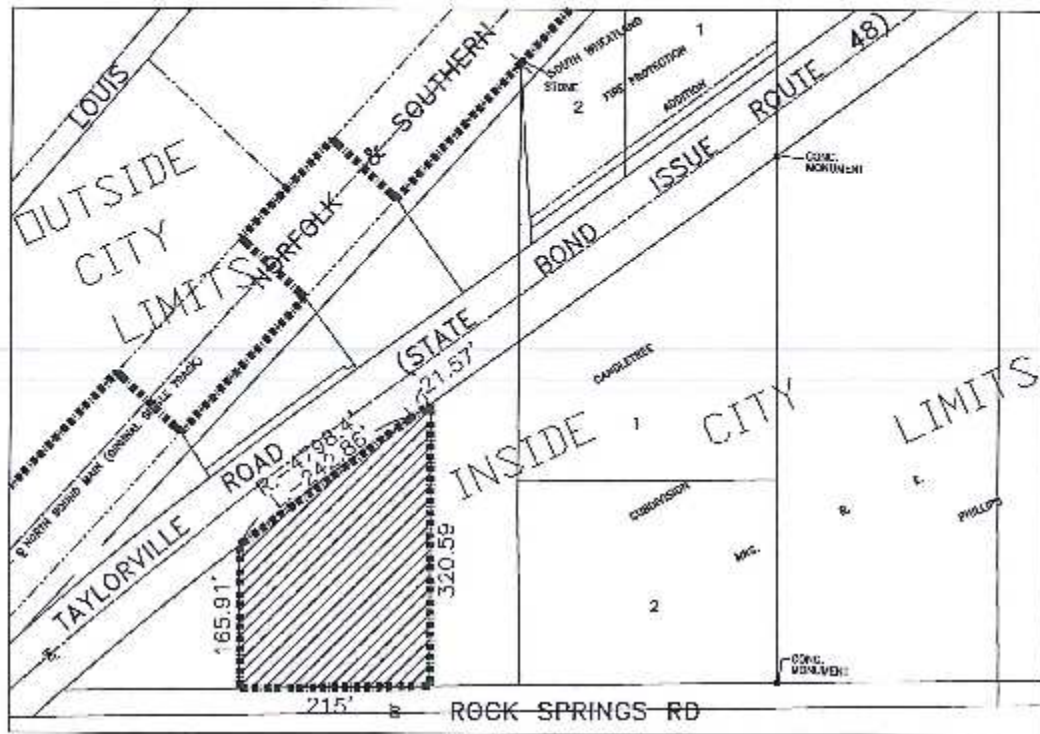
ATTEST:

KIM ALTHOFF, CITY CLERK

LEGAL DESCRIPTION
-1960 SOUTH TAYLORVILLE ROAD-

The West 215 Feet of the East 315 Feet of the West 8.79 Chains of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21 Township 16 North Range 2 East of the Third Principal Meridian, Lying South of the Right of Way Line of S.B.I. Route 48. Situated in Macon County, Illinois. Commonly known as 1960 South Taylorville Road, PIN 04-12-21-379-002.

EXHIBIT A



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1960 SOUTH TAYLORVILLE ROAD

 indicates territory annexed
 indicates existing corporate limits
 1.2± acres
 AREA 0.0019± sq. miles
 0 Hn. ft. of public road
 DECATUR township



7-29-19

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

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

EXHIBIT B

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-1431
West Rock Springs Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-1431 West Rock Springs Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-1431 WEST ROCK SPRINGS ROAD-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September 2019.

JULIE MOORE WOLFE, MAYOR

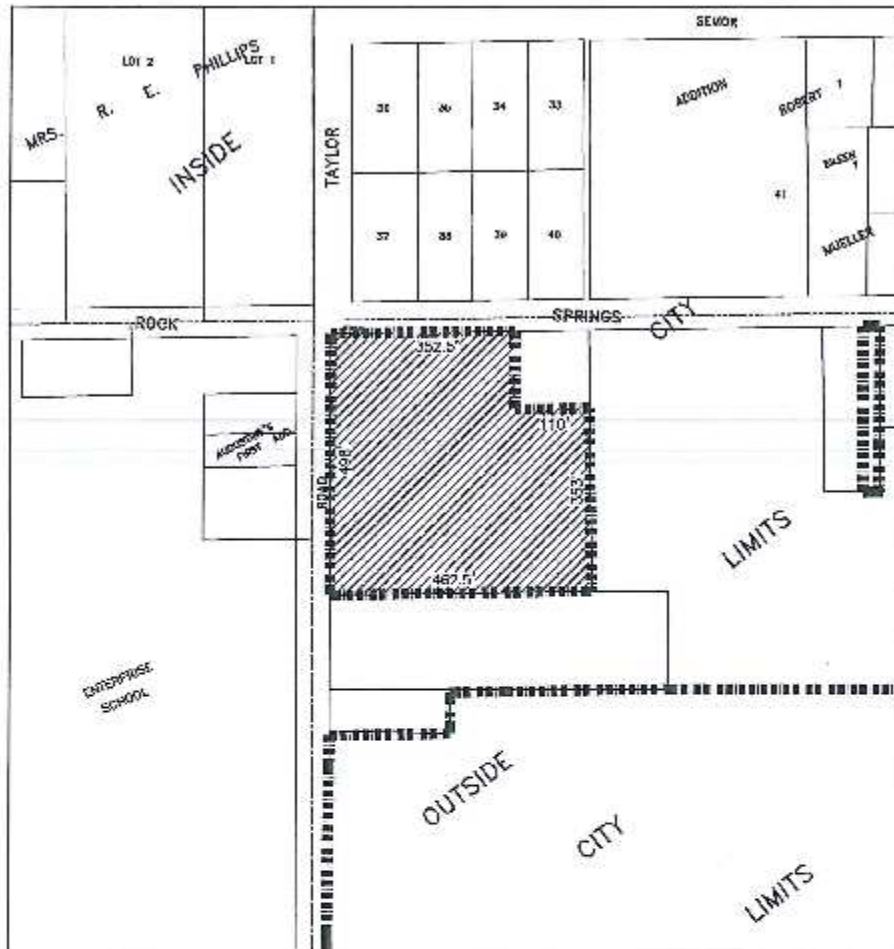
ATTEST:

KIM ALTHOFF, CITY CLERK

LEGAL DESCRIPTION
-1431 WEST ROCK SPRINGS ROAD-

The North 8 acres of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 16 North, Range 2 East of the 3rd P. M., except the East 167.5 feet thereof; except a tract commencing at a point on the North line of the Northeast Quarter of said Section 28, 382.5 feet East of the Northwest Corner thereof; thence South 175 feet along a line parallel with the West line of said Northeast Quarter, Section 28; thence East 110 feet; thence North 175 feet to the North line of said Northeast Quarter, Section 28; thence West 110 feet to the place of beginning; and except also that portion of said premises taken, used or dedicated for roads or highway purposes. Commonly known as 1431 West Rock Springs Road. PIN 17-12-28-201-001.

EXHIBIT A



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1431 West Rock Springs Road



indicates territory annexed



indicates existing corporate limits

4.92± acres

AREA 0.0077± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



7-29-14

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

CITY ENGINEER, DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

EXHIBIT B

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-895 West Grove Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-895 West Grove Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-895 WEST GROVE ROAD-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

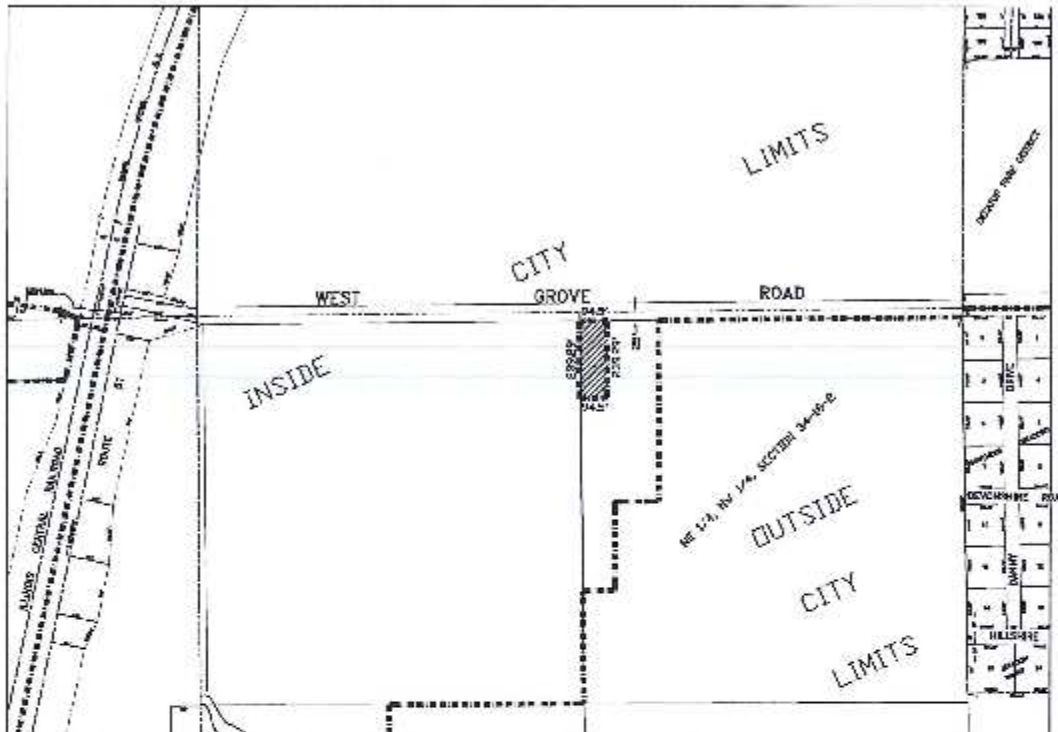
KIM ALTHOFF, CITY CLERK

LEGAL DESCRIPTION
-895 WEST GROVE ROAD-

The West 94.5 feet of the North 264.29 feet of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section Thirty-Four (34), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M. Situated in Macon County, Illinois. Commonly known as 895 West Grove Road. PIN 17-12-34-100-004.

EXHIBIT A

C:\Decatur\GIS\Map\Annexation\Annexation\2019\Annexation\Burroughs\895 W Grove Rd\895 W Grove Rd Parcel Map



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS 895 WEST GROVE ROAD

 Indicates territory annexed
 Indicates existing corporate limits
 0.519± acres
 AREA 0.0008± sq. miles
 1/4 in. ft. of public road
 SOUTH WHEATLAND township



CITY ENGINEER - DECATUR, ILLINOIS
 ILLINOIS PROFESSIONAL ENGINEER # 062-048941
 LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

EXHIBIT B

Legal Department

DATE:

MEMO:

TO:

FROM:

SUBJECT: Ordinance Adopting City Code Chapter 18.1-Budget

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-07	Cover Memo
Ordinance Adopting City Code Chapter 18.1-Budget	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2019-07**

August 29, 2019

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Budget

On the Agenda for the September 3, 2019 Council meeting are several items pertaining to the adoption of a budget system for the City of Decatur. At the City Council study session of August 6, 2019, Council informally agreed to move the City from an appropriation method of operation to the budget method of operation. As a result, several actions will need to be acted upon by the Council. These items include the following:

- Ordinance Adopting Chapter 18.1 which is a new City Code Chapter that will implement the new budget system.
- Motion adopting City Budget Policies
- Ordinance Amending City Code Chapters 7, 10, 18, 19 and 21 as these chapters all contained language pertaining to an appropriation system (revisions to Chapters 10, 18, 19 and 21 are not substantive, and are included under the Consent Agenda).

The Ordinance Adopting Chapter 18.1 largely mirrors the language set forth in state statute. In some instances, that language was slightly modified to more closely align with the budget practices discussed in the study session for Decatur.

The Budget Policy sets forth the specific practices and procedures that will be followed by the City in adopting the annual budget. It also sets forth the specific practices and procedures that will be followed during the fiscal year regarding revenues and expenditures. Any changes to the Budget Policy would be required to be adopted by City Council. It is anticipated that additional budget and finance policies will be brought to the City Council later this year (including reserve policies).

The amendment on the Agenda for Chapter 7 inserts a section authorizing the City Manager to spend up to \$40,000 without additional Council approval but only if the money is for items that are specifically set forth in a specific line item in the budget approved by Council that cites the exact project or expenditure. If the money is for an item that is not specifically set out in a line item detail in the Council-approved budget, then the \$20,000 remains the limit, as it is currently.

It is recommended that all of the actions necessary for implementation of the budget method be adopted.

ORDINANCE NO. _____

ORDINANCE ADOPTING CITY CODE

- CHAPTER 18.1 –

- BUDGET-

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

Section 1. That the City of Decatur, as a home rule city, has the authority to adopt ordinances that pertain to its government and affairs that protect the public health, safety and welfare of its citizens.

Section 2. That Chapter 18.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby adopted, so that Chapter 18.1 as so adopted, shall provide as follows:

1. ADOPTION. The City adopts Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code with the exception of Section 8-2-9.5 (65 ILCS 5/8-2-9.1-5/8-2-9.10) and except as set forth otherwise in this City Code, and shall operate under the budget method provided for therein as the procedure for appropriations. In the event of conflict between the Illinois Municipal Code and this City Code, the provisions set forth in this City Code shall take precedence.

2. BUDGET OFFICER. The City Manager, or his designee, shall act as the budget officer and shall take an oath to be filed with the City Clerk.

3. POWERS AND DUTIES OF BUDGET OFFICER. The budget officer shall have all powers and duties as set forth in Section 8-2-9.2 of the Illinois Municipal Code (65 ILCS 5/8-2-9.2), City ordinances and policy including, but not limited to:

- a. Permit and encourage and establish the use of efficient planning, budgeting, auditing, reporting, accounting, and other fiscal management procedures in all municipal departments, commissions, and boards.
- b. Compile an annual budget in accordance with Section 8-2-9.3 of the Illinois Municipal Code (65 ILCS 5/8-2-9.3) and City ordinances.
- c. Examine all books and records of all municipal departments, commissions, and boards which relate to monies received by the municipality, municipal departments, commissions, and boards, and paid out by the municipality, municipal departments, commissions, and boards, debts and accounts receivable, amounts owed by or to the municipality, municipal departments, commissions, and boards.
- d. Obtain such additional information from the municipality, municipal departments, commissions, and boards as may be useful for purposes of compiling an annual budget, such information to be furnished by the departments, commissions, and boards in the manner and form required by the budget officer.
- e. Establish and maintain such procedures as shall insure that no expenditures are made by the municipality, municipal departments, commissions, and boards except as authorized by the budget.

4. COMPILATION AND CONTENTS OF BUDGET. The budget officer shall compile a budget with estimates of revenue available to the City for the fiscal year for which the budget is drafted, together with recommended expenditures for the City, its departments, commissions, and

boards and shall present the budget in a manner which is in conformity with good fiscal management practices. The budget shall contain actual or estimated revenues and expenditures for the two (2) years immediately preceding the fiscal year for which the budget is prepared. Each budget shall show the specific fund from which each anticipated expenditure shall be made.

5. PUBLIC INSPECTION, NOTICE, HEARING. The proposed budget shall be a public record available for public inspection in the office of the City Clerk for at least ten (10) days prior to the passage of the annual budget. A public hearing shall be held on the proposed budget ordinance prior to the final approval thereof, notice of which shall be given by publication in a newspaper having a general circulation in the City at least seven (7) days prior to the time of such hearing. Following the public hearing, the proposed budget may be further revised and passed without any further inspection, notice or hearing.

6. PASSAGE OF BUDGET. Passage of the annual budget shall be in lieu of passage of an appropriation ordinance and shall be adopted prior to the beginning of the fiscal year to which it applies. A certified copy of such budget along with an estimate of anticipated revenues to be received shall be filed within thirty (30) days of said passage with the Macon County Clerk.

7. REVISION TO BUDGET. The budget officer may make revisions to the approved budget within any department, commission or board by deleting, adding to, or changing approved expenditures without Council approval, provided said revisions do not result in the deletion of an activity or program and provided that said revisions do not cause total expenditures within said budget to exceed revenue as set forth in the approved budget ordinance.

8. POLICY. A budget policy shall be adopted by the City Council and may be amended by the affirmative vote of four (4) Council members.

9. CONTINGENCY FUNDS. The annual budget may contain money set aside for contingency purposes.

Section 3. 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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____ 2019.

CITY CLERK

CHAPTER 18.1

BUDGET

1. ADOPTION. The City adopts Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code with the exception of Section 8-2-9.5 (65 ILCS 5/8-2-9.1-5/8-2-9.10) and except as set forth otherwise in this City Code, and shall operate under the budget method provided for therein as the procedure for appropriations. In the event of conflict between the Illinois Municipal Code and this City Code, the provisions set forth in this City Code shall take precedence.

2. BUDGET OFFICER. The City Manager, or his designee, shall act as the budget officer and shall take an oath to be filed with the City Clerk.

3. POWERS AND DUTIES OF BUDGET OFFICER. The budget officer shall have all powers and duties as set forth in Section 8-2-9.2 of the Illinois Municipal Code (65 ILCS 5/8-2-9.2), City ordinances and policy including, but not limited to:

- a. Permit and encourage and establish the use of efficient planning, budgeting, auditing, reporting, accounting, and other fiscal management procedures in all municipal departments, commissions, and boards.
- b. Compile an annual budget in accordance with Section 8-2-9.3 of the Illinois Municipal Code (65 ILCS 5/8-2-9.3) and City ordinances.
- c. Examine all books and records of all municipal departments, commissions, and boards which relate to monies received by the municipality, municipal departments, commissions, and boards, and paid out by the municipality, municipal departments, commissions, and boards, debts and accounts receivable, amounts owed by or to the municipality, municipal departments, commissions, and boards.
- d. Obtain such additional information from the municipality, municipal departments, commissions, and boards as may be useful for purposes of compiling an annual budget, such information to be furnished by the departments, commissions, and boards in the manner and form required by the budget officer.
- e. Establish and maintain such procedures as shall insure that no expenditures are made by the municipality, municipal departments, commissions, and boards except as authorized by the budget.

4. COMPILATION AND CONTENTS OF BUDGET. The budget officer shall compile a budget with estimates of revenue available to the City for the fiscal year for which the budget is

drafted, together with recommended expenditures for the City, its departments, commissions, and boards and shall present the budget in a manner which is in conformity with good fiscal management practices. The budget shall contain actual or estimated revenues and expenditures for the two (2) years immediately preceding the fiscal year for which the budget is prepared. Each budget shall show the specific fund from which each anticipated expenditure shall be made.

5. PUBLIC INSPECTION, NOTICE, HEARING. The proposed budget shall be a public record available for public inspection in the office of the City Clerk for at least ten (10) days prior to the passage of the annual budget. A public hearing shall be held on the proposed budget ordinance prior to the final approval thereof, notice of which shall be given by publication in a newspaper having a general circulation in the City at least seven (7) days prior to the time of such hearing. Following the public hearing, the proposed budget may be further revised and passed without any further inspection, notice or hearing.

6. PASSAGE OF BUDGET. Passage of the annual budget shall be in lieu of passage of an appropriation ordinance and shall be adopted prior to the beginning of the fiscal year to which it applies. A certified copy of such budget along with an estimate of anticipated revenues to be received shall be filed within thirty (30) days of said passage with the Macon County Clerk.

7. REVISION TO BUDGET. The budget officer may make revisions to the approved budget within any department, commission or board by deleting, adding to, or changing approved expenditures without Council approval, provided said revisions do not result in the deletion of an activity or program and provided that said revisions do not cause total expenditures within said budget to exceed revenue as set forth in the approved budget ordinance.

8. POLICY. A budget policy shall be adopted by the City Council and may be amended by the affirmative vote of four (4) Council members.

9. CONTINGENCY FUNDS. The annual budget may contain money set aside for contingency purposes.

SUBJECT: Motion Adopting Budget Policy

ATTACHMENTS:

Description	Type
City of Decatur Budget Policy	Backup Material

CITY OF DECATUR BUDGET POLICY

1.0 POLICY STATEMENT: This policy is established in compliance with 65 ILCS 5/8-2-9.1 et. Seq. and Chapter 18.1 of the City Code and sets forth the procedures to be used in the preparation of the annual budget of the City and the administration of the budget during the fiscal period.

- 1.1 The City has adopted the budget method as set forth in the Illinois Municipal Code and Chapter 18.1 of the City Code and will operate as a budget city, with annual budget presentation to and adoption by the City Council before the end of the fiscal year preceding the budget fiscal year period.
- 1.2 The annual budget shall attempt to align the budget with the priorities set forth by the City Council and measure progress towards those priorities in an effort to obtain the best value for monies expended by the City.
- 1.3 The annual budget will be presented to the City Council and the City Clerk in sufficient time for public hearing to be held and the budget timely passed.
- 1.4 The budget officer or his designee shall be responsible for the required public notices required on the dates set forth in Chapter 18.1 of the City Code.
- 1.5 The approved annual budget shall be balanced such that expenditures cannot exceed revenues plus cash reserves.

2.0 PROCEDURES:

- 2.1 Budget Officer Responsibilities:
 - a. In addition to the duties set forth in Chapter 18.1 of the City Code, the Budget Officer is responsible to prepare the annual budget of the City and present the annual budget to the City Council for approval and adoption before the beginning of the fiscal year to which it applies.
 - b. The Budget Officer will work with the City Council to define and establish City Council goals and objectives prior to the preparation of the annual budget.
 - c. The Budget Officer will prepare the annual budget in accordance with defined goals and objectives as defined by the City Council.
 - d. The Budget Officer will present the annual budget to the City Council in sufficient detail defining Departmental and Fund goals and objectives, line item expenditures, and performance metrics for the same.

- e. The Budget Officer will schedule Council Study Sessions, as required, for City Council discussion and review of the budget. Other than the public hearing required pursuant to Chapter 18.1 of the City Code, public discussion will be allowed as per Council policies and discretion.
- f. Council will not act on the ordinance approving the annual budget at the same Council meeting as the public hearing on the proposed budget ordinance as required pursuant to Chapter 18.1 of the City Code unless required in order to adopt the annual budget prior to the beginning of the fiscal year to which it applies.
- g. Reports on revenues and expenditures will be prepared monthly and reviewed by the City Council during the fiscal year.
- h. Prior to the end of the fiscal year, a budget reconciliation ordinance will be presented to Council for approval.

2.3 Budget Officer Authority:

- a. In addition to the duties set forth in Chapter 18.1 of the City Code, the Budget Officer shall have the authority to affect expenditures in support of operations as defined in the annual budget as approved and adopted by the City Council.
- b. The Budget Officer may include long range capital expenditures in the budget presented to Council for approval and Council may approve an annual budget containing long range capital expenditures.
- c. The Budget Officer will present an annual budget that attempts to maintain all its assets at a level such that it protects the City's capital investment and minimizes future maintenance and replacement costs.

3.0 **RESPONSIBILITY:** The City Manager is responsible for the administration of this policy, under the approval authority of the City Council.

- 3.1 This policy is subject to and may be amended only upon action of the City Council.

SUBJECT: Ordinance Amending City Code Chapter 07-Officers and Employees Generally

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 07-Officers and Employees Generally	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 07-
- OFFICERS AND EMPLOYEES GENERALLY -

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

Section 1. That Chapter 07 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 26. Said Section 26 as so modified and amended, shall provide as follows:

26. **LINE ITEM AUTHORIZATION.** The City Manager is authorized to expend Forty Thousand Dollars (\$40,000.00) or less for single items of personal property, parcels of real property, contracts for professional, technical or expert services or construction contracts, or for matters deemed in the best interests of the City as determined by the City Manager, without further approval of Council, but only if specifically set forth as a line item and approved by Council in the approved budget and there exists sufficient funds for said expenditures. (Amended, Ordinance No. 2012-13; Ordinance No. 2003-47)

27. **AUTHORIZATION.** The City Manager, and those employees designated by said officer, are authorized to expend Twenty Thousand Dollars (\$20,000.00) or less for single items of personal property, parcels of real property, contracts for professional, technical or expert services or construction contracts, or for matters deemed in the best interests of the City as determined by the City Manager, without further approval of Council, but only if the Council has appropriated sufficient funds for said expenditures. (Amended, Ordinance No. 2012-13; Ordinance No. 2003-47).

Section 2. That this Ordinance shall be effective January 1, 2020.

Section 3. 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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 07

OFFICERS AND EMPLOYEES GENERALLY

1. **EFFECT OF CHAPTER.** The provisions of this Chapter shall apply alike to all officers and employees of the City, regardless of the time of the creation of the office or of the time of the appointment of the officers, including officers and members of the Police and Fire Departments of the City.

2. **APPOINTMENT AND REMOVAL.** The City Manager shall have the power and authority to appoint and remove at will the Deputy and Assistant City Managers, all directors of departments, all deputy and assistant department directors, fire marshals, battalion chiefs, police personnel above the rank of sergeant, division managers, administrative secretaries, executive assistant, administrative assistant, members of the Legal Department, Personnel Specialists, Training Officer, Human Rights Officer, Systems Administrator, Senior Systems Analyst, Systems Analyst, Budget and Revenue Officer, Risk Management Assistant, Water Customer Service Manager, Water Customer Service Supervisor, Street and Sewer Maintenance Supervisor, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Engineering Services Coordinator, Supervisor of Technical Services, CAD System Coordinator, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, Building Inspections Manager, Senior Planner, Planners, Planning and Development Manager, Development and Revitalization Specialist, Senior Crime Analyst, Crime Analyst, Emergency Communications Manager, Emergency Communications Supervisors, Neighborhood Inspections Administrator,

Neighborhood Program Specialist, Enterprise Zone Administrator, and temporary and seasonal employees.

(Amended, Ordinance 2017-06, February 6, 2017) (Amended, Ordinance 2016-37, June 20, 2016) (Amended, Ordinance 2016-18, April 4, 2016) (Amended, Ordinance 2015-03, January 20, 2015) (Amended, Ordinance 2014-74, December 15, 2014) (Amended, Ordinance 2014-68, December 1, 2014) (Amended, Ordinance No. 2013-99, December 2, 2013) (Amended, Ordinance No. 2013-77, September 16, 2013) (Amended, Ordinance No. 2009-55, July 20, 2009) (Amended, Ordinance No. 2009-50, July 6, 2009) (Amended, Ordinance No. 2009-39, May 18, 2009) (Amended, Ordinance No. 2006-59, June 19, 2006) (Amended, Ordinance No. 2006-40, May 1, 2006) (Amended, Ordinance No. 2006-05, February 6, 2006) (Amended, Ordinance No. 2005-23, March 21, 2005) (Amended, Ordinance No. 2004-102, December 20, 2004) (Amended, Ordinance No. 2003-12, March 3, 2003) (Amended, Ordinance No. 2002-98, November 4, 2002) (Amended, Ordinance No. 2000-52, June 19, 2000) (Amended, Ordinance No. 2000-08, February 21, 2000)

3. **OATH.** Every officer of the City and every member of a Board or Commission of the City, shall, before entering upon his duties, take the oath prescribed by law.

4. **MONEY RECEIVED.** Every officer or employee of the City, or other person who receives money on behalf of the City, shall turn the same over to the City Treasurer at the end of the day in which the same is received. Such officers or employees shall keep a true and accurate account of such receipts with the name of the party paying same, the amount thereof, date of payment, and the purpose or reason for payment. Such officers or employees shall, on the first day of each month, render a report under oath to the Director of the Department to which they are assigned, of all such receipts.

5. **BOND.** Every officer and employee shall, if required by statute or ordinance, upon entering upon the duties of the office, give a bond in such amount and with such sureties as may be provided by ordinance, conditioned upon the faithful performance of the duties of the office or position.

6. **SALARIES.** All officers and employees of the City shall receive such salaries as may be provided from time to time by ordinance, unless otherwise fixed by law, and shall be paid at such periods as directed by the City Manager.

7. **PAY PLAN.**

A. Classified employees other than those designated as management employees by the City Manager shall be paid bi-weekly according to a pay plan established and modified from time to time by the City Council and upon approval of payrolls submitted to the Council. Said pay plan shall assign a grade or range to each position classification, and each employee shall be paid according to the step in that grade or range said employee has achieved, beginning with Step A at entry into grade unless otherwise directed by the City Manager.

B. Advancement from a lower step to a higher step within the pay plan established by the Council shall be as authorized and directed by the City Manager, but such advancement shall not be made more than once in any 6 month period as to steps A to B and B to C and not more than once annually as to all other steps.

8. **PAYROLL DEDUCTIONS.**

A. On an employee's starting date, the employee shall supply the Finance Department with the following information:

(1) A statement indicating the number of dependents to be used in computing the amount required to be withheld from the employee's paycheck under state and federal tax laws;

(2) A statement authorizing deductions and designating beneficiaries for the appropriate state pension fund; and,

(3) A statement of information as required for coverage under the City's employee performance bond.

B. An employee may, at any time, make arrangements in writing with the Finance Department regarding the following deductions, as approved by the City Manager: employee insurance, credit union shares or loan repayment, union dues, United Way, Police Benevolent Association or other similar purposes.

9. **VETERAN'S DAY.** Veteran's Day shall be celebrated for all City purposes on the 11th day of November of each year, as provided by administrative regulation and by collective bargaining agreement.

10. **VACATION.** At the discretion of the City Manager, vacation time may be prorated based on continuous service and granted to employees who resign in good standing.

11. **PART TIME, TEMPORARY AND SEASONAL EMPLOYEES.**

A. Permanent part-time employees who work at least 20 hours but fewer than 40 hours per week shall accrue the following:

(1) After completion of one year continuous service uninterrupted by resignation or discharge, one (1) week of vacation per year, which must be taken within twelve (12) months from the date that the same accrues;

(2) One half (1/2) day of sick leave for each month of continuous and uninterrupted service, to a maximum of sixty seven (67) days.

B. Temporary and seasonal full-time employees shall be paid for overtime at the same rate as other employees in the same department that are not designated as management by the City Manager.

12. **ARRESTS.** The members of the City Council, the City Manager, the members of the Fire and Police Departments, the officers and employees designated as inspectors in the Economic and Community Development Department, the Neighborhood Service Officers and members of

the Millikin University Police are hereby declared to be conservators of the peace with such powers to make arrests as are given to the conservators of the peace by Statute.

(Amended, Ordinance No. 2017-07, February 6, 2017) (Amended, Ordinance No. 2010-03, February 1, 2010) (Amended, Ordinance No. 2009-39, May 18, 2009) (Amended, Ordinance No. 94-70, September 19, 1994) (Amended, Ordinance 2014-38, August 4, 2014)

13. **TERMINATION OF OFFICE.** Every officer or employee of the City, upon the termination of his office or employment, for any cause whatsoever, shall deliver to the Director of his department all property, books, and records which may be the property of the City. Upon such termination of the office of a Director of a department of the City, such property, books and records shall be delivered to the City Manager.

14. **IMPERSONATION.** It shall be unlawful for any person to falsely represent himself or herself to be an officer or employee of the City, or, without being duly authorized by the City, exercise or attempt to exercise any of the duties, functions or powers of a City officer or employee, or to wear in public any uniform, or any badge, patch, device or other insignia, identical with or substantially similar in appearance to those worn by the officers or employees of any department of the City as their official uniform or insignia. Any person violating this section shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00) for each offense. (Amended, Ordinance No. 2011-66, October 31)

15. **INTERFERENCE.** It shall be unlawful to interfere with or hinder any officer or employee of the City while he is engaged in the duties of his office or employment. Any person, firm or corporation violating any of the provisions of this section shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00) for each offense. (Amended, Ordinance No. 2011-66, October 31, 2011)

16. **RETIREMENT AGE.** The retirement age of all members of the Police and Fire departments is hereby fixed at 63 years. Mandatory retirement for additional twelve-month periods may be extended by the City Manager where he deems the convenience and necessity of the public service requires such additional service of an individual employee.

17. **WORKER'S COMPENSATION.** All officers and employees of the City, including all members of the Police and Fire Departments of the City, shall be covered by the provisions of the Acts of the General Assembly entitled, "The Workers' Compensation Act" and "Workers' Occupational Diseases Act."

18. **DEMOTION FOR CAUSE.** In addition to the power and authority to discharge or remove or suspend an officer or employee in the classified civil service of the City, the Civil Service Commission shall be, and it is hereby, empowered and authorized to demote, except that no officer or employee in such service who is appointed under the rules and after examination may be demoted except for cause upon written charges and after an opportunity to be heard in his own defense and otherwise in the same manner as is provided for discharge or removal or suspension for a period of more than thirty days.

19. **VOLUNTARY DEMOTION.** In addition to the power and authority to demote for cause as provided in Section 18 hereof, said Commission shall be, and it is hereby, empowered and authorized to demote upon request of the officer or employee in the classified service concurred in by the City Manager. Such request and concurrence shall be in writing filed with the Commission and shall each specify the position to which demotion is requested and concurred in. The request shall be supported by appearance before the Commission wherein the same is personally acknowledged by such officer or employee.

20. PLACEMENT ON DEMOTION. Demotion, whether voluntary or involuntary as provided herein, may be to any rank in the promotional order below the position demoted from, if there is such an identifiable order. In the absence of such identifiable promotional order, demotion shall be to a position of suitable activity and responsibility as may be determined by the Commission upon consultation with the City Manager, provided that no demotion shall result in a transfer between departments except upon the concurrence in writing by the City Manager.

21. POSITION AVAILABILITY. If an employee or officer in the classified service is demoted to a position wherein a vacancy exists in the authorized numbers of such position on the effective date of such demotion, such vacancy shall be filled thereby before certification and appointment from any eligibility register for such position. If such an employee or officer is demoted to a position wherein no vacancy exists in the then authorized number thereof on the effective date of such demotion, said authorized number shall be without further action increased by one until the next succeeding vacancy occurs therein whereupon without further action said authorized number shall be reduced by one, unless otherwise authorized by the City Manager.

22. PROMOTION TO UNCLASSIFIED POSITION.

A. An employee who has been appointed in accordance with the provisions of statute, ordinance and rule to a position in the classified service and who, after expiration of the probationary period attached to said position, if any, is subsequently appointed as authorized by and pursuant to the provisions of law or ordinance to an unclassified position or office, except Foreman, shall continue to occupy said classified position with the duties of said unclassified position being substituted for those of such classified position. Such person shall remain a member of, and said classified position shall continue to be classified in, the department, force or service in which the same was classified at the time of such subsequent appointment. Seniority and

pension rights and civil service status shall not be affected by appointment to an unclassified position and the time served therein shall constitute creditable service in said classified position. In lieu of the compensation and benefits authorized for said classified position and attached thereto, the benefits of said unclassified position shall be substituted, whereupon the same shall be considered to be authorized for and attached to that particular classified position continued to be occupied as aforesaid. In the event of such an appointment, the authorized number of the affected classified position, upon the direction of the City Manager, may be increased by one, in which case the vacancy resulting therefrom shall be filled as provided by law or ordinance. Upon resignation or removal from an unclassified position before the termination of occupancy of a classified position the substitution of duties, and of compensation and benefits, shall cease. If at the time such substitution of duties ceases there is a vacancy in the authorized number of the affected classified position or if none is then existent upon the occurrence of the first vacancy thereafter, at the direction of the City Manager the authorized number thereof may be reduced by one and such vacancy eliminated without appointment from any eligibility register. During the continuance of substitution of duties as aforesaid, said classified position may be modified, eliminated or otherwise affected the same, and in the same manner, as if such substitution had not occurred, and an employee or officer may be suspended, demoted, or removed or discharged for cause from the classified service the same, and in the same manner, as if said substitution had not occurred whether the basis thereof arises out of or is connected with the substituted duties or otherwise.

(Amended, Ordinance No. 94-70, September 19, 1994)

B. Subparagraph (A) hereof shall be inapplicable to any such employee who remains in an unclassified position in excess of three (3) months, at which time such employee will no longer

be entitled to any rights or privileges specified therein nor to any rights arising out of civil service law generally. (Amended, Ordinance No. 95-54, October 30, 1995)

23. APPOINTMENTS FROM ELIGIBLE REGISTERS.

A. Department directors, as appointing officers, are authorized to appoint any candidate for any non-promotional classified position with the City who is placed on the eligible register for such position by the Civil Service Commission, without regard to the rank of said person on such register. (Amended, Ordinance No. 2002-03, January 4, 2002) (Amended, Ordinance No. 2018-08, March 19, 2018)

24. COMMISSION RULES. Except as the provisions of Sections 18 through 23, inclusive, are applicable to the City Manager, the power and authority of the Civil Service Commission to make rules shall apply thereto to carry out the purpose and intent thereof, but no rule contrary to or in conflict with said provisions shall be made.

25. DEFENSE AND INDEMNITY. Except for gross negligence, willful and wanton conduct or criminal misconduct, if any claim or action is instituted against an officer, employee or member of a board, commission or committee of the City, or a former officer, employee or member, based upon an injury allegedly arising out of an act or omission occurring within the performance of the duties on behalf of the City of such officer, employee or member, provided notice of such claim or action is given to the City Clerk within a reasonable time, the City, at its option, shall do or cause to be done, one or more of the following:

- (a) Appear and defend against said claim;
- (b) Indemnify such officer, employee or member for the cost and expense of defending against such claim or action;

(c) Pay any judgment, or indemnify such employee or member for any judgment, based on such claim or action; or,

(d) Pay, or so indemnify for, the compromise or settlement of such claim or action.

26. **LINE ITEM AUTHORIZATION.** The City Manager ~~is, and those employees designated by said officer, are~~ authorized to expend ~~Forty-Two~~ Twenty Thousand Dollars (\$~~420,000.00~~) or less for single items of personal property, parcels of real property, contracts for professional, technical or expert services or construction contracts, or for matters deemed in the best interests of the City as determined by the City Manager, without further approval of Council, but only if specifically set forth as a line item and approved by Council in the approved budget and there exists the Council has appropriated sufficient funds for said expenditures. (Amended, Ordinance No. 2012-13; Ordinance No. 2003-47)

27. **AUTHORIZATION.** The City Manager, and those employees designated by said officer, are authorized to expend Twenty Thousand Dollars (\$20,000.00) or less for single items of personal property, parcels of real property, contracts for professional, technical or expert services or construction contracts, or for matters deemed in the best interests of the City as determined by the City Manager, without further approval of Council, but only if the Council has appropriated sufficient funds for said expenditures. (Amended, Ordinance No. 2012-13; Ordinance No. 2003-47)

SUBJECT: Resolution Authorizing Agreement City of Decatur, Illinois, Mueller Co. LLC

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution Authorizing Agreement City of Decatur, Illinois, Mueller Co. LLC	Resolution Letter

August 29, 2019

TO: Mayor & City Council

FROM: Scot Wrighton, City Manager 

RE: Mueller Plant Expansion

Mueller Company's new plant on North Jasper Street has already been announced. The city was a key party to the economic development work required to secure this project and, in conjunction with the Economic Development Corporation of Decatur/Macon County, the city helped put together the incentive package.

To properly and effectively develop the North Jasper foundry site, Mueller Company needed to acquire property from the Norfolk-Southern Railway that was formerly a part of the Terminal Rail system (Inter Urban). Title issues, and the gap between the oddly shaped tract's fair market value and the values assigned to it by the railroad, created acquisition problems that the city ultimately resolved by agreeing to make a cash contribution to bridge the gap between the different valuations. The foundry project would likely have not been possible without resolution of this problem.

Given the long-term importance of Mueller Company operations to the city of Decatur, and the history the city has in assisting Mueller Company with their local manufacturing operations, the Mayor and City Council have agreed to provide this development incentive because it will better secure the company's place in the local economy. This assistance to Mueller Company is in addition to the grant the city and the State Legislature helped arrange for the construction of a future Mueller parking lot near the corner of Monroe and West Eldorado Streets.

It is recommended that the resolution be approved and adopted.

RESOLUTION NO. R2019 _____

**RESOLUTION AUTHORIZING AGREEMENT
-CITY OF DECATUR, ILLINOIS-
-MUELLER CO. LLC-**

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

Section 1. That the Agreement presented to the Council herewith, between THE CITY
OF DECATUR, ILLINOIS, AND MUELLER CO. LLC, be, and the same is hereby, received,
placed on file and approved.

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

PRESENTED AND ADOPTED this _____ day of _____, 2019.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF DECATUR, ILLINOIS**, an Illinois municipal corporation (“City”) and **MUELLER CO. LLC** (“Mueller”). The City and Mueller are hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Mueller currently owns and operates manufacturing facilities including facilities located in the City of Decatur, Illinois which employ many persons; and

WHEREAS, Mueller has obtained property identified as Parcel #1 on Exhibit A, (attached hereto and incorporated herein by reference) for the development and construction of a manufacturing facility (“Facility”) to be constructed, owned and used by Mueller for their manufacturing purposes; and

WHEREAS, the development and construction of the Facility is expected to create and/or retain job opportunities with Mueller within the City of Decatur, Illinois; and

WHEREAS, Mueller requires the acquisition of an adjoining and adjacent parcel of land owned by the Norfolk-Southern Railroad identified as Parcel #2 on Exhibit A to provide for the development and construction of the above described facility; and

WHEREAS, Parcel #1 and Parcel #2 as set forth in Exhibit A are vacant and undeveloped land and have been for many years; and

WHEREAS, acquisition of Parcel #2 as set forth in Exhibit A is necessary for the development and construction of the Facility and without this Agreement, the Project would likely not occur; and

WHEREAS, the City wishes to assist in the acquisition of the Parcels for the development of the Facility; and

WHEREAS, the acquisition of Parcel #1 and Parcel #2 as set forth in Exhibit A and construction of the Facility will strengthen the commercial concerns of the City and enhance the tax base of the municipality; and

WHEREAS, the acquisition of the Parcels and construction of the Facility are in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties agree as follows:

WITNESSETH:

SECTION ONE. Mueller agrees to purchase Parcel #1 and Parcel #2 as set forth in Exhibit A to be used for the development and construction of a manufacturing facility for Mueller.

SECTION TWO. City agrees to pay to Mueller the sum of Thirty-Two Thousand Dollars (\$32,000) per acre for a maximum of three (3) acres as representing partial reimbursement of Mueller's acquisition costs of the Parcels to assist Mueller with expansion and enlargement of Mueller operations and employment in Decatur, Illinois and is conditioned upon said expansion and enlargement of Mueller operations and employment in Decatur, Illinois.

SECTION THREE. The reimbursement amount shall be paid from funds in the City's economic development fund and shall be transferred to Mueller within ten (10) days following Mueller's acquisition of Parcel #2 as set forth in Exhibit A from Norfolk-Southern Railroad.

SECTION FOUR. City will assume no liability, obligation or responsibility for clean-up or remediation of Parcel #2 as set forth in Exhibit A and makes no condition, warranty or representation as to its condition and Mueller, by entering into this Agreement, expressly acknowledges such and agrees to indemnify the City from any such claims and demands and hold the City harmless for any such claims and demands from any source.

SECTION FIVE. The Parties agree that any public announcement of Mueller's expansion and development plans for its Decatur facilities, including those incorporating the Parcels that are the subject of this Agreement, may be conditioned upon the City Council approving this Agreement and that the Parties will coordinate and agree to the date and time of City Council action and Mueller's announcement.

SECTION SIX. That this Agreement shall be effective immediately upon signature of the Parties and upon its passage by the Decatur City Council.

CITY OF DECATUR, ILLINOIS

MUELLER CO. LLC

By: _____

By: _____

Date: _____

Date: _____



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2373 West Ash Avenue

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 2373 West Ash Avenue
2. 2380 West Ash Avenue
3. 2410 Boiling Springs Road
4. 3525 Catherine Street
5. 3071 Danny Drive
6. 2215 Dunes Drive
7. 2355 North Elizabeth Drive
8. 3258 Fite Drive
9. 3320 South Greenview Drive
10. 2525 East Mound Road
11. 4115 North Taylor Avenue
12. 3524 West Ravina Park Road
13. 2650 South Taylorville Road

BACKGROUND: The subject properties are being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Administrative Secretary. 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 2373 West	Ordinance

Ash Avenue

2373 West Ash Avenue Vicinity Map

Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2373 WEST ASH AVENUE**

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 Randy E. Betzer and Lisa E. Betzer, requesting that there be annexed to the City territory described as:

LOT ONE (1) OF PINEWICK ACRES

PIN# 07-07-29-426-001

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

RANDY E. BETZER + LISA E. BETZER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2373 West Ash Avenue, and legally described as follows:

LOT ONE (1) OF PINEWICK ACRES

PIN # 07-07-29-426-001

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

Randy E. Betzer
Lisa E. Betzer

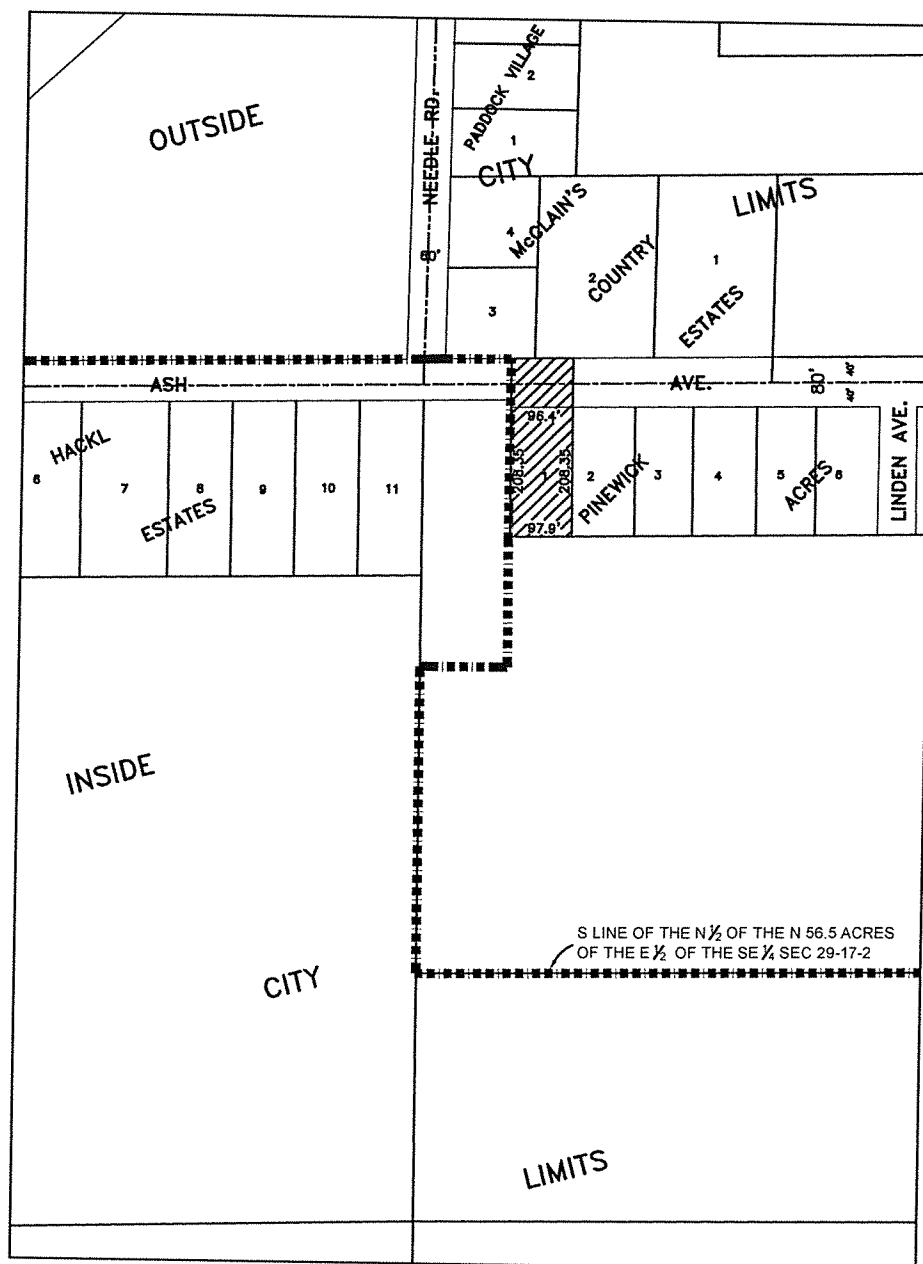
RANDY E. BETZER 2373 W. ASH AV. DECATUR, IL.
Lisa E. Betzer 2373 W. Ash Decatur IL

Signed and sworn to before me this

12 day of August, 2019
Christopher Roth
 Notary Public



(Rev. 12/2014)

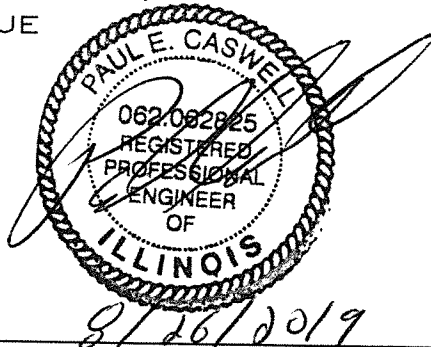


0.4647±

0.4647± acres

96± lin. ft. of public road

HICKORY POINT township

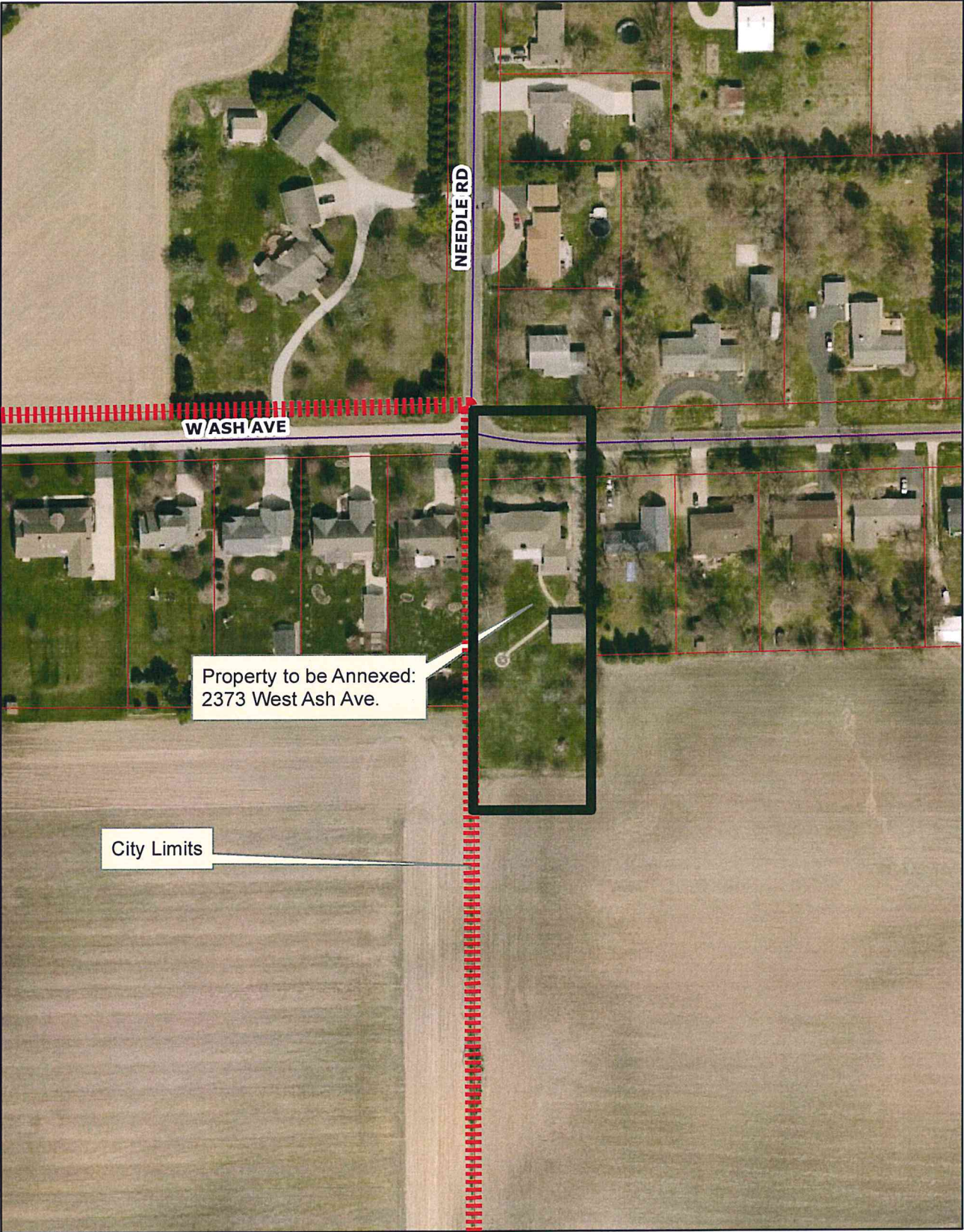
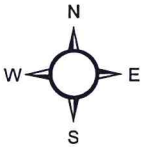


All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

ORDINANCE NO: _____

DATE: _____ Page 256 of 366

Property Proposed To Be Annexed Vicinity Map For 2373 West Ash Avenue



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2380 West Ash Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2380 West Ash Avenue	Ordinance
2380 West Ash Avenue Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2380 WEST ASH AVENUE**

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 Darryl F. Stock and Karen Kay Stock, requesting that there be annexed to the City territory described as:

LOT THREE (3) OF MCCLAIN'S COUNTRY ESTATES

PIN# 07-07-29-276-013

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Darryl F. Stock
 Karen K. Stock

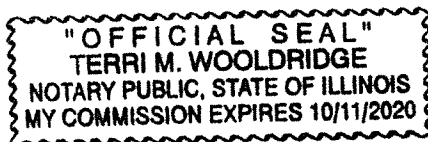
6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2380 West Ash Avenue, and legally described as follows:

LOT THREE (3) OF MCCLAIN'S COUNTRY ESTATES

PIN # 07-07-29-276-013

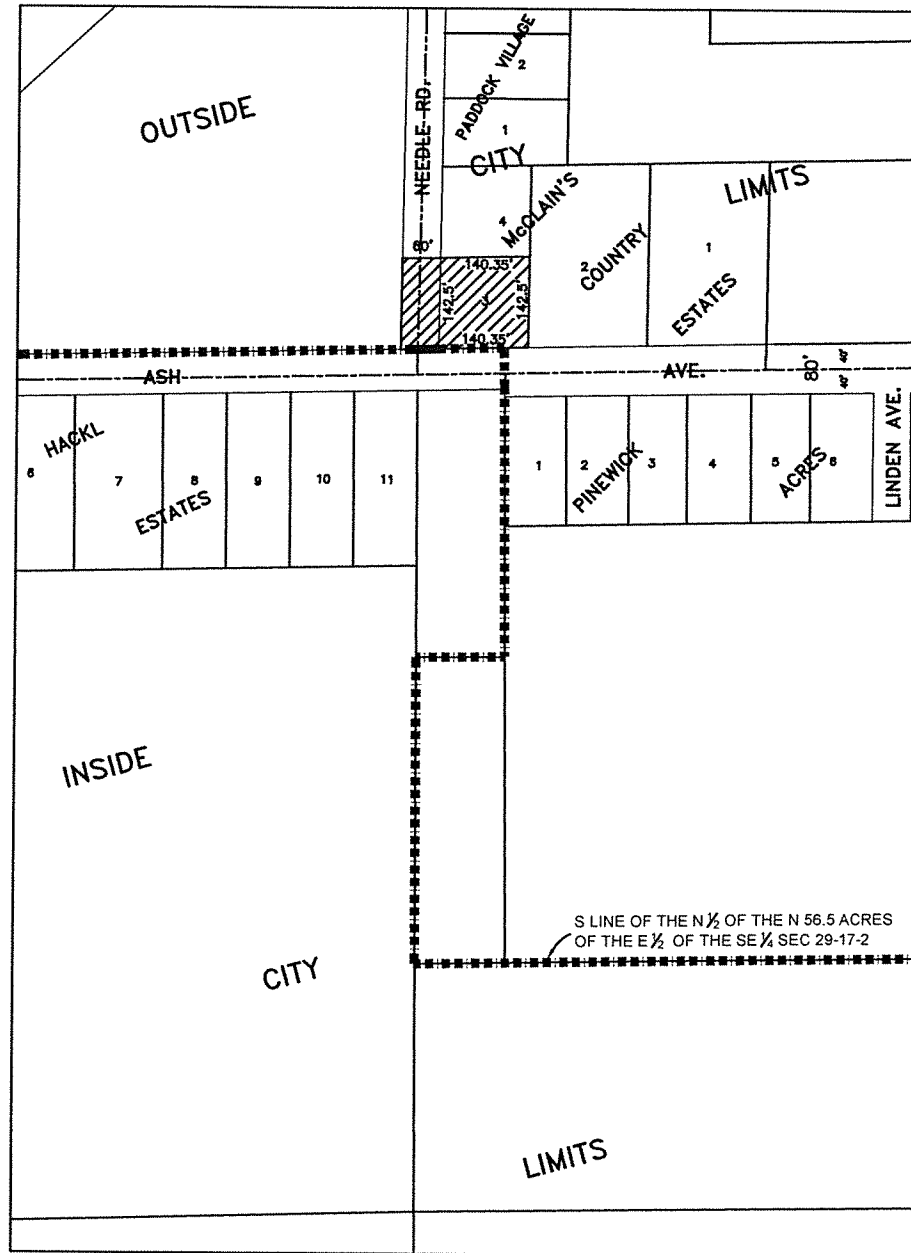
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<i>Darryl F. Stock</i>	Darryl F. Stock	2380 W. Ash Ave., Decatur, IL
<i>Karen Kay Stock</i>	Karen K. Stock	2380 W. Ash Ave., Decatur, IL

Signed and sworn to before me this 6th day of August, 2019

Terri M. Wooldridge
 Notary Public

Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2380 WEST ASH AVENUE



indicates territory annexed



indicates existing corporate limits
0.459± acres

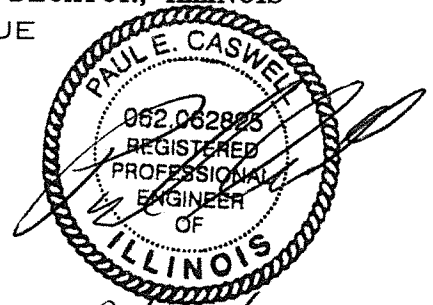
AREA 0.0007± sq. miles

142± lin. ft. of public road

HICKORY POINT township



N.T.S.



8/16/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

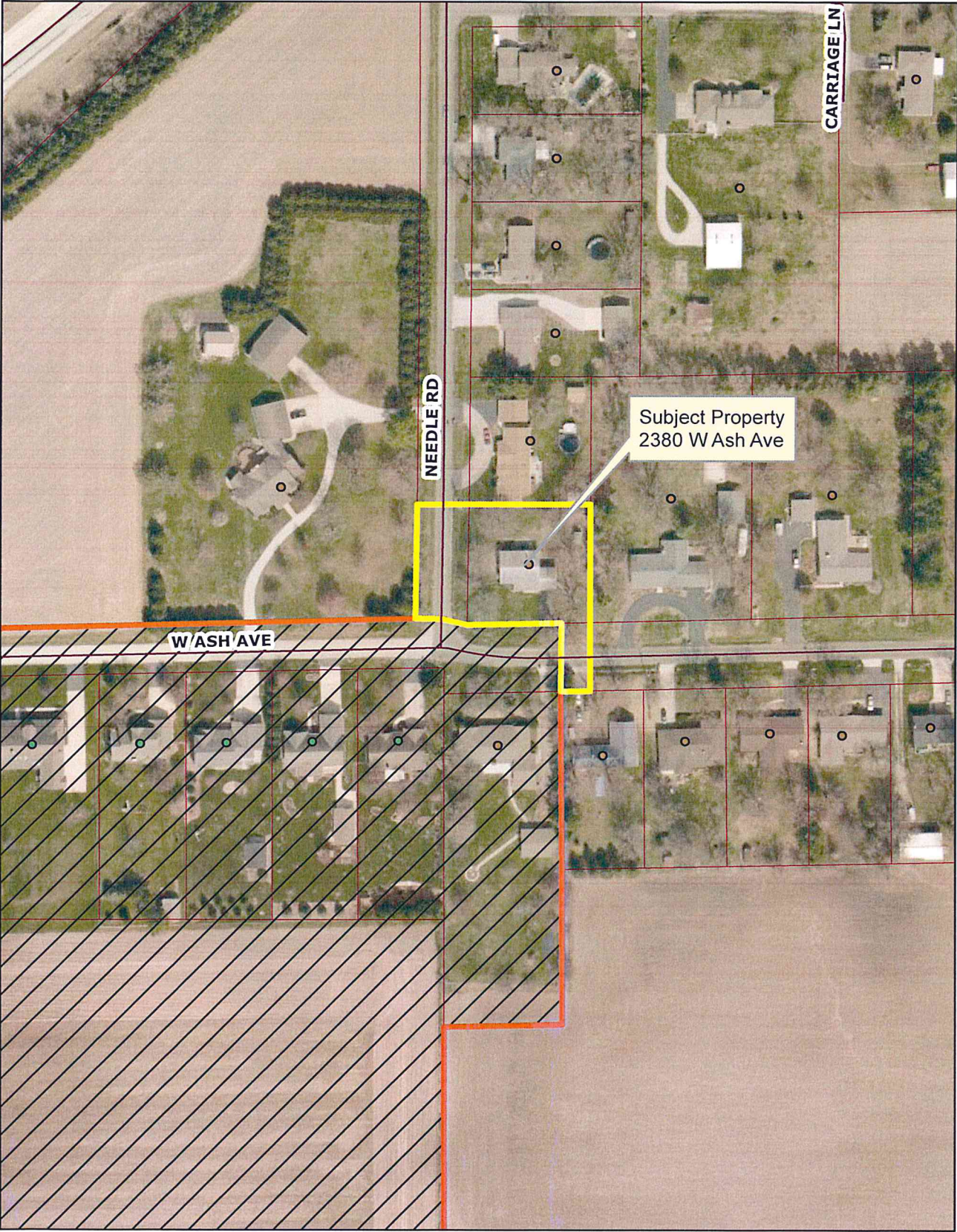
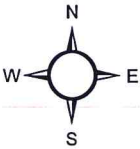
ORDINANCE NO: _____

DATE: _____ Page 262 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

Property Proposed To Be Annexed
Vicinity Map For 2380 W Ash Avenue



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2410 & 2350 Boiling Springs Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2410 & 2350 Boiling Springs Road	Ordinance
2410 & 2350 Boiling Springs Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2410 & 2350 BOILING SPRINGS 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 Richard A. Riley, Jr., Pastor, Boiling Springs Church of God, requesting that there be annexed to the City territory described as:

BEG INT N LN BOILING SPRINGS RD & W LN SE ¼ NE ¼ E275' N TO SW COR LT 19
TENNISON ADD

PIN# 07-07-32-276-015

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

RICHARD A. RILEY, JR.

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2410 & 2350 Boiling Springs Road, and legally described as follows:

BEG INT N LN BOILING SPRINGS RD & W LN SE ¼ NE ¼ E275' N TO SW COR LT 19
TENNISON ADD

PIN # 07-07-32-276-015

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

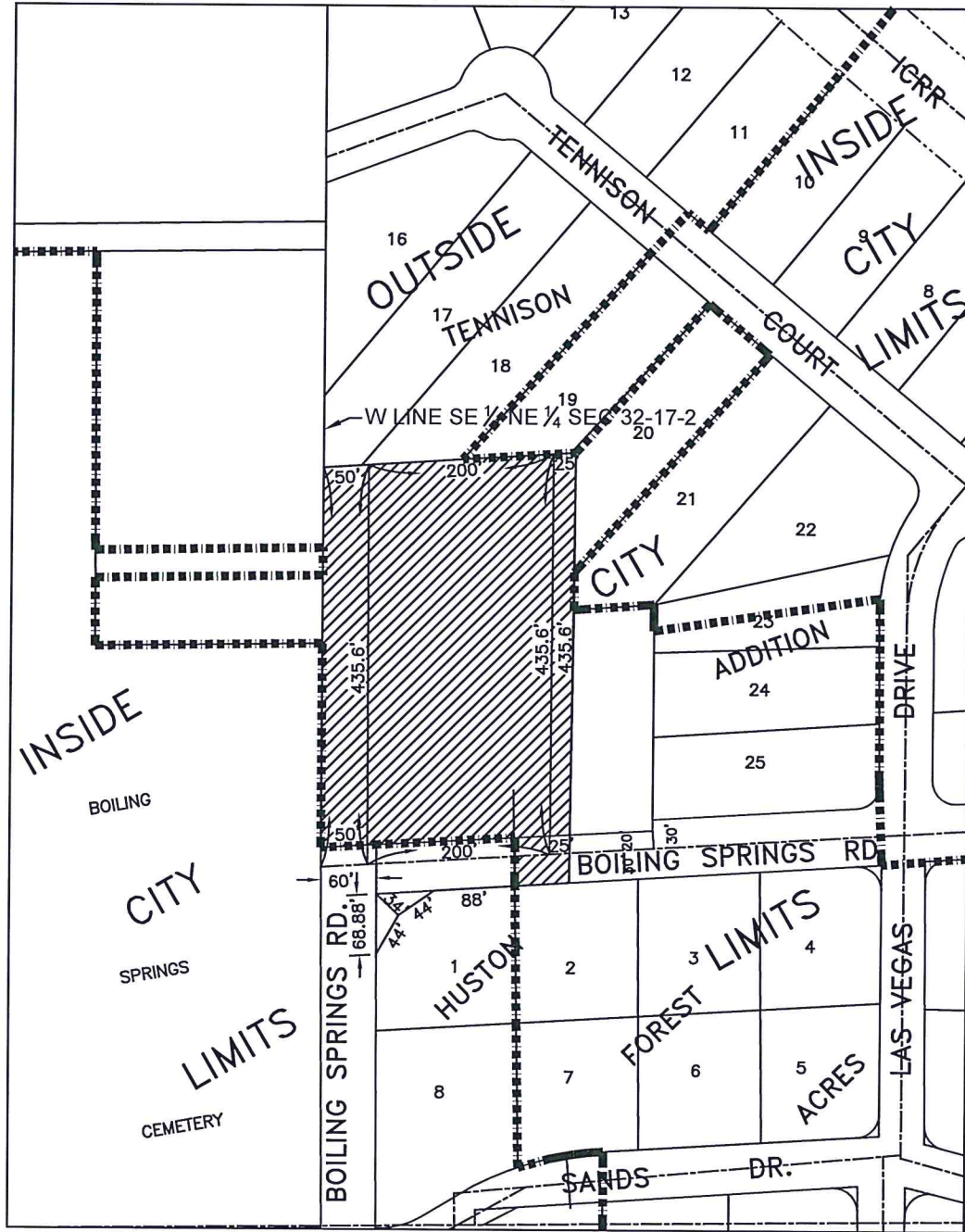
Richard A. Riley Jr. RICHARD A. RILEY, JR. 2410 BOILING SPRINGS RD.
PASTOR, BOILING SPRINGS CHURCH OF GOD

Signed and sworn to before me this 14th day of August, 2019Tara R. Bachstein

Notary Public



Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2410/2350 BOILING SPRINGS ROAD



indicates territory annexed



indicates existing corporate limits
2.75± acres

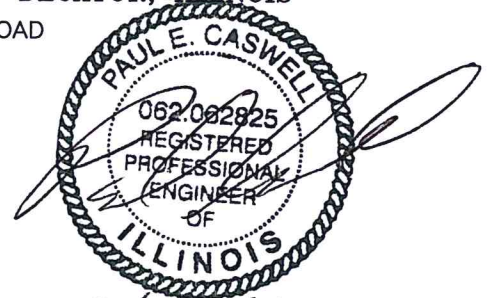
AREA 0.00429± sq. miles

60± lin. ft. of public road

HICKORY POINT township



N.T.S.



8/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

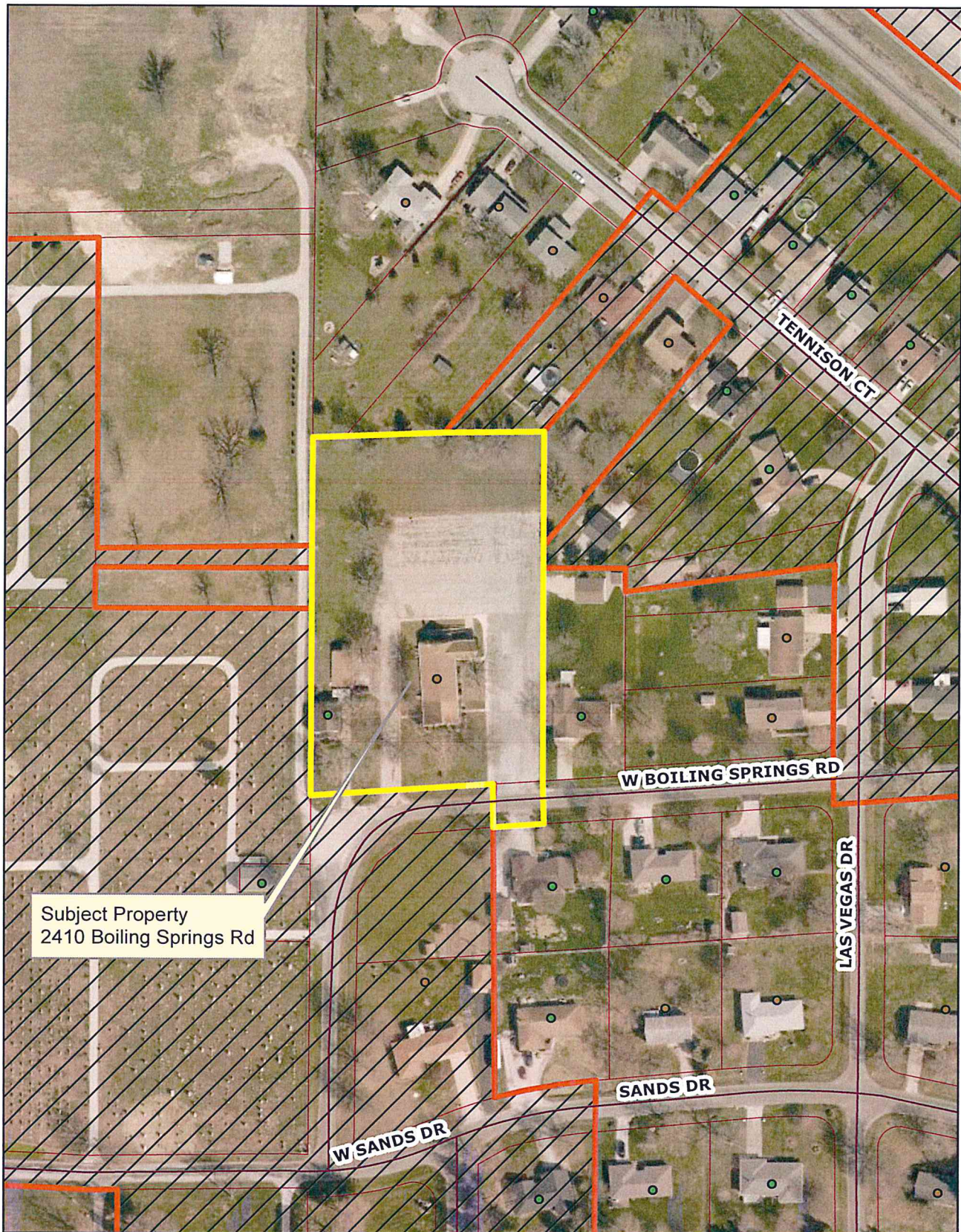
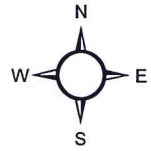
ORDINANCE NO: _____

DATE: _____ Page 268 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

Property Proposed To Be Annexed Vicinity Map For 2410 Boiling Springs Road



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3525 Catherine Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3525 Catherine Street	Ordinance
3525 Catherine Street Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3525 CATHERINE STREET**

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 William D. Schonert and Carol S. Schonert, requesting that there be annexed to the City territory described as:

LOT 2 OF HANDY ACRES

PIN# 04-12-06-427-009

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

2 William D. Schonert
Carol S. Schonert

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3525 Catherine Street, and legally described as follows:

LOT 2 OF HANDY ACRES

PIN # 04-12-06-427-009

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

<u>Carol S. Schonert</u>	<u>Carol S. Schonert</u>	<u>3525 W. Catherine</u>
<u>William D. Schonert</u>		<u>11</u>
		<u>SAME</u>

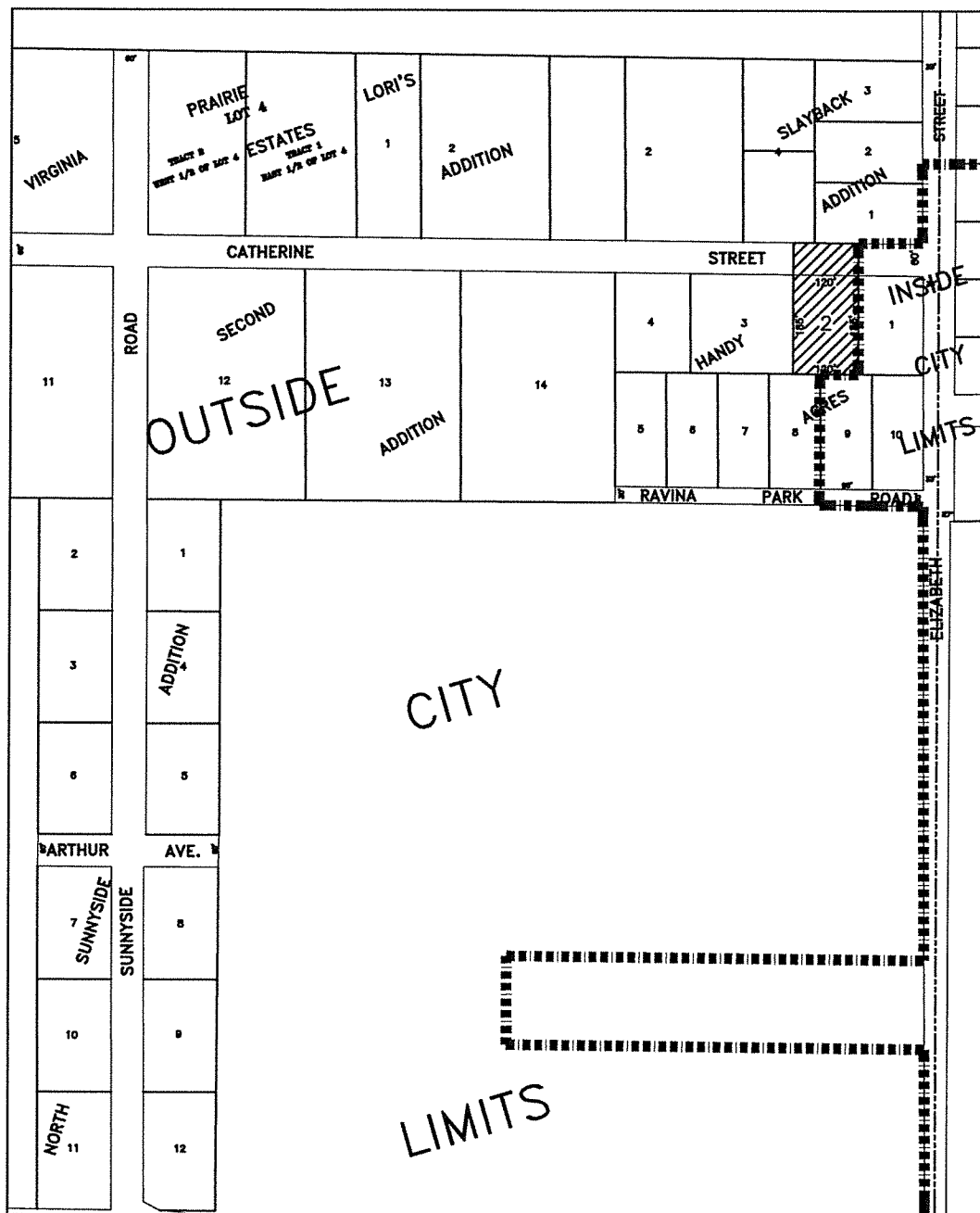
Signed and sworn to before me this 8th day of August, 2019Felicia A. Evans

Notary Public

(Rev. 12/2014)



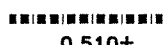
Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3525 CATHERINE STREET



indicates territory annexed



indicates existing corporate limits

0.510± acres

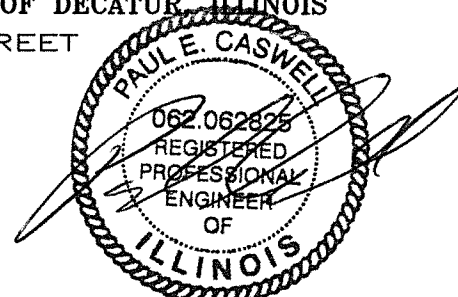
AREA 0.0007± sq. miles

120± lin. ft. of public road

DECATUR township



N.T.S.



8/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

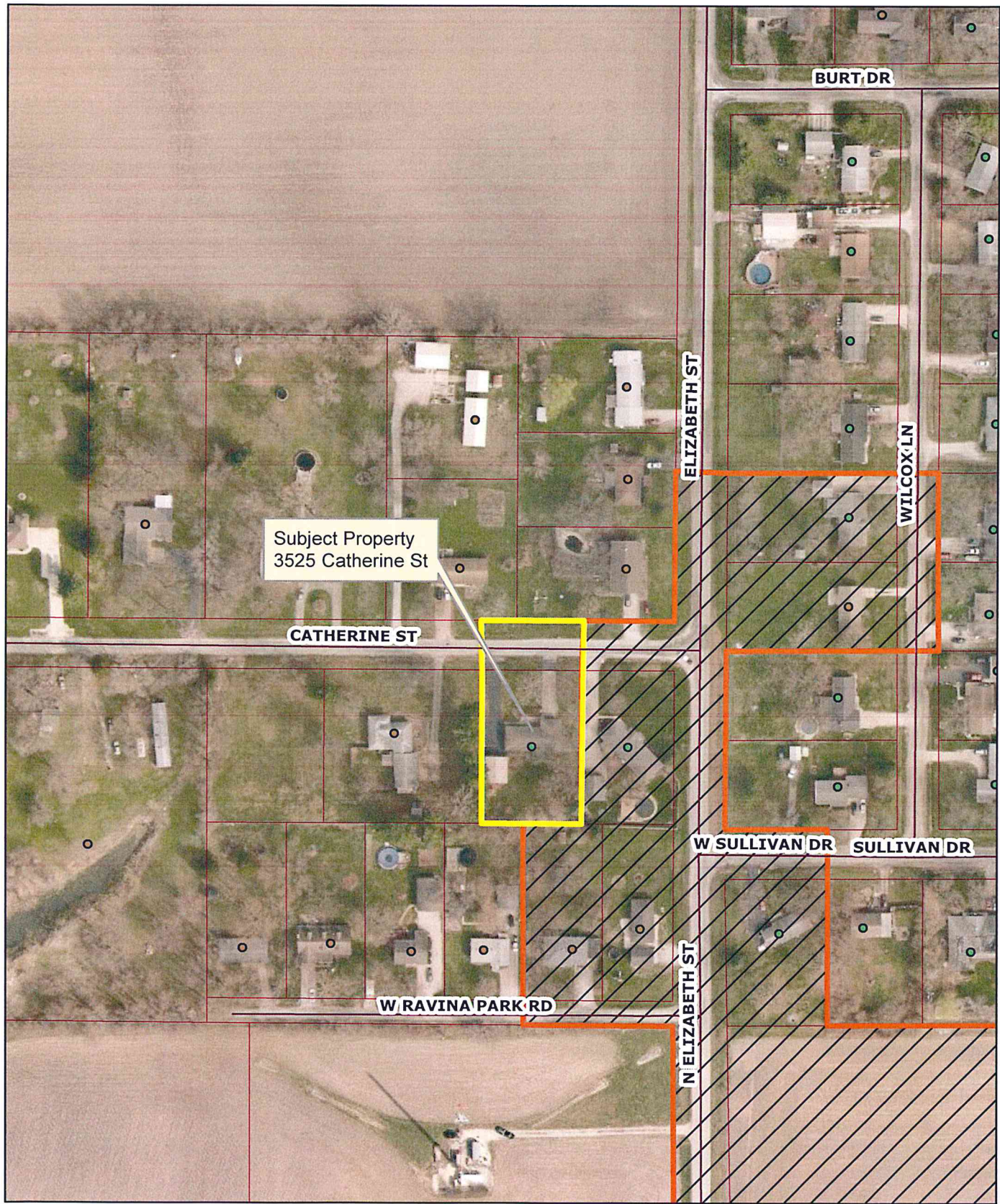
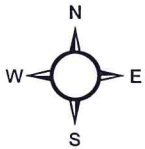
DATE: _____ Page 274 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

Property Proposed To Be Annexed

Vicinity Map For 3525 Catherine Street



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3071 Danny Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3071 Danny Drive	Ordinance
3071 Danny Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3071 DANNY DRIVE**

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

LOT 14 SOUTHERN MEADOWS ADDITION

PIN# 17-12-34-203-003

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

LINDA D. BROOKS

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3071 Danny Drive, and legally described as follows:

LOT 14 SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-203-003

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

Linda Brooks LINDA BROOKS 3071 S. DANNY Drive
Decatur, IL. 62521

Linda D. BrooksSigned and sworn to before me this 9th day of August, 2019Felicia A. Evans
Notary Public

(Rev. 12/2014)

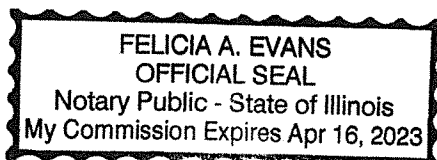
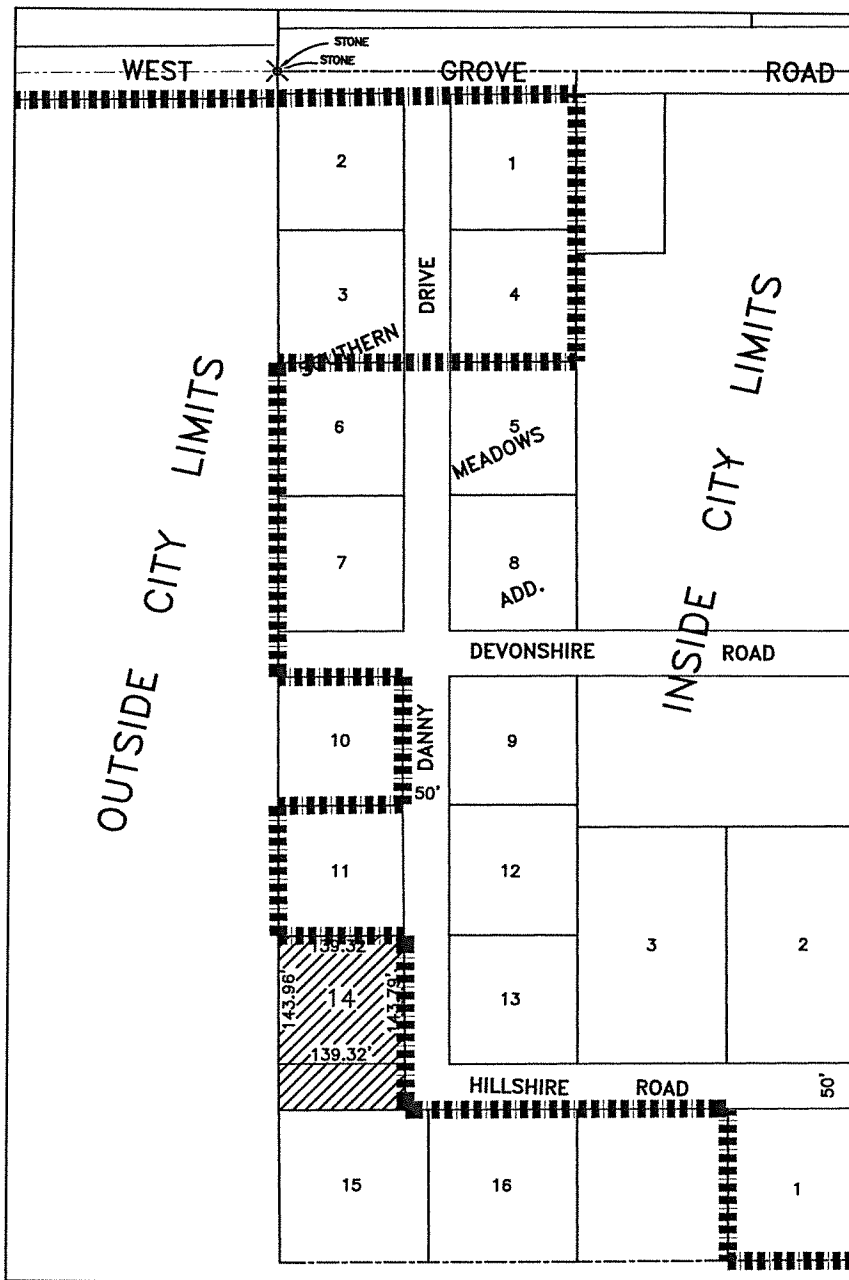


Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3071 DANNY DRIVE



indicates territory annexed



indicates existing corporate limits

0.4604± acres

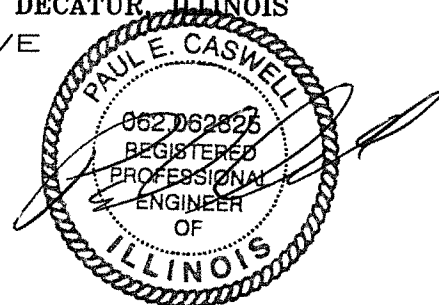
AREA 0.0007± sq. miles

139± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



8/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

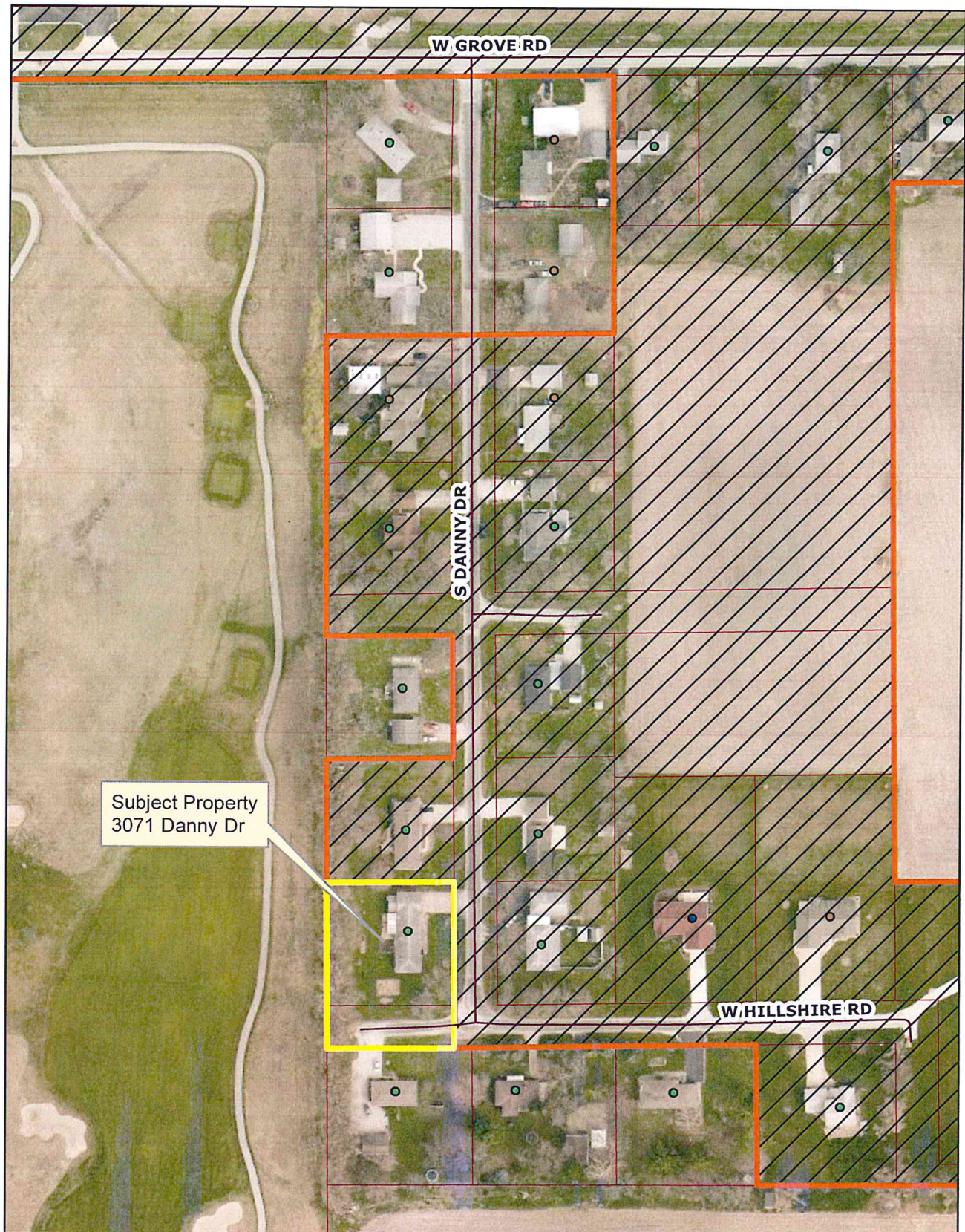
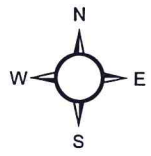
ORDINANCE NO: _____

DATE: _____ Page 280 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

Property Proposed To Be Annexed Vicinity Map For 3071 Danny Drive



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2215 Dunes Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2215 Dunes Drive	Ordinance
2215 Dunes Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2215 DUNES DRIVE**

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

LOT 78 HUSTON FOREST ACRES

PIN# 07-07-32-431-002

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

DENNIS A. LAWTON

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2215 Dunes Drive, and legally described as follows:

LOT 78 HUSTON FOREST ACRES

PIN #07-07-32-431-002 _____

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATEDennis A. LawtonDENNIS A. LAWTON2215 DUNES DR.DECATUR, IL.Signed and sworn to before me this 5th day of August, 20 19Tara R. Bachstein
Notary Public

(Rev. 12/2014)

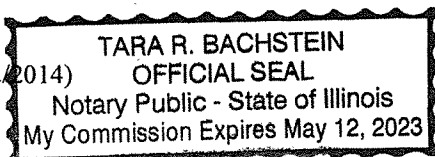
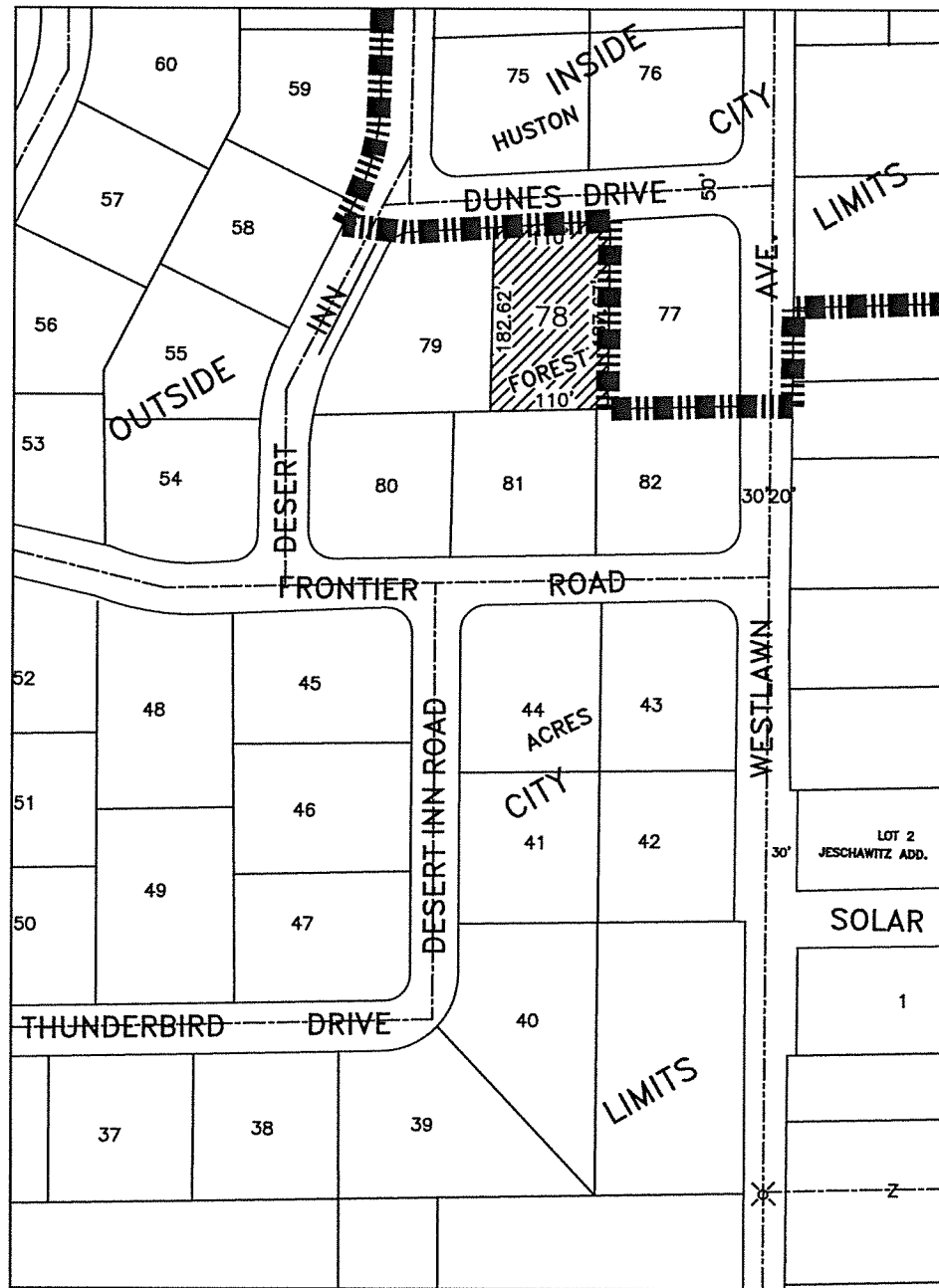


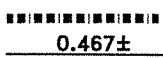
Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2215 DUNES DRIVE



indicates territory annexed



indicates existing corporate limits
0.467± acres

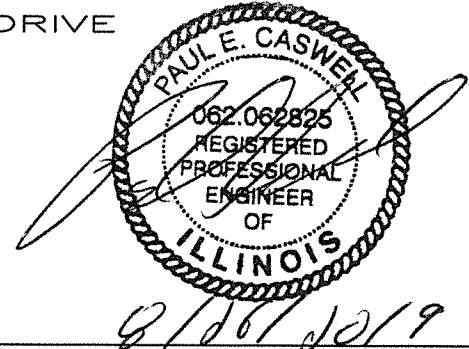
AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

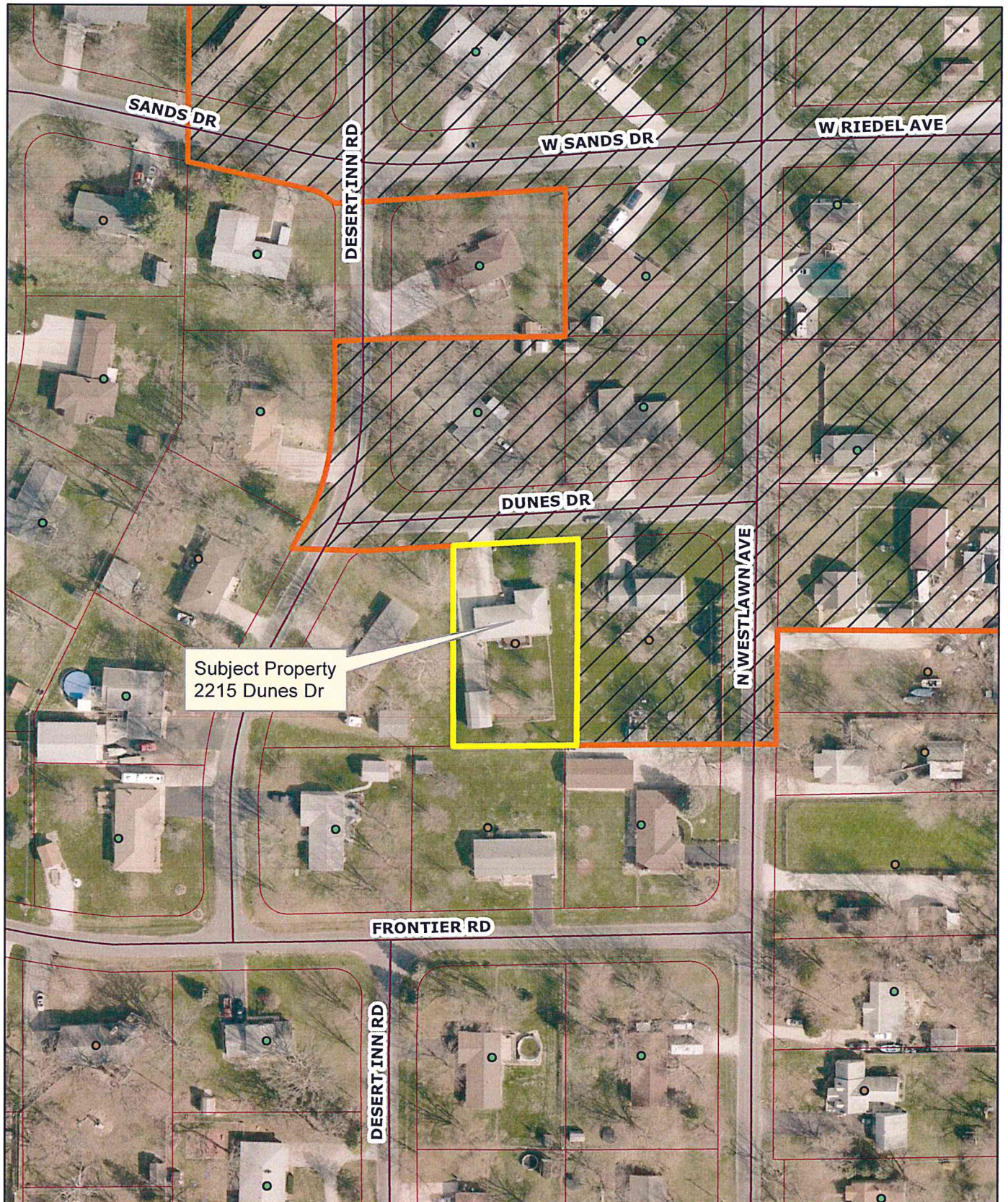
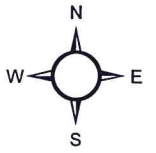
ORDINANCE NO: _____

DATE: _____ Page 286 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

Property Proposed To Be Annexed Vicinity Map For 2215 Dunes Drive



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2355 North Elizabeth Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2355 North Elizabeth Drive	Ordinance
2355 North Elizabeth Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2355 NORTH ELIZABETH DRIVE**

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

ROY R SLAYBACK ADDITION LOT 2

PIN# 04-12-06-426-008

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Rollan J. GongwerCarol A. Gongwer

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2355 North Elizabeth Drive, and legally described as follows:

ROY R SLAYBACK ADDITION LOT 2

PIN #04-12-06-426-008 _____

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.

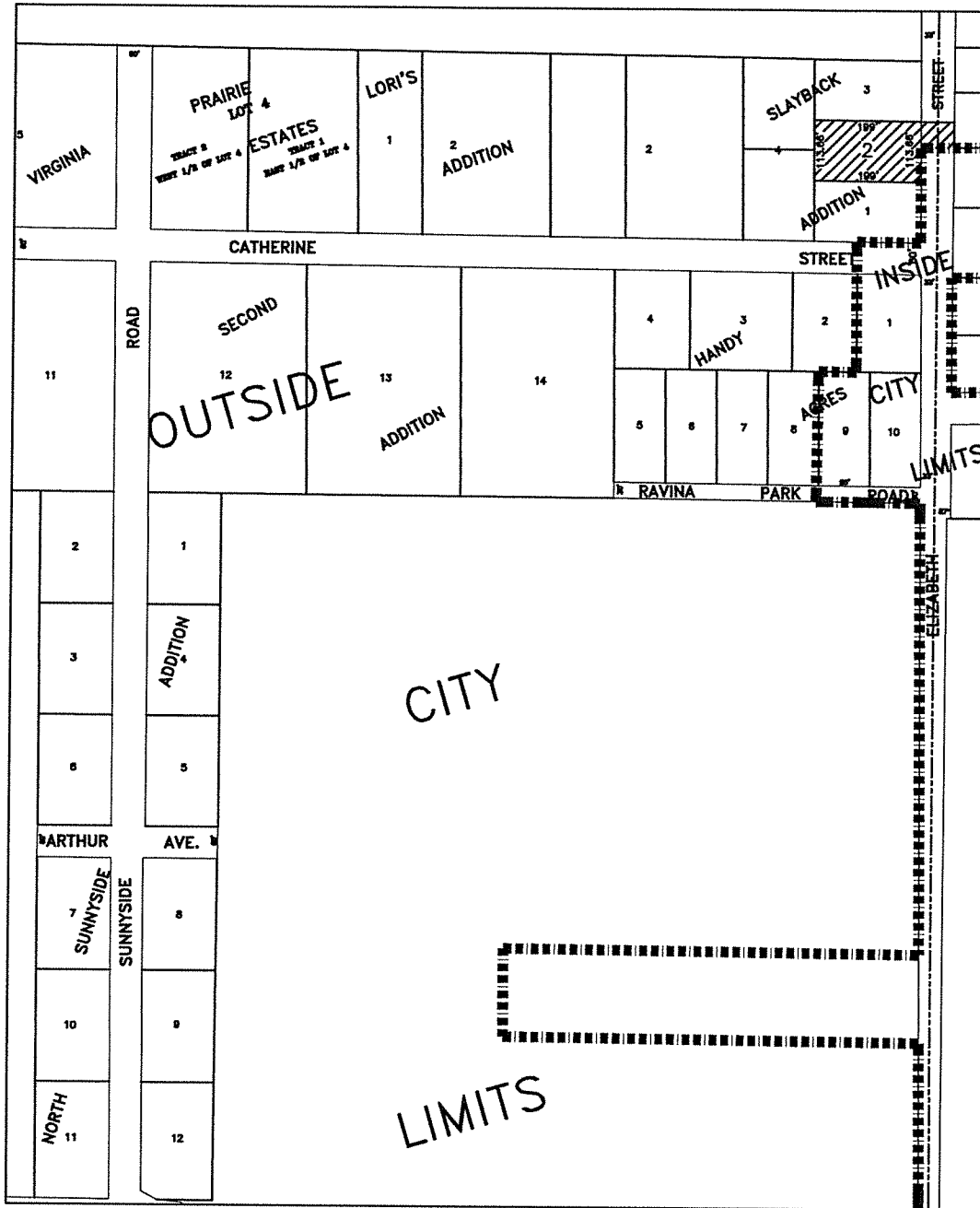
SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATECarol A. Gongwer Carol A-Gongwer 2355 N. Elizabeth Dr. Decatur, ILRollan J. Gongwer Rollan J. Gongwer 2355 N. Elizabeth Dr. Decatur, ILSigned and sworn to before me this 14th day of August, 20 19Tara R. Bachstein

Notary Public

(Rev. 12/2014)



Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2355 ELIZABETH STREET



indicates territory annexed



indicates existing corporate limits

0.519± acres

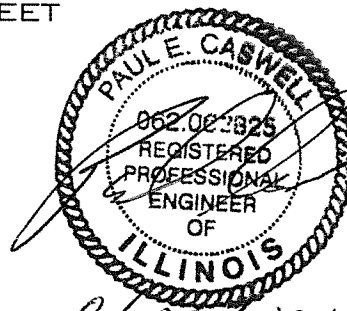
AREA 0.0008± sq. miles

44± lin. ft. of public road

DECATUR township



N.T.S.



8/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

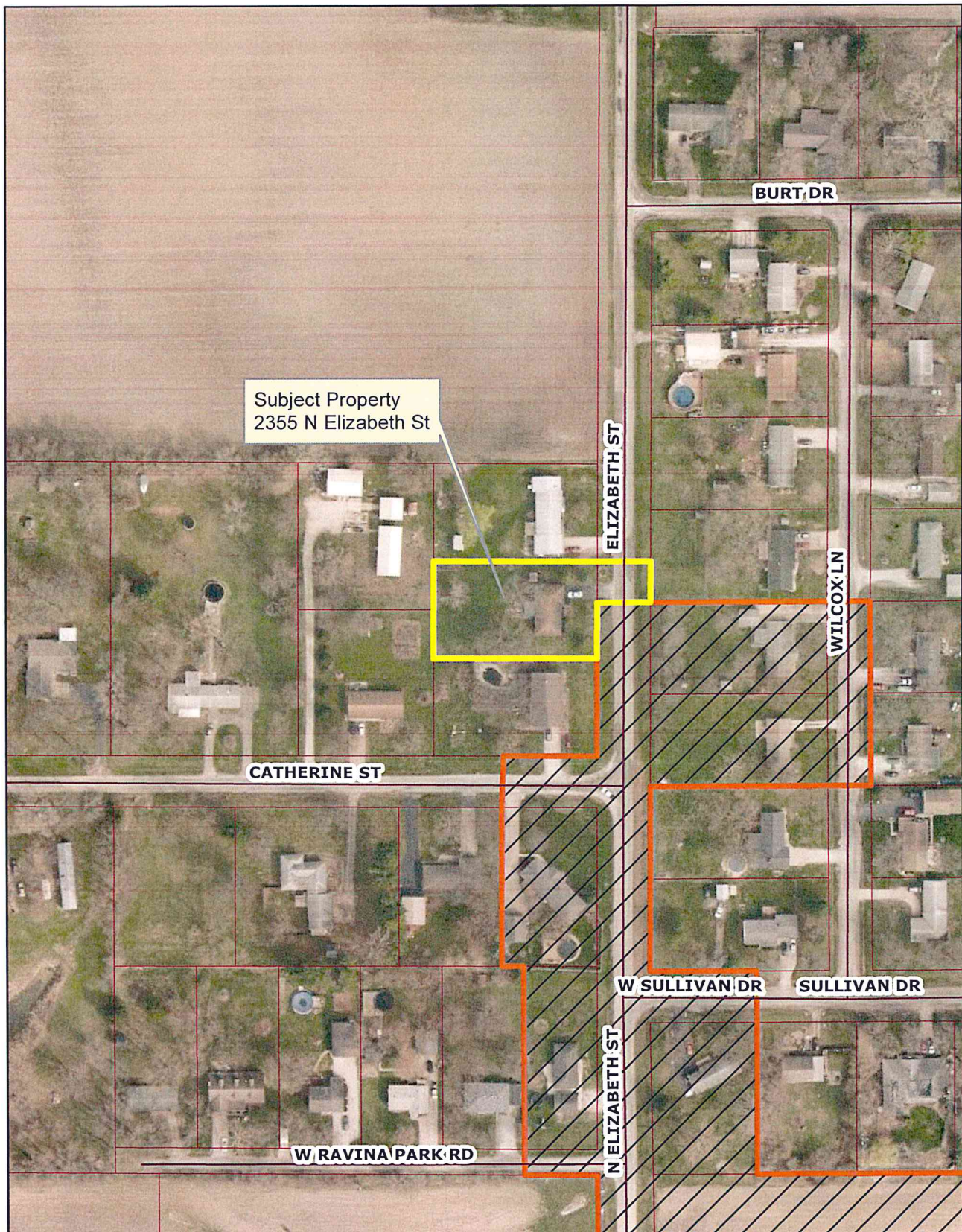
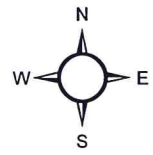
ORDINANCE NO: _____

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

DATE: _____ Page 292 of 366

Property Proposed To Be Annexed Vicinity Map For 2355 N Elizabeth Street



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3258 Fite Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3258 Fite Drive	Ordinance
3258 Fite Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3258 FITE DRIVE**

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

LOT 2 AUSTIN SUBDIVISION

PIN# 07-07-33-302-005

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.)

Robert D Wilber
Christine R Wilber

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3258 Fite Drive, and legally described as follows:

LOT 2 AUSTIN SUBDIVISION

PIN #07-07-33-302-005 _____

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

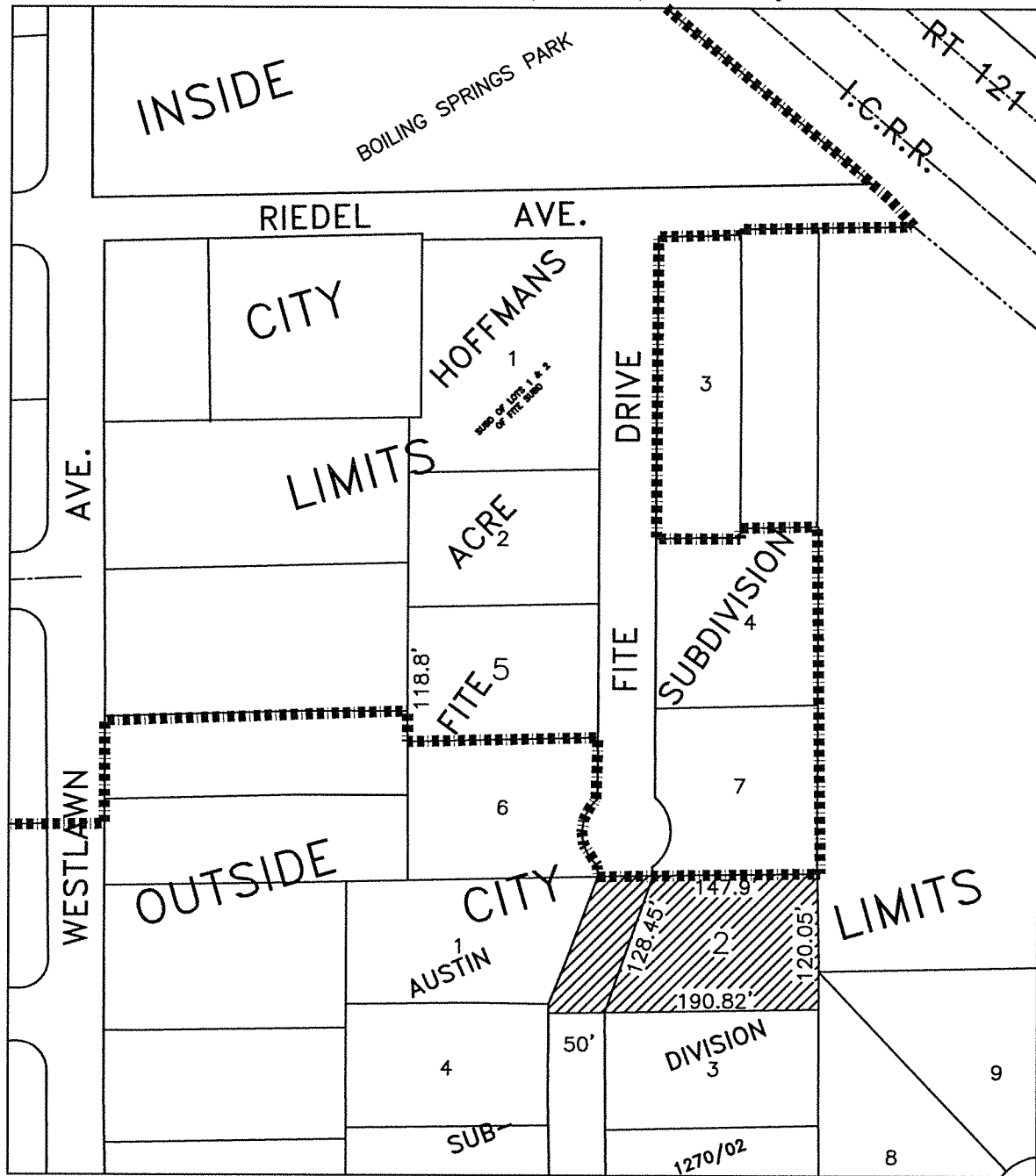
Robert D Wilber Robert D Wilber 3258 Fite Dr. Decatur, IL 62521
Christine R Wilber Christine R Wilber 3258 Fite Dr. Decatur, IL 62521

Signed and sworn to before me this 5th day of August, 20 19

Julie Barnett
 Notary Public



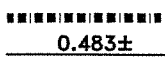
Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3258 FITE DRIVE



indicates territory annexed



indicates existing corporate limits

0.483± acres

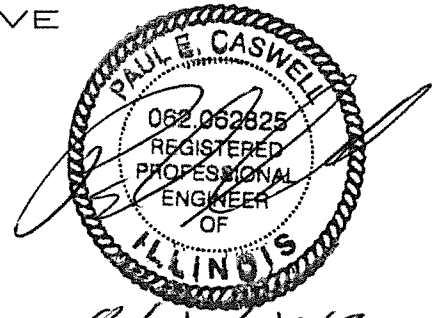
AREA 0.0008± sq. miles

128± lin. ft. of public road

HICKORY POINT township



N.T.S.



8/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

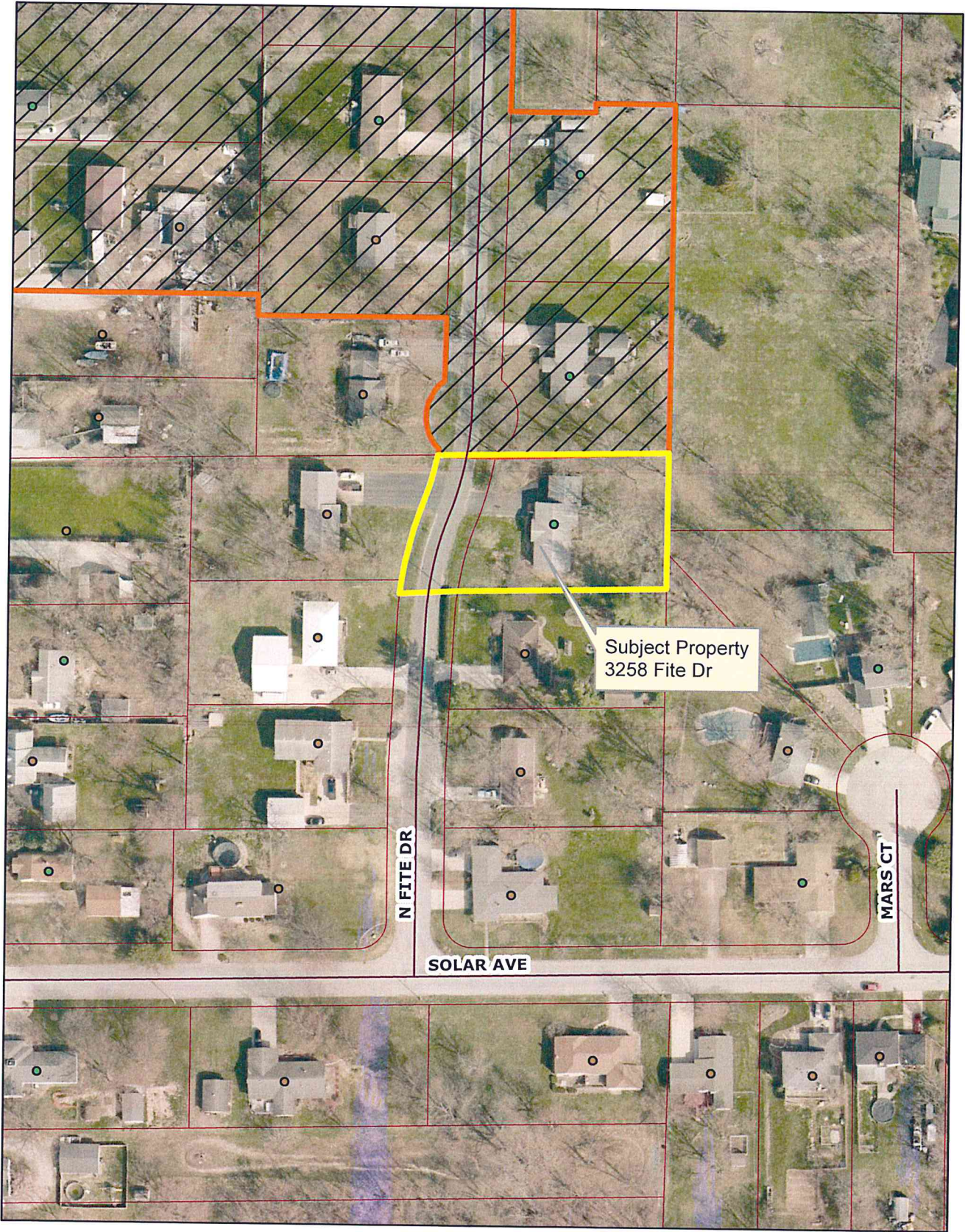
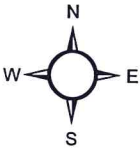
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____ Page 298 of 366

Property Proposed To Be Annexed
Vicinity Map For 3258 Fite Drive



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3320 South Greenview Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3320 South Greenview Drive	Ordinance
3320 South Greenview Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3320 SOUTH GREENVIEW DRIVE**

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

LOT 12 OF SOUTH HILLTOP SUBDIVISION

PIN# 17-12-33-303-005

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Stephen E. Litteral
Spencer E. Litteral

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3320 South Greenview Drive, and legally described as follows:

LOT 12 OF SOUTH HILLTOP SUBDIVISION

PIN # 17-12-33-303-005

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.

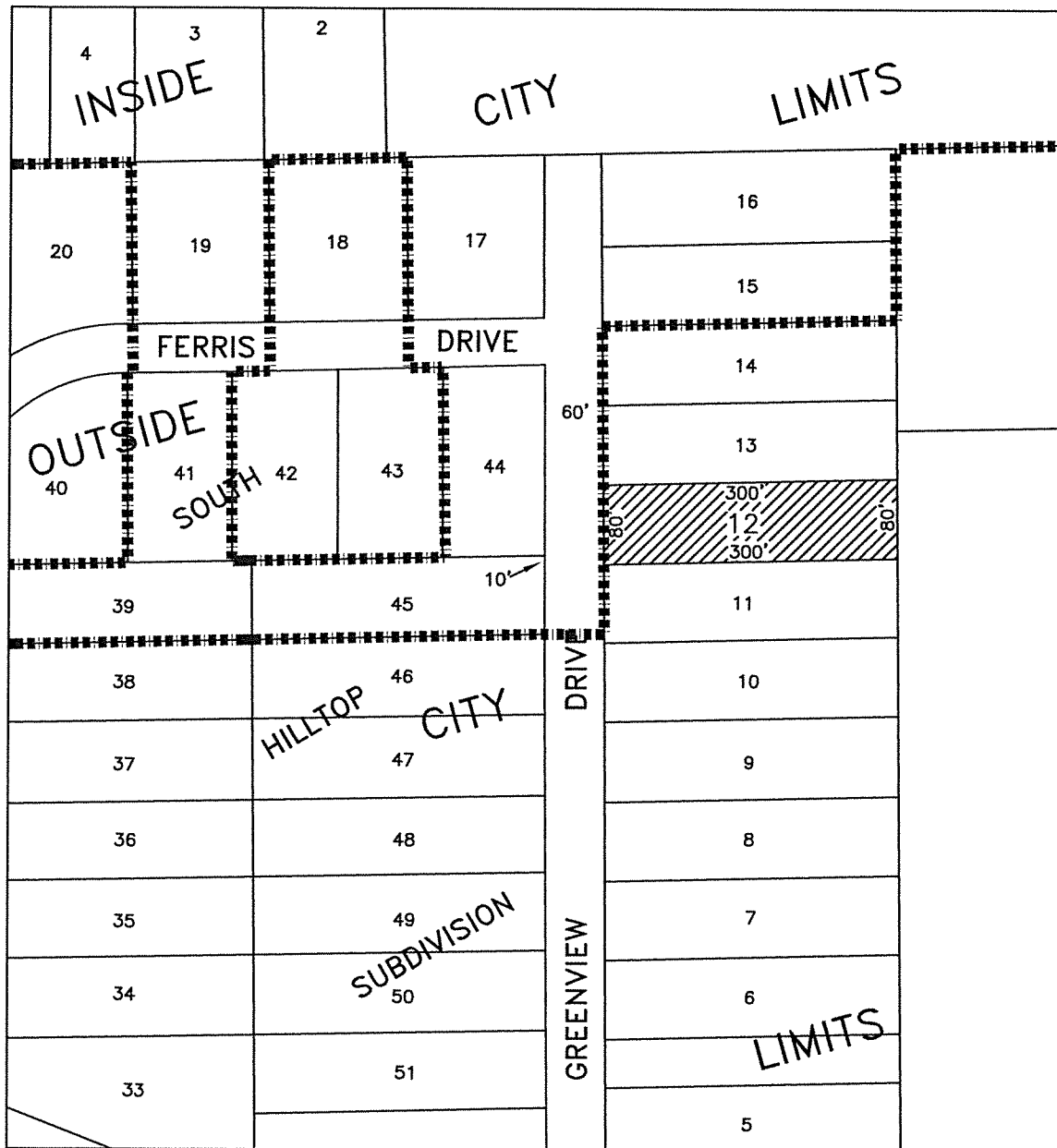
SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

[Signature] Stephen E. Litteral 3320 Greenview Dr, Decatur, IL 62521

Signed and sworn to before me this 2nd day of August, 2019Jill L. Crawford
Notary Public

(Rev. 12/2014)

Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3320 GREENVIEW DRIVE



indicates territory annexed



indicates existing corporate limits

0.551± acres

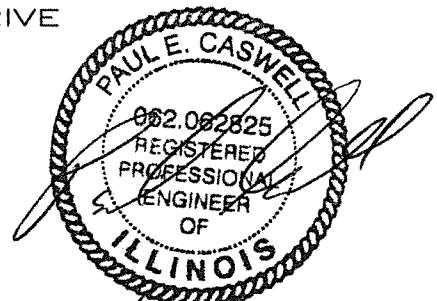
AREA 0.0009± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



8/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

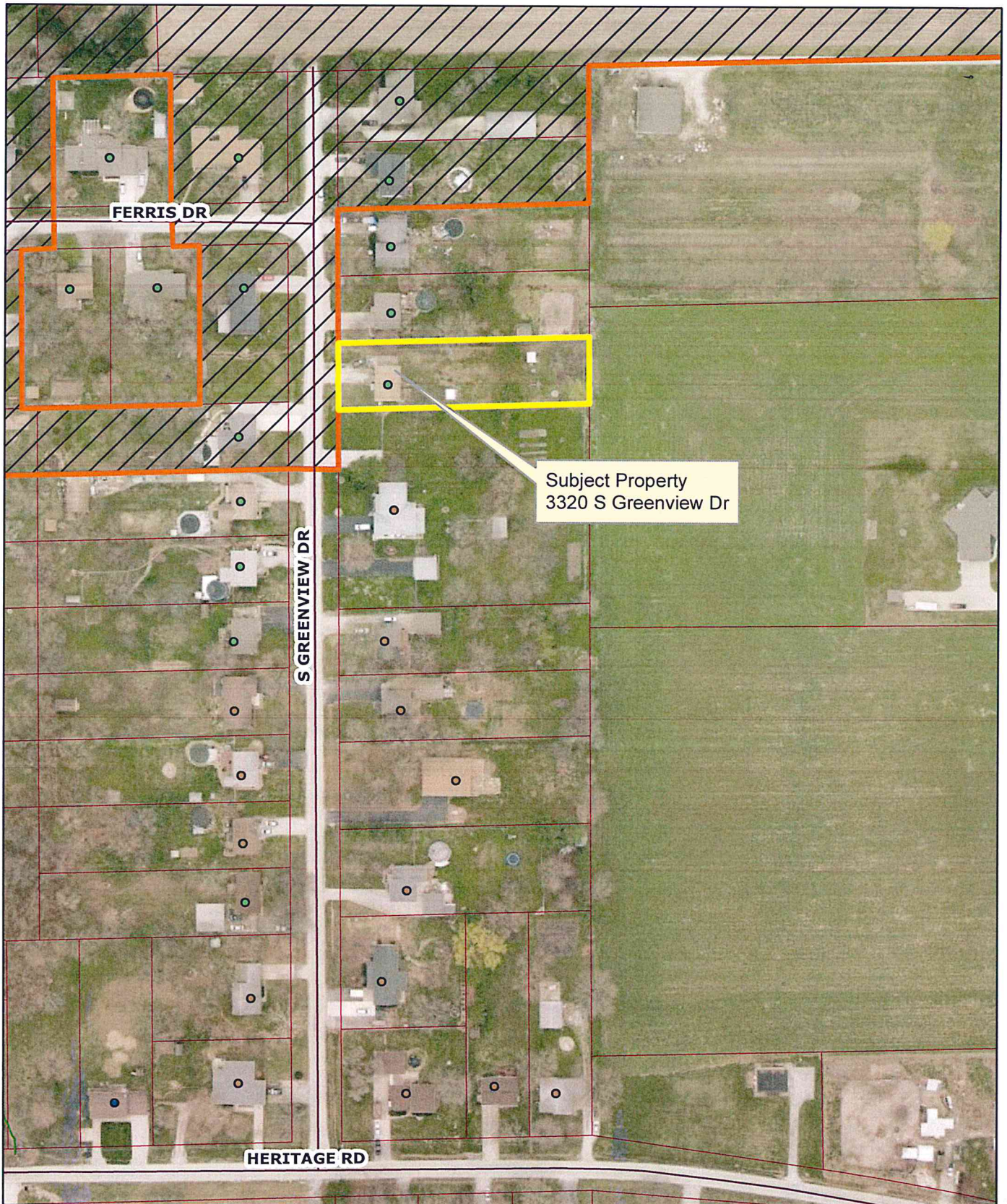
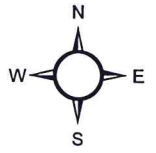
ORDINANCE NO: _____

DATE: _____ Page 304 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

Property Proposed To Be Annexed Vicinity Map For 3320 S Greenview Drive



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2525 East Mound Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2525 East Mound Road	Ordinance
2525 East Mound Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2525 EAST MOUND 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 Richard A. Cairns and Sheila K. Cairns, requesting that there be annexed to the City territory described as:

BEGINNING AT A POINT 927.5 FEET WEST OF THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; RUNNING THENCE WEST 132.5 FEET; THENCE SOUTH 330.38 FEET; THENCE EAST 132.5 FEET; THENCE NORTH 330.38 FEET TO THE POINT OF BEGINNING

PIN# 07-07-36-226-003

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Exhibit A

RESIDENTIAL - OCCUPIED

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.) _____

Richard A. Cairns
Sheila L. Cairns

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2525 East Mound Road, and legally described as follows:

BEGINNING AT A POINT 927.5 FEET WEST OF THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; RUNNING THENCE WEST 132.5 FEET; THENCE SOUTH 330.38 FEET; THENCE EAST 132.5 FEET; THENCE NORTH 330.38 FEET TO THE POINT OF BEGINNING

PIN # 07-07-36-226-003

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

Richard A. Cairns Richard A. Cairns 2525 E Mound Rd Decatur, IL
Sheila L. Cairns Sheila L. Cairns ' ' ' ' ' '

Signed and sworn to before me this 6th day of August, 2019

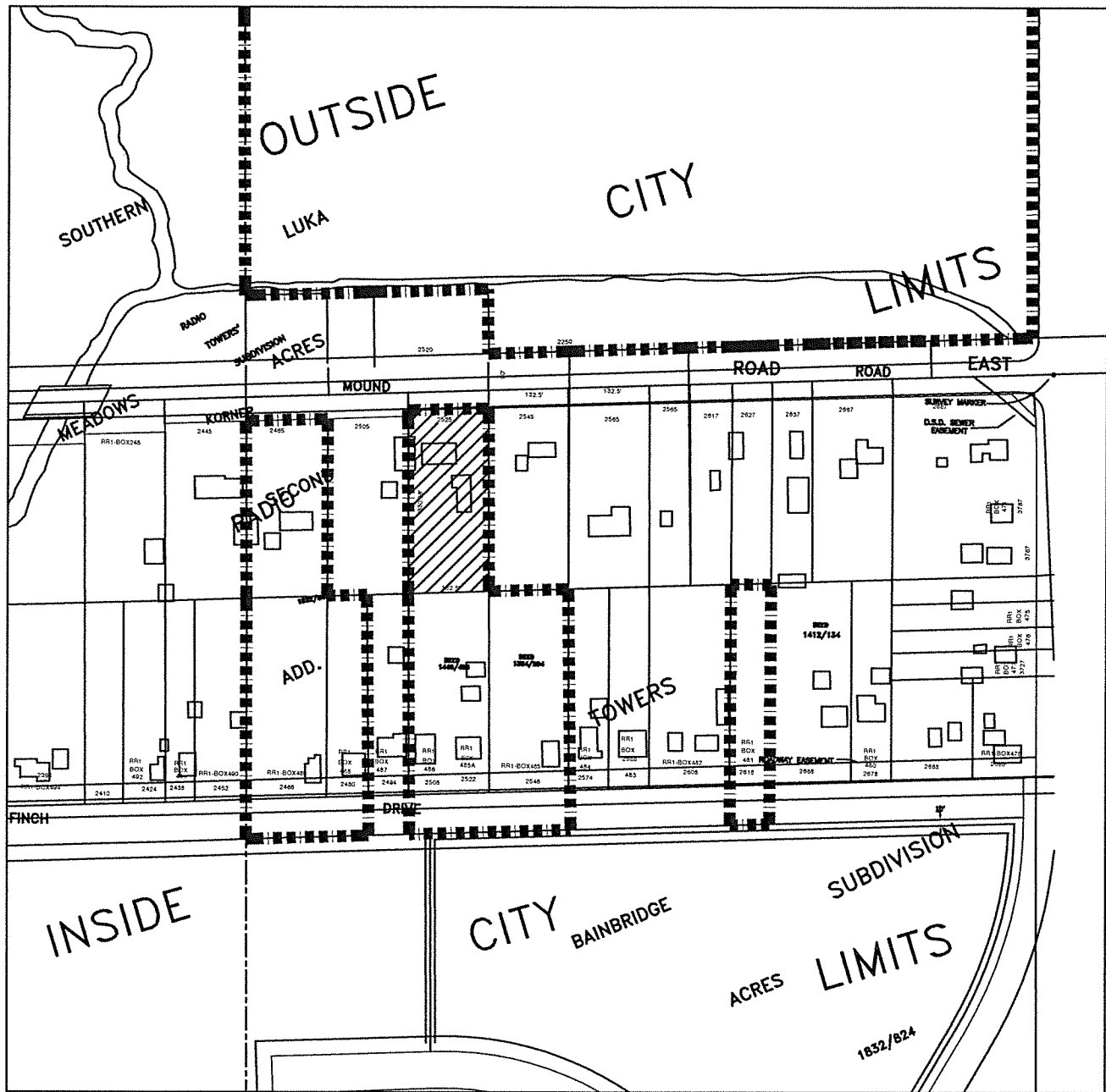
Tara R. Bachstein

Notary Public

(Rev. 12/2014)



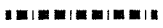
K:\Common\CVC PW\Annexations\Forced Annexations\2019 Annexations\2019 Forced Annexations 6th List\2525 E Mound Road\2525 Mound Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2525 EAST MOUND ROAD



indicates territory annexed



indicates existing corporate limits

1.005±

acres

AREA 0.0016±

sq. miles

0

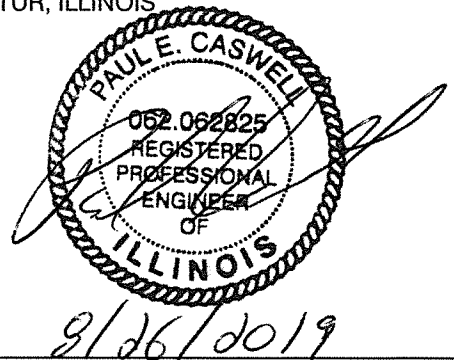
lin. ft. of public road

Hickory Point

township



N.T.S.



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.

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

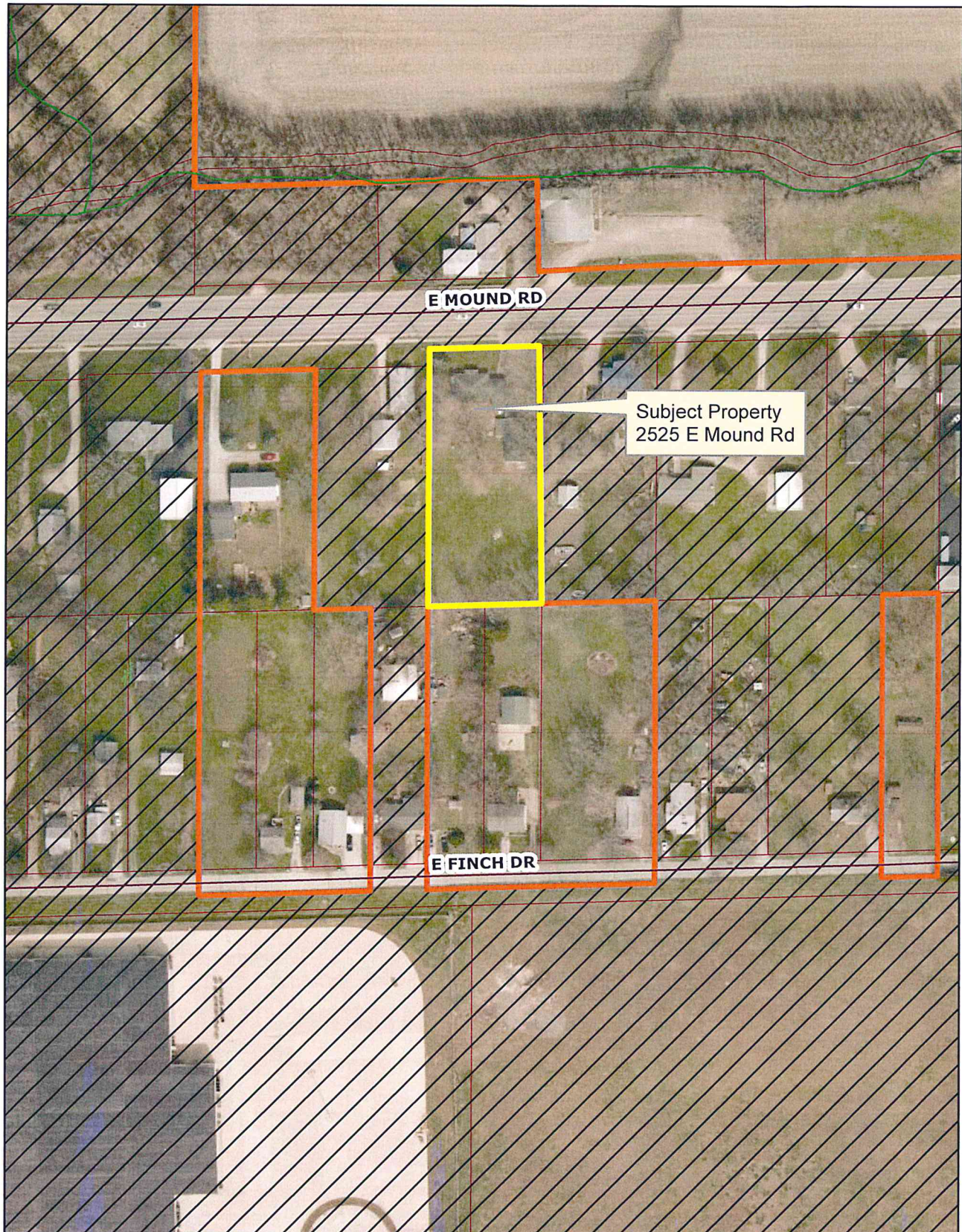
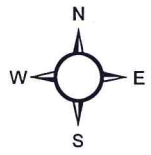
ORDINANCE NO: _____

DATE: _____

Page 310 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed Vicinity Map For 2525 E Mound Road



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4115 North Taylor Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4115 North Taylor Avenue	Ordinance
4115 North Taylor Avenue Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4115 NORTH TAYLOR AVENUE**

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 and Debbie Crawford, requesting that there be annexed to the City territory described as:

LOT 6 OF WEIKELS ROLLING ACRES

PIN# 07-07-28-331-007

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Robert CrawfordDebbie Crawford

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4115 North Taylor Road, and legally described as follows:

LOT 6 OF WEIKELS ROLLING ACRES

PIN # 07-07-28-331-007

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

<u>Debbie Crawford</u>	<u>Debbie Crawford</u>	<u>4115 N. Taylor Ave Decatur IL</u>
<u>Robert Crawford</u>	<u>Robert Crawford</u>	<u>4115 N Taylor Ave Decatur, IL</u>

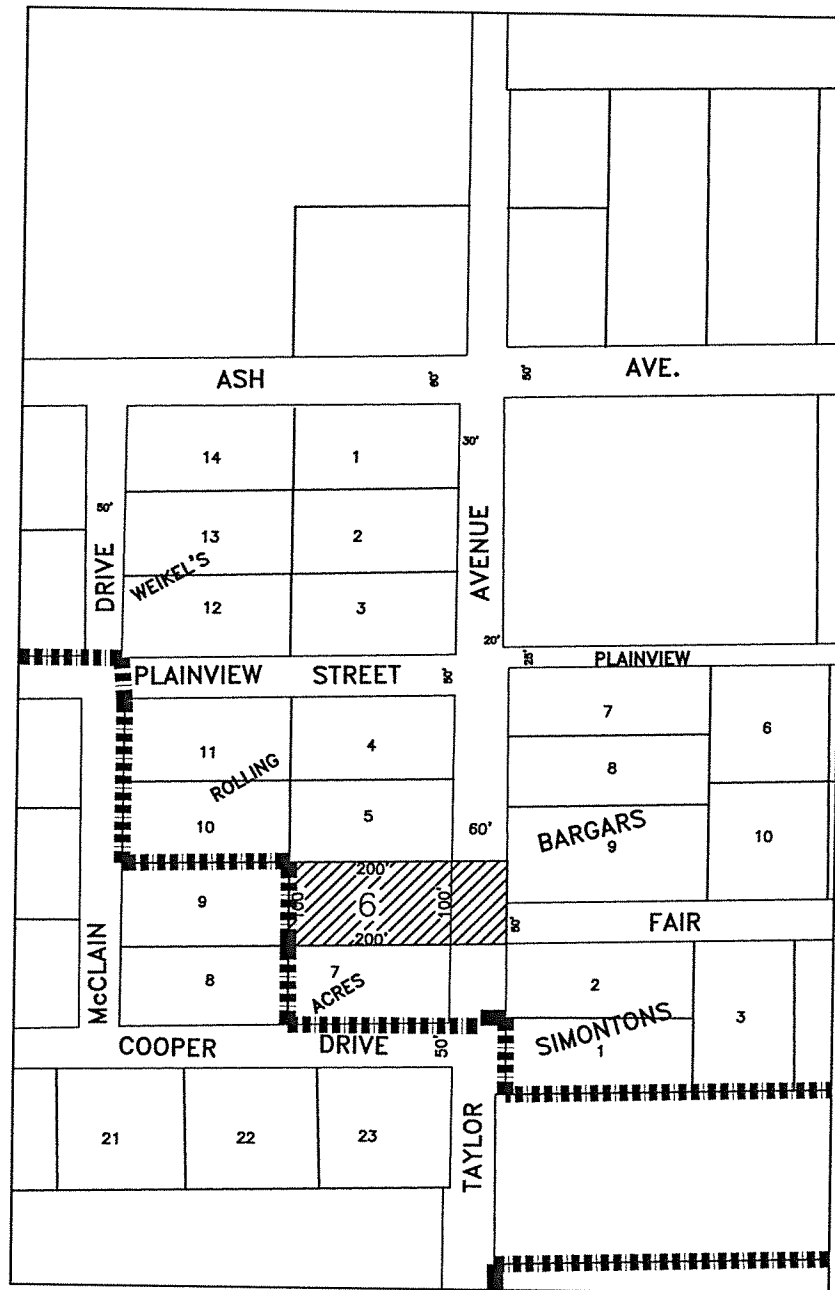
62526
62526Signed and sworn to before me this 9th day of August, 2019Tara R Bachstein

Notary Public

(Rev. 12/2014)

TARA R. BACHSTEIN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 12, 2023

Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4115 NORTH TAYLOR AVENUE



indicates territory annexed



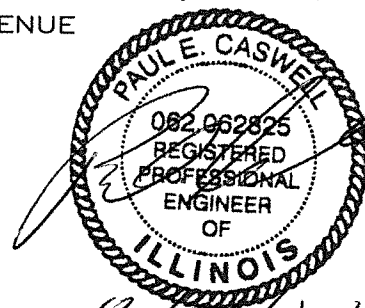
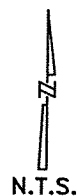
indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

100± lin. ft. of public road

HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

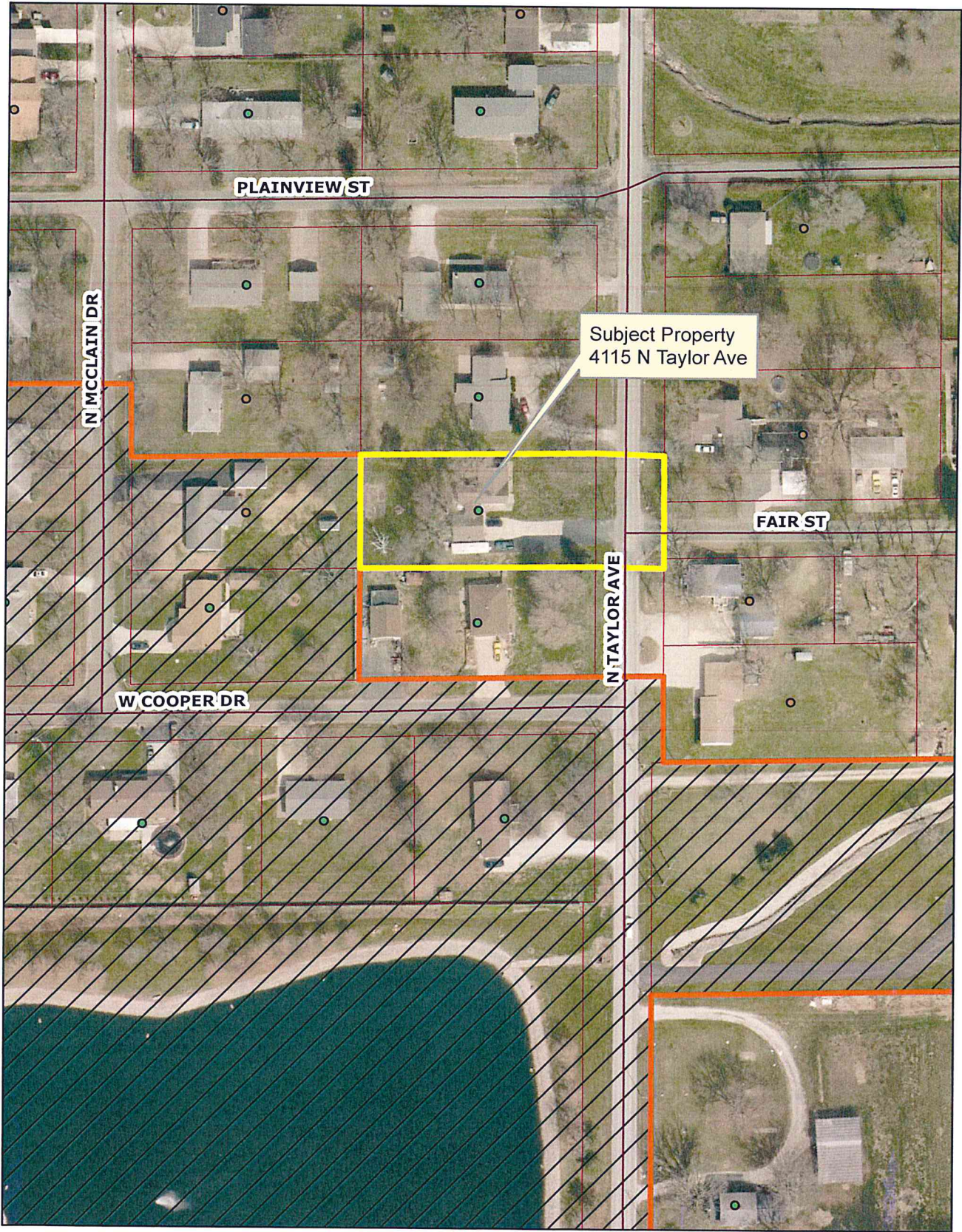
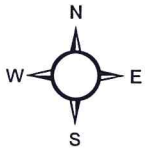
ORDINANCE NO: _____

DATE: _____ Page 316 of 366

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

Property Proposed To Be Annexed
Vicinity Map For 4115 N Taylor Avenue



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3524 West Ravina Park Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3524 West Ravina Park Road	Ordinance
3524 West Ravina Park Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3524 WEST RAVINA PARK 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 Gina K. Bray and Sandra K. Lee-Dunn, requesting that there be annexed to the City territory described as:

HANDY ACRES LOT 8

PIN# 04-12-06-427-014

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Gina K Bray

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3524 West Ravina Park Road and legally described as follows: HANDY ACRES LOT 8

PIN #04-12-06-427-014 _____

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.

SIGNATUREPRINTED NAMESTREET ADDRESS, CITY, STATE

<u>Gina K Bray</u>	<u>Gina K Bray</u>	<u>3524 W. Ravina PK Rd</u>
<u>Bandra K Lee-Dunn</u>	<u>SANDRA K Lee-Dunn</u>	<u>Decatur IL 62526</u>
		<u>69 Whipperock Will Dr</u>
		<u>Decatur, IL 62526</u>

Signed and sworn to before me this 9th day of August, 20 19

Sheldon
Notary Public

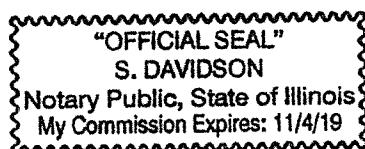
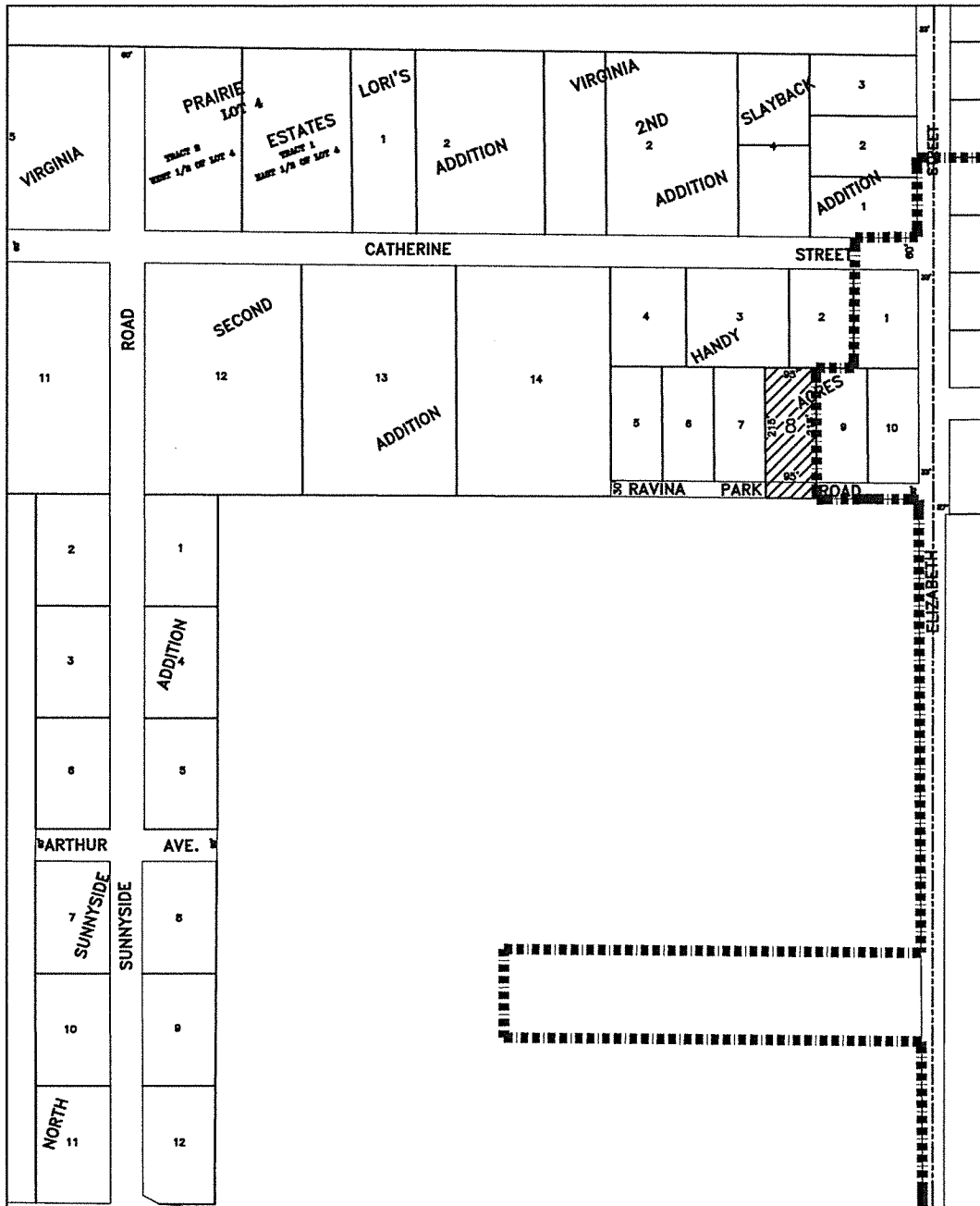


Exhibit B



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3524 RAVINA PARK ROAD



indicates territory annexed



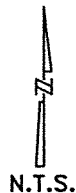
indicates existing corporate limits

0.469± acres

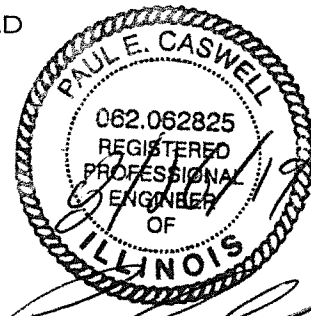
AREA 0.0007± sq. miles

95± lin. ft. of public road

DECATUR township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

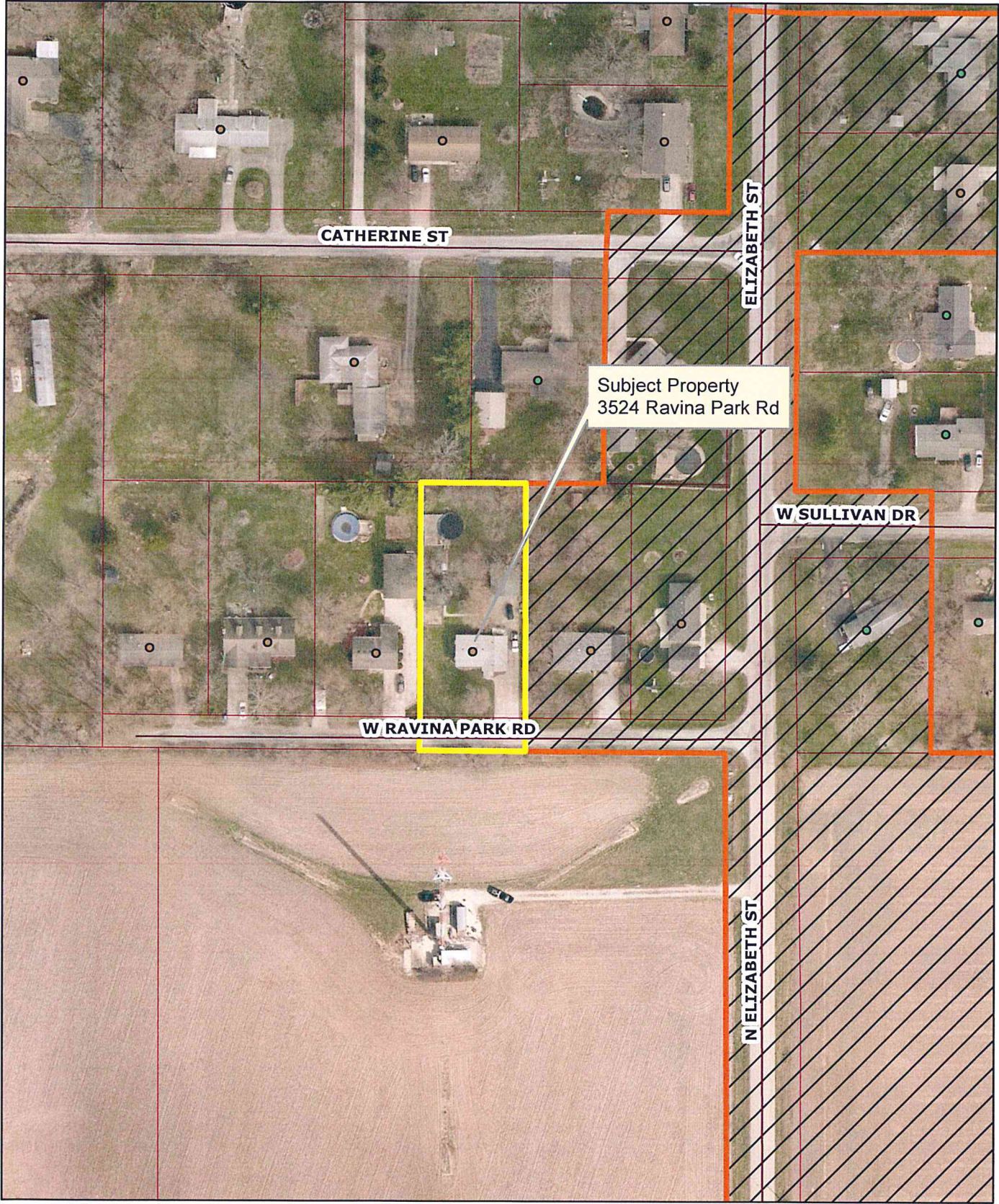
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Property Proposed To Be Annexed
Vicinity Map For 3524 Ravina Park Road



Public Works

DATE: 8/23/2019

MEMO: 2019-113

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2650 South Taylorville Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2650 South Taylorville Road	Ordinance
2650 South Taylorville Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2650 SOUTH TAYLORVILLE 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 J.L.Koone, Trustee Chairman, Salem Baptist Church, requesting that there be annexed to the City territory described as:

A PART OF THE SOUTH HALF (S $\frac{1}{2}$) OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST HALF (W $\frac{1}{2}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SETION 661.32 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 1,696.31 FEET TO THE SOUTHEAST LINE OF THE RIGHT-OF-WAY OF STATE BOND ISSUE ROUTE 48; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 1,847.63 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY FOR A DISTANCE OF 15 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY A DISTANCE OF 638.39 FEET TO THE EAST LINE OF THE WEST HALF (W $\frac{1}{2}$) OF SAID SOUTHEAST QUARTER (SE $\frac{1}{4}$); THENCE SOUTH ALONG SAID EAST LINE 1,787.85 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, IN WARRANTY DEED DATED FEBRUARY 5, 1988 AND RECORDED MAY 9, 1988 IN BOOK 2275 ON PAGE 418 AS DOCUMENT 1255959.

PIN# 17-12-29-403-001

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

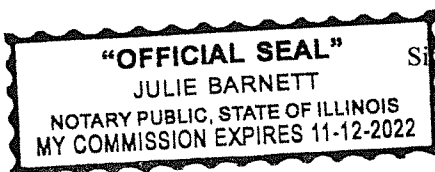
6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2650 South Taylorville Road and legally described as follows:

A PART OF THE SOUTH HALF (S ½) OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 661.32 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST 1,696.31 FEET TO THE SOUTHEAST LINE OF THE RIGHT-OF-WAY OF STATE BOND ISSUE ROUTE 48; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 1,847.63 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY FOR A DISTANCE OF 15 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY A DISTANCE OF 638.39 FEET TO THE EAST LINE OF THE WEST HALF (W ½) OF SAID SOUTHEAST QUARTER (SE ¼); THENCE SOUTH ALONG SAID EAST LINE 1,787.85 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, IN WARRANTY DEED DATED FEBRUARY 5, 1988 AND RECORDED MAY 9, 1988 IN BOOK 2275 ON PAGE 418 AS DOCUMENT 1255959.

PIN # 17-12-29-403-001 _____

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>J.L. Koonce</u>	<u>J.L. Koonce</u>	<u>2650 S. TAYLORVILLE RD</u>
	<u>TRUSTEE CHAIRMAN, SALEM BAPTIST CHURCH</u>	<u>DECATUR, IL 62521</u>
	<u>FILED UNDER PROTEST</u>	



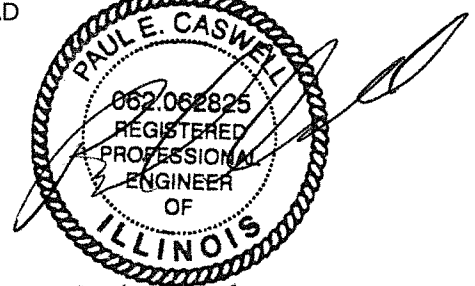
Signed and sworn to before me this 9th day of August, 2019
Julie Barnett
 Notary Public

2650 SOUTH TAYLORVILLE ROAD



■■■■■ indicates existing corporate limits
34.92± acres

SOUTH WHEATLAND township

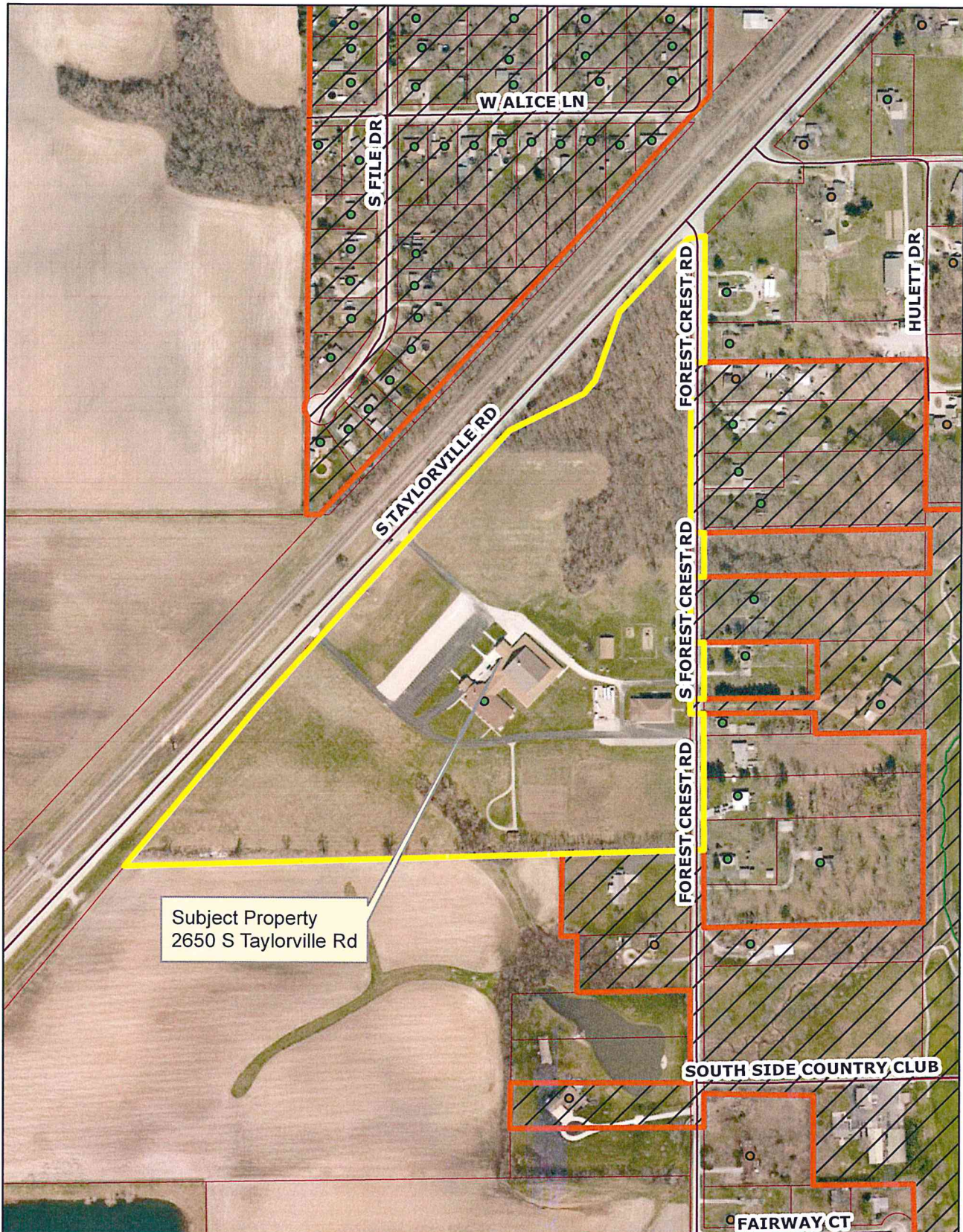
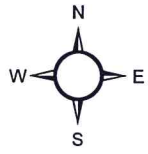


All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

ORDINANCE NO: _____

DATE: _____ Page 328 of 366

Property Proposed To Be Annexed Vicinity Map For 2650 S Taylorville Road



City Clerk

DATE: 8/21/2019

MEMO: 2019-31

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointments - Human Relations Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Nikki Gary, Francie Johnson, and Marty Watkins to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointments - Human Relations Commission	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments 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:

Nikki Garry	Human Relations Commission	8/1/2022
Francie Johnson	Human Relations Commission	8/1/2022
Marty Watkins	Human Relations Commission	8/1/2022

DATED this 3rd day of September, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-
RESOLUTION APPROVING REAPPOINTMENTS

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 reappointments 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, 2019.

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, 2019.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 8/21/2019

MEMO: 2019-32

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointment - Civil Service Commission

SUMMARY RECOMMENDATION:

Council is asked to pass the proposed Resolution approving the reappointment of Sarah Creek to the Civil Service Commission.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointment	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Sarah Creek Civil Service Commission 7/20/2022

DATED this 3rd day of September, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 3rd day of September, 2019.

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 3, 2019.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 8/22/2019

MEMO: 2019-33

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointment - Construction and Housing Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Steve Olson to the Construction and Housing Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointment	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 his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Steve Olson Construction and Housing Board of Appeals 1/1/2023

DATED this 3rd day of September, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
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, 2019.

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, 2019.

Julie Moore Wolfe, Mayor

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes, May 7, 2019 & June 7, 2019	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
May 7, 2019

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

PRESENT: CHAIR Tony Wilkins
COMMISSIONER Greg Spain
COMMISSIONER Sarah Creek
SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: VICE CHAIR Sheri Hagen

Call to Order

Chair Wilkins called the meeting to order at 11:49 a.m.

Roll Call

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

Chair Wilkins called for Appearance of Citizens:

There was none.

The Minutes of the April 2, 2019 regular meeting were presented. Commissioner Spain moved that the April 2, 2019 regular meeting minutes be approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Creek moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Spain, and upon call of the roll, Commissioners Creek, Spain, and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Spain moved to return to Open Session, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Wilkins, and Creek voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for Unfinished Business:

Authorization Request to Approve Final Scores and Eligible Register for Senior Clerk Typist, Commissioner Spain, moved the Authorization Request be received, placed on file, and approved, seconded by commissioner Creek, and upon call of the roll, Commissioners Wilkins, Creek, and Spain voted aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Final Scores and Promotional Register for Chief Water Plant Operator, Commissioner Creek, moved the Authorization Request be received, placed on file, and approved, seconded by commissioner Spain, and upon call of the roll, Commissioners Spain, Creek, and Wilkins voted aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Final Scores and Eligible Register for Library Page (Half-time), Commissioner Creek, moved the Authorization Request be received, placed on file, and approved, seconded by commissioner Spain, and upon call of the roll, Commissioners Wilkins, Creek, and Spain voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for New Business:

Personnel Actions

Commissioner Creek moved that the appointments, promotions, leave of absence requests, civil service status, probationary resignation, and retirement be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners, Spain, Creek, and Wilkins voted aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Promotional Register for Chief Water Plant Operator, Commissioner Creek moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain, Creek, and Wilkins vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Library Assistant (Half-time), Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Wilkins vote aye. Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
May 7, 2019
Page 3

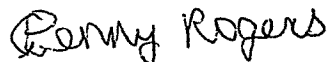
Authorization Request to Approve Job Announcement & Establish Promotional Register for Library Clerk I (Full-time), Commissioner Creek moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain, Creek, and Wilkins vote aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for Other Business:

Secretary Rogers stated there will be proposed revisions to the Civil Service Rules in the Commissioners informational packet for June's meeting.

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Wilkins voted aye. Secretary Rogers declared the meeting adjourned at 12:10 p.m.

Respectfully Submitted,



Penny Rogers
Secretary

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
June 7, 2019

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

PRESENT: CHAIR Tony Wilkins
VICE CHAIR Sheri Hagen
COMMISSIONER Greg Spain
COMMISSIONER Sarah Creek
SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: NONE

Call to Order

Chair Wilkins called the meeting to order at 11:36 a.m.

Roll Call

All Commissioners were present at the time of roll call. Chair Wilkins declared a quorum does exist to conduct and approve business.

Chair Wilkins called for Appearance of Citizens:

There was none.

The Minutes of the May 7, 2019 regular meeting were presented. Commissioner Spain moved that the May 7, 2019 regular meeting minutes be approved, seconded by Vice Chair Hagen, and upon call of the roll, Commissioners Spain, Creek, Hagen, and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Creek moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Spain, and upon call of the roll, Commissioners Creek, Spain, Hagen, and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Creek moved to return to Open Session, seconded by Vice Chair Hagen, and upon call of the roll, Commissioners Spain, Creek, Hagen and Wilkins voted aye. Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
June 7, 2019
Page 3

Chair Wilkins called for Unfinished Business:

Authorization Request to Approve Final Scores and Eligible Register for Library Clerk I (Full-Time), Commissioner Spain, moved the Authorization Request be received, placed on file, and approved, seconded by commissioner Creek, and upon call of the roll, Commissioners Wilkins, Creek, Hagen, and Spain voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for New Business:

Personnel Actions

Vice Chair Hagen moved that the appointments, promotions, leave of absence requests, civil service status, and resignation, be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners, Spain, Creek, Hagen, and Wilkins voted aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Register for Library Clerk I (Full-Time) - Internal, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Hagen, and upon call of the roll, Commissioners Spain, Creek, Hagen, and Wilkins vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Promotional Register for Equipment Operator, Commissioner Creek moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Hagen, and upon call of the roll, Commissioners Spain, Creek, Hagen, and Wilkins vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Promotional Register for Engineering Tech II, Commissioner Creek moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Hagen, and upon call of the roll, Commissioners Spain, Creek, Hagen, and Wilkins vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Engineering Tech II, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, Hagen, and Wilkins vote aye. Secretary Rogers declared the motion carried.

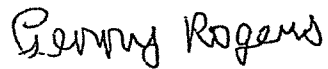
Secretary Rogers announced there will be a proposal to Amend the Civil Service Rules at the July meeting. Ms. Rogers distributed the proposed changes to the Commission, and discussion followed.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
June 7, 2019
Page 3

Chair Wilkins called for Other Business:

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, Hagen, and Wilkins voted aye. Secretary Rogers declared the meeting adjourned at 12:08 p.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Penny Rogers".

Penny Rogers
Secretary

City Clerk

DATE: 8/28/2019

MEMO: 2019-34

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of Merchant Street, Northeast Community Fund - Feed the Fund - September 21, 2019

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way 100 Block Merchant Street between East Prairie Avenue and East Main Street for Northeast Community Fund.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2019-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY
100 BLOCK MERCHANT STREET
NORTHEAST COMMUNITY FUND
-FEED THE FUND-
SEPTEMBER 21, 2019**

WHEREAS, Northeast Community Fund has requested the closure of the 100 block of Merchant Street between East Prairie Avenue and East Main Street for the Feed the Fund event; and,

WHEREAS, it is the intention of Northeast Community Fund to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block Merchant Street between East Prairie Avenue and East Main Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block Merchant Street, between East Prairie Avenue and East Main Street, said day and hours being particularly described as follows:

Saturday, September 21, 2019 6:30 p.m. – 11:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Northeast Community Fund providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Northeast Community Fund prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of September, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Northeast Community Fund, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, in the 100 block of Merchant Street for the Feed the Fund event on the following date and time:

Saturday, September 21st, 2019

12:00 noon – 12:00 midnight

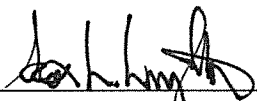
by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:
Northeast Community Fund



Authorized Representative



Authorized Representative

8/28/2019

Date

8/28/2019

Date

SUBJECT: Ordinance Amending City Code Chapter 10-City Manager

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 10-City Manager	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 10 -
- CITY MANAGER -

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

Section 1. That Chapter 10 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 6. Said Section 6 as so modified and amended, shall provide as follows:

6. BUDGET AND APPROPRIATION. The City Manager shall annually cause a budget to be prepared and submitted to the Council in time for consideration and enactment by the Council as provided by law and City Code. Upon approval by the Council of said budget and without further action by Council, the City Manager is authorized to approve expenditures in accordance therewith, and also to approve transfers of funds within departments, provided that such transfers do not result in any department or fund expending funds in excess of those approved therefor by Council.

(AMENDED BY ORDINANCE NO. 89-37, April 28, 1989)

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
2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 10

CITY MANAGER

1. **APPOINTMENT.** The City Manager shall be appointed for an indefinite term, and shall be so appointed, or removed, by the Council by ordinance and shall take oath of office as provided by law.

2. **ABSENCE OF MANAGER.** During the temporary absence of the City Manager from the City, or the temporary inability of said manager to fulfill the duties of said office, the same shall be performed by such administrative officer of the City as may be designated by said manager.

3. **AUTHORITY AND RESPONSIBILITY.** The City Manager shall be the administrative head of the municipal government and shall be responsible for the administration of all departments thereof, and shall have and exercise all powers and duties of said office as may be provided by law or ordinance, and shall cause the enforcement of all laws and ordinances within the City, and otherwise administer the policies of the City as the same are determined by the Council.

4. **ORGANIZATION AND RULES.** In order to implement and carry out the powers and duties of said office, the City Manager may cause the various departments of the City to be organized and administered as he may from time to time deem appropriate, and may promulgate and cause to be enforced reasonable rules and regulations, not contrary to law or ordinance.

Revised ~~02/2017~~ 09/2019

5. **COUNCIL MEETINGS.** The City Manager shall attend all meetings of the Council and keep it informed as to the affairs of the City and recommend to it from time to time such action as may be deemed necessary or desirable for the better welfare and interest of the City.

6. **BUDGET AND APPROPRIATION.** The City Manager shall annually cause a budget to be prepared and submitted to the Council ~~and shall cause the annual appropriation ordinance to be so prepared and submitted~~ in time for consideration and enactment by the Council as provided by law and City Code. Upon approval by the Council of said budget ~~and appropriation ordinance~~, and without further action by Council, the City Manager is authorized to approve expenditures in accordance therewith, and also to approve transfers of funds within departments, provided that such transfers do not result in any department or fund expending funds in excess of those approved therefor by Council.

(AMENDED BY ORDINANCE NO. 89-37, April 28, 1989)

7. **LICENSES.** Without prior approval or consent of the Council as to individual licenses, the City Manager may cause the issuance of all City licenses authorized or required by law or ordinance, except local liquor licenses, and except as otherwise provided in this Code or other ordinance, if said manager is, in the manager's discretion, satisfied that such issuance complies with the provisions of law, ordinance, regulation or rule applicable thereto.

8. **ASSISTANT CITY MANAGERS.** There is hereby created the office of Assistant City Manager, the occupants whereof shall be appointed, and may be removed, by the City Manager at will. The Assistant City Managers shall have such duties and responsibilities, and direct and administer such departments, as are assigned by the City Manager and this Code. Effective June 1, 2017, the office of Assistant City Manager shall be eliminated, and the office of Deputy City Manager shall be created, the occupant whereof shall be appointed, and may be

removed, by the City Manager at will. The Deputy City Manager shall have such duties and responsibilities, and direct and administer such departments, as are assigned by the City Manager and this Code.

(AMENDED, Ordinance 2017-06, February 6, 2017)
(AMENDED, Ordinance No. 2009-39, May 18, 2009)
(AMENDED, Ordinance No. 2000-08, February 21, 2000)

9. **CITY CLERK.** There is hereby created the office of City Clerk, the occupant whereof shall be appointed, and may be removed, by the Mayor with the approval of Council. The City Manager shall make reasonable rules, regulations and directives not in conflict with law or ordinance to govern, administer and supervise the activities of the City Clerk.

(AMENDED, Ordinance 2017-06, February 6, 2017)

10. **DUTIES OF CITY CLERK.** The City Clerk shall act as Clerk of the Council and the Local Liquor Control Commission and shall be keeper of the City seal and of the code, ordinances, resolutions, minutes and other records and documents of the City, except those by law or ordinance required to be kept by others, all of which shall be indexed so as to be readily accessible, and shall perform such other duties and functions as may be assigned by the Council or the City Manager. The City Clerk may also appoint, and remove, one or more persons as Deputy City Clerk, to perform such duties and have such rights and responsibilities as are provided by statute.

(Amended, Ordinance 2017-06, February 6, 2017)

SUBJECT: Ordinance Amending City Code Chapter 18-Finance Department

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 18-Finance Department	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 18 -
- FINANCE DEPARTMENT -

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

Section 1. That Chapter 18 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 4.(h). Said Section 4.(h) as so modified and amended, shall provide as follows:

4. **DEPARTMENT DUTIES.** The Finance Department shall:...

(h) Purchase materials, equipment, and services in accordance with this City Code and the procedures, rules and regulations of the Department, provided that funds have been budgeted and are available for the purpose, and keep a record of all price quotations, bids and awards. (AMENDED, Ordinance No. 2003-47, July 21, 2003)...

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
2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 18

FINANCE DEPARTMENT

1. **ESTABLISHED.** There is hereby created and established the Finance Department which shall be organized and administered as the City Manager shall from time to time direct, and which shall consist of the Director of Finance and such other officers and employees as the Council shall from time to time authorize.

2. **DIRECTOR.** There is hereby created the Office of Director of Finance, the occupant whereof shall be appointed, and may be removed, by the City Manager at will.

3. **APPOINTMENTS AND RULES.** The Director of Finance shall be the appointing officer of the occupants of all the classified positions assigned to the Finance Department, and may make reasonable rules, regulations and directives not in conflict with law or ordinance to govern and administer the activities and carry out the duties and responsibilities thereof, subject to the direction and control of the City Manager.

4. **DEPARTMENT DUTIES.** The Finance Department shall:

(a) Collect, receive, deposit, invest, pay out and account for all funds of the City, all in accordance with generally accepted and established guidelines for good fiscal accounting and auditing practices;

(b) Cause all accounts of the City to be audited annually by independent auditors and the report thereof transmitted to the City Manager and the Council and to any other officer required by law;

(c) Cause to be inventoried all property of the City of whatever nature and to keep records of the acquisition, retention and disposition thereof;

- (d) Cause the daily deposit of funds of the City in authorized depositories of the City;
- (e) Collect, account for and apply special assessments or special taxes as provided by law or ordinance and process delinquent payments thereof;
- (f) Cause to be kept detailed registers and accounts of all City bonds;
- (g) Perform and be responsible for such data processing and appurtenant services as shall be approved or assigned by the City Manager;
- (h) Purchase materials, equipment, and services in accordance with this City Code and the procedures, rules and regulations of the Department, provided that funds have been budgeted ~~appropriated~~ and are available for the purpose, and keep a record of all price quotations, bids and awards. (AMENDED, Ordinance No. 2003-47, July 21, 2003)
- (i) Recommend insurance strategies and policies, and supervise ad administer the Risk Management program for the City;
- (j) Perform such other functions and duties as may be assigned from time to time by the City Manager; and,
- (k) A default in the payment of a fine or any installment of a fine may be collected by any and all means authorized for the collection of monetary judgments. The Corporation Counsel may retain attorneys and qualified private collection enterprises for the purpose of collecting any default in payment of any fine or installment of that fine. Any fees or costs incurred by the city or another governmental entity through an intergovernmental agreement in any such collection by attorneys and qualified private collection enterprises retained by the Corporation Counsel or by another governmental entity through an intergovernmental agreement for those purposes shall be charged to the offender. (AMENDED, Ordinance No. 2009-10, March 2, 2009)

5. **CITY TREASURER.** There is hereby created the office of the City Treasurer, the occupant whereof shall be appointed, and may be removed, by the Mayor with the approval of the Council.

6. **DUTIES OF CITY TREASURER.** The City Treasurer shall be ex-officio City Collector and shall perform such duties as may be prescribed by law or ordinance, and shall collect, receive, have custody of and account for all money or funds paid into the City and shall pay out the same only upon vouchers or orders duly authenticated, and shall perform such other duties as may be prescribed by the Council or the City Manager, all under the supervision of the Director of Finance.

7. **ANNUAL REPORT.** The City Treasurer shall annually publish a report of the receipts and expenditures of City funds as required by law.

8. **MONTHLY REPORT.** A complete and detailed report of the financial status of the City and its accounts shall be made to the Council monthly.

9. **COMPTROLLER.** There is hereby created the office of Comptroller, the occupant whereof shall be appointed, and may be removed, by the City Manager at will.

10. **VOUCHERS.** Funds of the City shall be paid out only upon vouchers approved and signed by the Comptroller and only by orders signed by the City Manager, the Comptroller and City Treasurer which signatures may be affixed manually or by use of a facsimile.

SUBJECT: Ordinance Amending City Code Chapter 19-Foreign Fire Insurance Board

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 19-Foreign Fire Insurance Board	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 19 -
- FOREIGN FIRE INSURANCE BOARD -

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

Section 1. That Chapter 19 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 7. Said Section 7 as so modified and amended, shall provide as follows:

7. POWERS AND DUTIES.

A. The Board shall have the power to approve the expenditure of monies for the maintenance, use and benefit of the Department.

B. The Board may adopt rules and regulations for governing the Board and the execution of the duties of the Board, and provide for election of the Board and management of its funds.

C. The Board may amend or revoke rules and regulations so adopted.

D. The Board shall, in accordance with City budget procedures, annually prepare a budget, which shall be reviewed by the City Council together with the Fire Department budget.

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

DELETIONS

CHAPTER 19

FOREIGN FIRE INSURANCE BOARD

(ADOPTED BY ORDINANCE NO. 97-07, February 3, 1997)

1. **ESTABLISHED.** There is hereby established a Foreign Fire Insurance Board.

2. **DEFINITIONS.** For purposes of establishing a Foreign Fire Insurance Board, the following definitions shall apply.

Board: The Foreign Fire Insurance Board.

Department: Decatur Fire Department.

Members of the Department: Any person currently employed by the Decatur Fire Department in the following positions: Firefighter, Lieutenant, Inspector, Captain, Battalion Chief, Fire Marshal, Chief.

Temporary Election Committee: Decatur Fire Department Election Committee.

3. ELECTION OF MEMBERS.

(1) The Foreign Fire Insurance Board shall consist of five (5) members with one (1) vote each. The members of the Decatur Fire Department shall elect four (4) officers who shall serve as the members of the Board. The fifth position shall be filled by the Chief of the Decatur Fire Department.

(2) The members of the Board shall elect the following officers: (1) Chairman, (2) Vice-Chairman, (3) Treasurer, and (4) Secretary.

(3) Elected members of the Board shall serve two-year terms and until their successors are elected and installed. The first Board elected will consist of two (2) members elected for two (2) years, and two (2) members elected for one (1) year, as follows: said initial terms shall

begin on February 1, 1997 and expire on April 30, 1998, and April 30, 1999. All subsequent terms will begin on May 1.

(4) Vacancies shall be filled by election of the members of the Department for the balance of the unexpired term, if more than three (3) months remain in the term of the member leaving the Board; otherwise, such vacancies shall be filled by appointment of the City Manager from among the members of the Department

4. ELECTION PROCEDURE.

A. There is hereby established a Temporary Decatur Fire Department Election Committee. The Temporary Election Committee shall consist of three (3) members: the Chief of the Decatur Fire Department, the President of Local 505 of the International Association of Firefighters, and one (1) other member to be appointed by the Chief and President from the members of the Decatur Fire Department.

B. The Temporary Election Committee shall be responsible for organizing, conducting, and supervising the initial election of Department members to serve on the Board. The Temporary Election Committee shall establish election procedures consistent with this Chapter. Thereafter, the elected Board shall establish its own election procedures consistent with this Chapter.

C. The Board shall develop a procedure for governing the nomination of members to serve on the Board. The nominating procedure shall be established a minimum of thirty (30) days prior to the expiration of the Board members' terms of office.

D. The Board shall develop a procedure for the final election of Department members on the Board. The final election procedure shall be established a minimum of thirty (30) days prior to the expiration of the Board members' terms of office.

E. The Board may adopt rules and regulations governing the election of officers of the Board. All rules and regulations with respect to the election process shall be posted throughout the Department a minimum of thirty (30) days prior to the election.

5. FUND ESTABLISHED.

A. All funds received by the City from the foreign fire insurance gross receipts tax shall be appropriated annually by the City, and paid, to the Board.

B. The Board Treasurer shall receive the appropriated money and shall pay out the same upon the order of the Board for the maintenance, use and benefit of the Department.

C. No expenditure shall be made from said funds by the Treasurer without the majority approval of the Board.

D. The Board Treasurer shall give sufficient bond to the City of Decatur, Illinois. This bond shall be approved by the Mayor.

E. The funds paid to the Board by the City, as herein described, shall be included in the annual audit of City funds to verify that the same are used for the maintenance, use and benefit of the Department. The Board shall reimburse the City for the cost of the audit of said funds.

6. OFFICERS, QUORUM, SPECIAL MEETINGS.

A. The Board shall, in accordance with the Open Meetings Act, establish a regular time and place for its meetings. The Chairman shall preside at the meetings. The Secretary shall keep a record of all resolutions, proceedings, minutes and actions of the Board and these records shall be open to the public.

B. Three (3) members of the Board shall constitute a quorum for the transaction of its business. The affirmative vote of three (3) members of the Board shall constitute approval of business before it.

C. Special meetings may be called by the Chairman, or by no less than three (3) members of the Board.

D. Members on duty at the time of any meeting of the Foreign Fire Insurance Board shall be excused from duty to attend said meetings.

7. POWERS AND DUTIES.

A. The Board shall have the power to approve the expenditure of monies for the maintenance, use and benefit of the Department.

B. The Board may adopt rules and regulations for governing the Board and the execution of the duties of the Board, and provide for election of the Board and management of its funds.

C. The Board may amend or revoke rules and regulations so adopted.

D. The Board shall, in accordance with City budget ~~and appropriations~~ procedures, annually prepare a budget, which shall be reviewed by the City Council together with the Fire Department budget.

8. **SEVERABILITY.** The provisions and sections of this Chapter shall be deemed severable, and the invalidity of any portion of this Chapter shall not affect the validity of the remainder.

SUBJECT: Ordinance Amending City Code Chapter 21-Public Library

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 21-Public Library	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 21 -
- PUBLIC LIBRARY -

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

Section 1. That Chapter 21 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4, 5, 6, 7, 8. Said Sections 4, 5, 6, 7, 8 as so modified and amended, shall provide as follows:

4. BUDGET. Annually no later than October 1, the Board shall submit to the City Manager a proposed budget of the anticipated library costs and expenses for the next ensuing January 1, through December 31, fiscal year, in such form and detail as may be from time to time requested by the City Manager. The City Manager shall submit the recommendations as to such budget to the Council along with the suggested budget for other City functions. Annually along with the budgeting of and for other funds of the City a fund which shall be known as the Library Fund shall be budgeted for said costs and expenses in such amount as the Council deems proper for said object and purpose and the Council may cause the same to be funded by the levy of such tax or taxes, or otherwise, and in such amount or amounts as the Council may from time to time provide.

5. CONTROL OF FUND. Subject to the direction of the Council, the Board shall supervise and control the library fund and shall do so in such manner as to comply with the fiscal, financial and accounting rules, regulations, practices, procedures and ordinances of the City.

6. ANNUAL REPORT. The Board shall annually report to the Council and to the Illinois State Librarian as is prescribed by statute.

7. APPOINTMENT OF LIBRARIANS. Provisions of the law or ordinance to the contrary notwithstanding, and until the further order of the Council, said Board is hereby authorized to provide by resolution, either through application of the Civil Service Law for Cities or otherwise, for the appointment, probation, continuance in position, demotion, removal or discipline of professional librarians to or occupying positions as a supervisor of a service or as a head of a department as such services or departments are or have been established by said Board for the organization and operation of said Library.

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 21

PUBLIC LIBRARY

1. BOARD ESTABLISHED. A board of nine residents of the City, appointed by the Mayor with the approval of the Council, is hereby established for the public library, which board is to be known and is designated the Board of Library Trustees of the City of Decatur, Illinois.

2. APPOINTMENT OF TRUSTEES. The term of appointment shall commence July 1 and shall be three years and until a successor is appointed and qualified. The respective terms of each of three trustees shall expire each year. Appointment to fill a vacancy during a term shall be for the unexpired remainder thereof. One or more members of the Council may be appointed to the Board. No trustee shall receive compensation as such. A trustee may be removed by the Mayor for misconduct or neglect of duty, but only with the approval of the Council. Those members of the heretofore created Board incumbent on the effective date of this amended Chapter shall be members of the Board established hereby for respective terms to expire as indicated at the time of the respective last appointment of each.

3. OPERATION OF LIBRARY. Subject to the direction from time to time of the Council said Board shall generally supervise and control the public library of the City and the operation and maintenance thereof and shall have and exercise such powers and perform such duties as may be from time to time provided by the Council by ordinance or by resolution, and in addition thereto, except as the Council may otherwise direct, as may be provided by statute for such boards in other cities in the State of Illinois.

4. BUDGET. Annually no later than October 1 ~~between February 1, and February 15,~~ the Board shall submit to the City Manager a proposed budget of the anticipated library costs and

expenses for the next ensuing ~~January~~ May 1, through December 31 ~~April 30~~, fiscal year, in such form and detail as may be from time to time requested by the City Manager. The City Manager shall submit the recommendations as to such budget to the Council along with the suggested budget for other City functions.

5. APPROPRIATION. Annually along with the budgeting ~~appropriations~~ of and for other funds of the City a fund which shall be known as the Library Fund shall be budgeted ~~appropriated~~ for said costs and expenses in such amount as the Council deems proper for said object and purpose and the Council may cause the same to be funded by the levy of such tax or taxes, or otherwise, and in such amount or amounts as the Council may from time to time provide.

56. CONTROL OF FUND. Subject to the direction of the Council, the Board shall supervise and control the library fund and shall do so in such manner as to comply with the fiscal, financial and accounting rules, regulations, practices, procedures and ordinances of the City.

67. ANNUAL REPORT. The Board shall annually report to the Council and to the Illinois State Librarian as is prescribed by statute.

78. APPOINTMENT OF LIBRARIANS. Provisions of the law or ordinance to the contrary notwithstanding, and until the further order of the Council, said Board is hereby authorized to provide by resolution, either through application of the Civil Service Law for Cities or otherwise, for the appointment, probation, continuance in position, demotion, removal or discipline of professional librarians to or occupying positions as a supervisor of a service or as a head of a department as such services or departments are or have been established by said Board for the organization and operation of said Library.