



**Monday, August 21, 2023
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of August 7, 2023 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Ordinance Authorizing the Issuance of Debt to Finance MSC and Library Roofs and Library HVAC Project
3. Resolution Authorizing an Intergovernmental Agreement between the County of Macon, Illinois and the City of Decatur, Illinois Regarding Animal Control Program
4. Resolution Authorizing Acceptance of Bodine Proposal Regarding City Fiber Extension from Richland Community College to East Hospitality Lane
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for Annual Street Restoration Project City Project 2023-08
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for 2023 Local Motor Fuel Tax Street Improvement Project City Project 2023-25
7. Motion Adopting City Council Policy Sanitary Sewer Lateral Emergency Program

8. Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of an Excavator from Roland Machinery Company
9. Resolution Approving the Expenditure of City Funds for the Purchase of Traffic Signal Video Vehicle Detection Systems
10. Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of 1055 N. Union, 305 W. Packard, 345 W. Packard, 352 W. Packard, 352 W. Leafland, and 361 W. Leafland
11. 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 Lot East of 990 Tohill Road
 - B. Ordinance Annexing Territory 2nd Lot East of 990 Tohill Road Lying South of CN Railroad
 - C. Ordinance Annexing Territory 1805 Danceland Road
 - D. Ordinance Annexing Territory 2249 Mesa Drive
 - E. Ordinance Annexing Territory 3034 Tempe Drive
 - F. Resolution Authorizing a Letter of Amendment to the Public Improvements Agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation, City Project 2009-33, Section 09-00933-01-BR
 - G. Resolution Approving Reappointments - Civil Service Commission
 - H. Resolution Authorizing the Amendment to Resolution No. 2008-02 Adopting Procedures for Electronic Attendance at Meetings
 - I. Resolution Authorizing Amendment #1 to the Right-of-Way Use Agreement with Sifi Networks Decatur LLC for Installing Broadband Services in Areas of Decatur not Serviced by the City
 - J. Resolution Authorizing Action Regarding Unsafe Structures
 - K. Resolution Rescinding Resolution No. 2023-140 Purchase Agreement for the Purchase of Three (3) Pierce Saber Fire Apparatus and Agreement for Debt Financing of Apparatus

VII. Other Business

VIII. Adjournment

Monthly Reports, July, 2023

SUBJECT: Approval of Minutes of August 7, 2023 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of August 7, 2023 City Council Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, August 7, 2023

On Monday, August 7, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Pro Tem Gregory led the Pledge of Allegiance.

Mayor Pro Tem Gregory presented Stephen Decatur medallions to the following Sister Cities exchange students from Tokorozawa, Japan: Daiki Akiyama, Hikari Deguchi, Tatsuki Kondo, Yui Kusanagi, Miki Sato and Mikoto Shiga.

Mayor Pro Tem Gregory called for Appearance of Citizens and the following citizens provided comments to the Council: George Burns, Gary Morse, Randy Morrison, Jennie Smith, Cyrus Bailey, Tamara Burns, Shemuel Sanders and Abeer Motan.

Council members responded to citizens' comments.

Mayor Pro Tem Gregory called for Approval of the Minutes.

The minutes of the July 17, 2023, City Council meeting were presented. Councilman Kuhle moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Pro Tem Gregory voted aye. Mayor Pro Tem Gregory declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Pro Tem Gregory called for New Business.

R2023-151 Resolution Authorizing Approval of Proposal from LeaderGov for Leadership Development, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-152 Resolution Authorizing Approval of Proposal from Old King's Orchard Community Center for Violence Intervention Services, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Mr. Chris Ellis, Board Chairman of Old King's Orchard Community Center gave a brief overview of the program.

Mr. Devon Joyner, Executive Director of Old King's Orchard Community Center, provided additional details on the program.

Council members asked for updates as the program moves forward.

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

R2023-153 Resolution Providing for a Feasibility Study on the Designation of a Portion of the City of Decatur, Illinois as a Redevelopment Project Area and To Induce Development Interest within Such Area, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the following two Resolutions as they both related to the same issue and answered questions from Council members regarding the proposed TIF district.

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

R2023-154 Resolution Authorizing a Professional Services Agreement between the City of Decatur and PGAV Planners, LLC for Conducting Eligibility Studies and Preparing TIF Development Plans, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

R2023-155 Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) Funds and HOME Investment Partnership (HOME) FY2023 Grant Funds, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Ms. Richelle Dunbar, Assistant Director of Economic and Community Development, gave an overview of the Resolution.

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

R2023-156 Resolution Authorizing Amendment to Agreement with Shemilah Outreach Center For Clean-Up Green-up Initiative, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Council members thanked Mr. Shemuel Sanders for his efforts with the Clean-Up Green-up initiative.

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

R2023-157 Resolution Authorizing Sub-Recipient Agreement Between City of Decatur and Inherited Services for Clean-Up Green-Up Initiative, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Ms. Richelle Dunbar, Assistant Director of Economic and Community Development, gave an overview of the Resolution and answered questions from Council members concerning the timeframe of the Johns Hill project.

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

R2023-158 Resolution Authorizing Acceptance of Recruitment and Retention Grant Awarded to the Decatur Police Department by the Illinois Law Enforcement Training and Standards Board, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Mr. Shane Brandel, Chief of Police, gave an overview of the Resolution and answered questions from Council members regarding recruiting techniques.

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

R2023-159 Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the Electric Vehicle Readiness Plan with CDM Smith, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Ms. Lacie Elzy, Director of Transportation Services, answered questions from Council members regarding contract terms.

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

R2023-160 Resolution Accepting Customer Truck One Source for the Sourcewell Contract Purchase of One (1) 2024 Freightliner Bucket Truck, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

R2023-161 Resolution Accepting the Bid of Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

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

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

R2023-162 Resolution Approving Expenditure of City Funds for Implementation of Office 365 Exchange Online with Presidio Networked Solutions Group, LLC, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Mr. Jim Edwards, IT Director, gave an overview of the Resolution.

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

R2023-163 Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance and Support for Court Case Management Suite, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Mr. Jim Edwards, IT Director, gave an overview of the Resolution.

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

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

2023-52 Item A. Ordinance Annexing Territory 4117 Dean Drive
2023-53 Item B. Ordinance Annexing Territory 3080 E Mound Road
2023-54 Item C. Ordinance Annexing Territory 2705 Southland Road
R2023-164 Item D. Resolution Authorizing the Purchase of Property Located at 1570 W. Forest Avenue, in Decatur, Illinois
R2023-165 Item E. Resolution Authorizing Contribution to Decatur-Macon County Area Crimestoppers
R2023-166 Item F. Resolution Authorizing City of Decatur to Enter into Purchase Agreement for Purchase of Three (3) Fire Apparatus from MacQueen Emergency, St. Paul, Minnesota and Agreement for Debt Financing of Apparatus
R2023-167 Item G. Resolution Approving Appointments - Zoning Board of Appeals

Councilwoman Gregory moved Items A. through G. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Pro Tem Gregory voted aye. Mayor Pro Tem Gregory declared the motion carried.

With no other New Business, Mayor Pro Tem Gregory called for Other Business.

Council members commended Councilman Kuhle for his work with the Ursula Beck Pro Tennis Classic over the last 25 years.

City Manager Wrighton announced that a proposed Strategic Planning Session would take place on August 18, 2023, and a proposed Study Session on September 11, 2023.

Council members spoke about improving delivery of city services and commended Chief Brandel for speed enforcement efforts.

With no Other Business, Mayor Pro Tem Gregory called for adjournment.

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

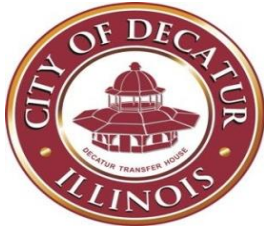
Mayor Pro Tem Gregory declared the regular Council meeting adjourned at 7:05 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Backup Material	Cover Memo



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report July 2023

The Year in Play

The total revised budget for fiscal year 2023 authorizes \$275.8 million in expenditures, against \$236.7 million in authorized revenues.

The General Fund, as a part of the amended City budget, includes General Fund Revenue of \$87.4 million and Expense of \$89.5 million.

City Financial Position

The City of Decatur ended the month with a total cash position of \$128.6 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$122.6 at the end of last month.

The City General Fund ended the month with a cash position of \$26.8 million versus last month's cash position of \$26.3 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 109 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at \$20.9 million.

City cash reserves are contained in Special Revenue funds (\$22.0 million), TIF Redevelopment funds (\$3.6 million), Capital funds (\$3.6 million), Debt Service fund (\$2.1 million), Internal Service funds (\$5.1 million) and Enterprise funds (\$65.1 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

City cash position reported in \$ millions, numbers may not add due to rounding

Fund Type	May-23	Jun-23	Jul-23	Comment
Special Revenue	22.5	21.6	22	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.1	2.8	3.6	Debt service and redevelopment agreement obligations
Capital	4.2	2.8	3.6	Capital funding available
Debt	1.8	1.8	2.1	Debt service obligations
Internal Service	4.9	5.2	5.1	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	61	61.7	65.1	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	97.5	95.9	101.5	
General Fund	25.5	26.3	26.8	Basic services to citizens and stakeholders
Total City Cash	123.3	122.3	128.7	

Changes of note in the period:

- Property tax distributions came in the month of July, which boosted fund balances.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$26.8 million. The current cash balance represents a cash reserve position of about 109 days. The general fund 90 reserve was calculated to be \$20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period.

\$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	51,124	50,207	51,124	-2%
Expense	53,972	48,827	53,972	-11%
Surplus	(2,848)	1,380	(2,848)	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget from Council Adoption

Revenue Comments

- Projections are based on the adopted budget.
- In July, the first of the property tax distributions came in, some \$8.6 million among the General Fund, Library Fund, Band Fund, Debt Fund, and various TIF Funds.

- In June of FY2023, the City's budget was amended to include an additional \$340,000 of revenue.
- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city are generally positive compared to last year.

General Fund Revenue

Revenue to date through the period is \$50.2 million versus budget to date revenue of \$51.1 million, under budget by 3%.

Year to date position of revenue vs. budget - Revenue numbers may not add due to rounding

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	6,002,307	6,098,346	(96,040)	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	7,828,209	7,953,856	(125,646)	-2%
TELEPHONE UTILITY TAX	703,429	674,803	28,626	4%
FOOD & BEVERAGE TAX	2,385,603	2,334,766	50,836	2%
HOTEL AND MOTEL TAX	652,730	593,374	59,356	9%
LOCAL SALES TAX	7,507,465	7,573,029	(65,564)	-1%
AVIATION FUEL TAX	13,101	4,667	8,434	64%
LOCAL USE TAX	1,752,308	1,756,001	(3,694)	0%
AUTO RENTAL TAX	32,241	26,417	5,825	18%
UTILITY TAX - ELECTRIC & GAS	2,815,945	3,296,163	(480,218)	-17%
VIDEO GAMING TAX	1,427,015	1,376,299	50,716	4%
CABLE TV TAX	492,459	514,842	(22,383)	-5%
Sub Total	31,612,812	32,202,564	(589,752)	-2%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	50,511	46,344	4,167	8%
STATE REPLACEMENT TAX	2,470,395	1,538,192	932,202	38%
STATE INCOME TAX	7,242,929	8,261,622	(1,018,692)	-14%
FEDERAL GRANTS	-	250,000	(250,000)	
STATE GRANTS OR OTHER	-	87,500	(87,500)	
POLICE OT REIMBURSEMENTS	39,050	38,534	516	1%
CANNABIS TAX	62,809	70,051	(7,243)	-12%
OPIOID TREATMENT FUNDING	50,000	-	50,000	100%
ADDI REIMBURSEMENTS	1,102	-	-	
Sub Total	9,916,796	10,292,243	(376,550)	-4%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	5,058,284	5,053,186	5,099	0%
GENERAL GOV LICENSES/PERMITS				
Sub Total	834,498	1,386,963	(552,465)	-66%
GENERAL GOV OTHER				
Sub Total	2,784,631	2,189,734	594,898	21%
General Fund Total (year-to-date)	50,207,021	51,124,690	(917,668)	-2%

Key Economic Driven General Fund Revenues vs. the Full Year Target

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year-to-date revenue received, with comparison to the full year budget and prior year revenue receipt.

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax (Gen Fund)	13,914,000	7,828,209	56.3%	7,430,677	5.3%
Local Sales Tax (Gen Fund)	13,334,000	7,507,465	56.3%	7,075,475	6.1%
State Income Tax	11,874,000	7,242,929	61.0%	7,793,983	-7.1%
Utility Tax (Gas/Electric)	5,337,000	2,815,945	52.8%	3,092,086	-8.9%
Food & Beverage Tax (Gen Fund)	3,997,000	2,385,603	59.7%	2,182,025	9.3%
Use Tax	3,020,000	1,752,308	58.0%	1,641,123	6.8%
Video Gaming Tax	2,386,000	1,427,015	59.8%	1,362,672	4.7%
State/Local Replacement Tax (Gen Fund)	2,056,000	2,520,906	122.6%	2,794,425	-9.8%
Hotel & Motel Tax	1,152,000	652,730	56.7%	550,951	18.5%
Cable TV Tax	1,034,000	492,459	47.6%	507,234	-2.9%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$53.9 million of a \$88.6 million adopted budget.

Year to date position of expense vs. budget

	Actual	Yearly Revised Budget	% of Budget
General Government	11,290,251	19,328,490	58%
Developmental Services	2,202,692	4,287,539	51%
Public Safety	29,667,913	55,298,436	54%
Public Works	5,899,546	10,637,535	55%
General Fund Expense	48,827,329	89,552,000	55%

Expense numbers may not add due to rounding

Cash balances in funds of note are as follows with comment:

The Trust & Agency Fund balance is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Fund	Fund Balance	Comment
Federal HOME	\$ 18,923	Federally approved programs
Federal CDBG	\$ 10,980	Community Development Block Grant
State Drug Enforcement	\$ 427,514	Police programs
Federal DUI Drug Enforcement	\$ 329,148	Police programs
Building Fund	\$ 919,250	R&M and capital of Library facility
Public Library	\$ 2,021,478	Operational fund of Library
Library Capital	\$ 1,000,271	Capital Expense requirements and cash reserves
Library Trust	\$ 95,330	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 2,027,114	Street repairs and maintenance
Motor Fuel Tax	\$ 6,137,192	Street repairs and maintenance
Community Revitalization	\$ 7,758,764	Revitalization initiatives
2018 Project	\$ (176,974)	General Obligation bond proceeds for construction of new fire stations
Capital Project	\$ 24,072	Minimal funding available
Equipment Replacement	\$ 1,808,715	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ 2,179,448	Debt payments on current debt issues
Fleet Maintenance	\$ 817,576	Repair and maintenance of city vehicle fleet
Risk Management	\$ 4,575,646	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ (225,077)	Coverage for healthcare and other benefit expenses.
Public Transit Operations	\$ 561,921	Operational and capital funding of the transit system
Fiber Optics	\$ 832,239	City investment in the next phase of a fiber optic network
Storm Water	\$ 3,176,617	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 13,855,195	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ 8,056,474	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	\$ 24,508,866	Bond revenues in FY22
Grant	\$ 427,663	Unbudgeted FY2022 grants
ARP	\$ 1,972,582	Federal ARP funds as per city budget

Investments

City investments include about \$51 million in US Treasury Bonds and an additional \$20.4 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2023.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Debt outstanding was \$126.9 million in outstanding principal as of June 2023. All debt principal and interest payments are covered within the 2023 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is \$38 million, with \$130.6 million year-to-date. The total is 55% of the revised revenue budget of \$236.7 million.

Of note, the property tax revenues received by the City according to the tax levy in effect will provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2023 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2023

The levy is \$15,323,128 million, excluding TIF districts. The tax rate is estimated at 1.62733% of the EAV of \$941,610,236, with another \$19.2 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

In the first property tax installment, we received \$7.9 million for debt, the pension funds, the Library, and Band and about \$800,000 in the various TIF funds.

Expenditure Tracking

City-wide expenses during the reporting period were \$23 million and \$129 million year-to-date. The total is 47% of the annual revised expense budget of \$275.8 million.

Water Utility

The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items are reported as well as Capital Expense spending.

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about \$1.5 million of expenses over revenue. In FY2022, the comparable was \$1.5 million revenue over expenses. In debt payments for the Fiscal Year, about \$9.3 million has been paid out so far.

The report entitled “Water Utility Metrics” is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing Across all Funds

Current full-time staffing level is 427 FTEs versus budget of 465 FTEs. There are 29 part-time and temp employees.



Fiscal Year 2023

Fiscal Period Ending July 2023

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: July 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	26,364,405.23	12,711,098.15	12,366,778.20	145,796.27		26,854,521.45		26,854,521.45	0.00
14	Special Revenue Funds PAYROLL FUND	51,412.00	0.00	0.00	0.00		51,412.00		51,412.00	
16	COMMUNITY GRANT FUND	(42,468.75)	0.00	1,190.43	0.00		(43,659.18)		(43,659.18)	
17	HOME FUND	612.87	37,465.64	19,155.26	0.00		18,923.25		18,923.25	
18	CDBG FUND	12,104.63	18,420.31	19,544.75	0.00		10,980.19		10,980.19	
22	DUATS FUND	26,491.50	98,231.18	47,676.07	0.00		77,046.61		77,046.61	
25	STATE DRUG ENFORCEMENT	438,112.43	290.69	10,889.00	0.00		427,514.12		427,514.12	
26	DUI FINES AND FEES FUND	226,260.07	444.62	19,775.40	0.00		206,929.29		206,929.29	
27	POLICE LAB & PROGRAMS	185,941.93	237.52	577.72	0.00		185,601.73		185,601.73	
30	FEDERAL DRUG ENFORCEMENT	345,809.21	225.17	16,886.36	0.00		329,148.02		329,148.02	
34	BUILDING FUND	1,188,984.46	52,464.17	322,198.52	0.00		919,250.11		919,250.11	
35	LIBRARY FUND	523,277.42	1,853,645.45	355,444.40	0.00		2,021,478.47		2,021,478.47	
36	MUNICIPAL BAND FUND	73,669.25	36,910.18	29,746.79	0.00		80,832.64		80,832.64	
37	FOREIGN FIRE INSURANCE FUND	164,367.56	275.85	4,463.52	0.00		160,179.89		160,179.89	
42	LOCAL STREETS & ROADS	1,862,802.00	169,309.30	4,997.50	0.00		2,027,113.80		2,027,113.80	
46	MOTOR FUEL TAX FUND	5,914,802.07	272,310.65	49,920.28	0.00		6,137,192.44		6,137,192.44	
58	LIBRARY CAPITAL	998,995.46	1,275.65	0.00	0.00		1,000,271.11		1,000,271.11	
59	LIBRARY TRUST FUNDS	100,874.13	1,065.45	6,609.59	0.00		95,329.99		95,329.99	
82	DCDF FUND	162,791.02	1,646.53	90.50	0.00		164,347.05		164,347.05	
84	COMMUNITY REVITALIZATION	9,016,177.53	13,279.87	1,270,693.16	0.00		7,758,764.24		7,758,764.24	
85	GRANT FUND	427,377.68	285.24	0.00	0.00		427,662.92		427,662.92	
	Total Special Revenue Funds	21,678,394.47	2,557,783.47	2,179,859.25	0.00	0.00	22,004,906.69	0.00	22,056,318.69	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	187,335.41	506,161.94	0.00	0.00		693,497.35		693,497.35	
21	WABASH CROSSING TIF	2,043,334.29	20,184.04	0.00	0.00		2,063,518.33		2,063,518.33	
23	EASTGATE TIF FUND	214,754.23	76,608.36	0.00	0.00		291,362.59		291,362.59	
24	SOUTHSIDE TIF FUND	186,013.59	49,779.58	0.00	0.00		235,793.17		235,793.17	
28	PINES SHOPPING CENTER TIF	12,319.36	43,103.23	0.00	0.00		55,422.59		55,422.59	
29	GRAND & OAKLAND TIF	242,715.49	75,792.51	0.00	0.00		318,508.00		318,508.00	
	Total TIF & Redevelpmnt Funds	2,886,472.37	771,629.66	0.00	0.00	0.00	3,658,102.03	0.00	3,658,102.03	0.00
40	Capital Funds PEG CAPITAL FUND	74,507.18	2,242.44	22,429.71	0.00		54,319.91		54,319.91	
44	2018 PROJECT FUND	(165,311.78)	0.00	11,662.11	0.00		(176,973.89)	0.00	(176,973.89)	
45	CAPITAL PROJECT FUND	49,153.21	39.74	25,121.14	0.00		24,071.81		24,071.81	(481,816.00)
61	EQUIPMENT REPLACEMENT	924,645.64	976,055.00	91,985.33	0.00		1,808,715.31		1,808,715.31	
99	AMERICAN RESCUE PLAN	1,987,123.62	0.00	14,542.00	0.00		1,972,581.62		1,972,581.62	
	Total Capital Funds	2,870,117.87	978,337.18	165,740.29	0.00	0.00	3,682,714.76	0.00	3,682,714.76	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: July 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,822,431.65	357,016.62	0.00	0.00		2,179,448.27		2,179,448.27	0.00
60	Internal Service Funds FLEET MAINTENANCE	700,940.38	309,943.60	193,307.97	0.00		817,576.01		817,576.01	
64	RISK MANAGEMENT	4,527,511.91	342,999.32	294,865.47	0.00		4,575,645.76		4,575,645.76	
65	INSURANCE FUND	38,255.16	925,669.84	1,189,002.44	0.00		(225,077.44)		(225,077.44)	
	Total Internal Service Funds	5,266,707.45	1,578,612.76	1,677,175.88	0.00	0.00	5,168,144.33	0.00	5,168,144.33	0.00
70	Enterprise Funds TRANSIT - OPERATION	(1,571,596.57)	2,919,592.07	786,074.22	0.00		561,921.28		561,921.28	
77	FIBER OPTICS	829,551.37	6,107.56	3,420.00	0.00		832,238.93		832,238.93	
78	STORM WATER	3,163,485.18	128,609.85	115,478.33	0.00		3,176,616.70		3,176,616.70	
79	SEWER FUND	13,577,604.70	651,652.04	374,061.73	0.00		13,855,195.01		13,855,195.01	
80	WATER FUND	8,418,554.41	3,109,015.63	3,524,547.18	53,451.26		8,056,474.12		8,056,474.12	
81	WATER CAPITAL	43,415.60	2,018,267.89	592,690.67	0.00		1,468,992.82		1,468,992.82	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	247,455.46	67,562.25	95,198.88	0.00		219,818.83		219,818.83	
89	2022 BOND FUND	24,535,733.19	117,354.85	144,221.94	0.00		24,508,866.10		24,508,866.10	
	Total Enterprise Funds	61,744,203.34	9,018,162.14	5,635,692.95	53,451.26	0.00	65,180,123.79	0.00	65,180,123.79	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	1,571,961.67	3,306,421.83	805,007.88	0.00		4,073,375.62		4,073,375.62	
90	FIRE PENSION INVESTMENTS	85,520,349.27	0.00	0.00	0.00			85,520,349.27	85,520,349.27	
	TOTAL FIRE PENSION	87,092,310.94	3,306,421.83	805,007.88	0.00	0.00	4,073,375.62	85,520,349.27	89,593,724.89	
91	POLICE PENSION FUND CASH	6,832,473.03	3,074,555.73	948,080.26	0.00		8,958,948.50		8,958,948.50	
91	POLICE PENSION INVESTMENTS	115,063,274.94	3,678,398.97	8,925.66	0.00			118,732,748.25	118,732,748.25	
	TOTAL FIRE PENSION	121,895,747.97	6,752,954.70	957,005.92	0.00	0.00	8,958,948.50	118,732,748.25	127,691,696.75	
	Total Trust & Agency Funds	208,988,058.91	10,059,376.53	1,762,013.80	0.00	0.00	13,032,324.12		217,285,421.64	0.00
	Total City Funds	331,620,791.29	38,032,016.51	23,787,260.37	199,247.53	0.00	141,760,285.44	0.00	346,064,794.96	
Memorandum Items										
	Pooled Cash Investments							51,037,078.59	51,037,078.59	
	City Funds ex Trust & Agency	122,632,732.38	27,972,639.98	22,025,246.57	199,247.53	0.00	128,727,961.32	51,037,078.59	128,779,373.32	0.00

City of Decatur
Treasurer's Investment Report

Month of : July 2023

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	1.700%	-	-	-	-	13,687.50	23,866.07
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	4.340%	-	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	1,750,000.00	2,919,892.58	2,987,130.00	-	991.85	(101.90)
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	4.650%	1,250,000.00	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	2,225,000.00	4,399,441.41	4,403,310.50	-	9,230.09	20,355.09
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	1,000,000.00	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.510%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	5,067,246.09	5,022,990.00	(290.30)	2,169.21	7,794.21
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.320%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	1,599,062.50	1,519,744.00	-	3,000.00	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	2,180,195.32	2,128,972.50	-	1,760.35	5,510.35
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00	-	-	-	-	-
US Treasury Bill Zero	Apr-Oct	04/27/23	0.37400%	4.020%	-	-	-	-	4,660.24	4,660.24
US Treasury Bond	May - Nov	05/31/23	0.12500%	4.640%	-	-	-	-	291.89	291.89
US Treasury Bond	Jun-Dec	06/30/23	0.12500%	4.650%	-	-	-	-	423.00	423.00
US Treasury Bond	Jan-July	07/15/23	0.12500%	4.590%	-	-	-	781.25	487.74	487.74
US Treasury Bond	Mar - Sep	09/30/23	0.25000%	4.620%	1,250,000.00	1,222,265.63	1,239,350.00	-	60.11	60.11
US Treasury Bond	Apr-Oct	10/15/23	0.12500%	4.640%	1,250,000.00	1,219,140.63	1,236,725.00	-	94.44	94.44
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	1,250,000.00	1,228,857.42	1,233,787.50	-	7,613.94	7,613.94
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	1,250,000.00	1,207,275.39	1,221,137.50	781.25	487.74	487.74
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	1,202,880.86	1,215,237.50	-	(159.70)	(159.70)
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,211,087.50	-	(76.41)	(76.41)
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,219,137.50	-	2,555.25	2,555.25
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	1,250,000.00	1,192,431.64	1,200,387.50	-	(135.87)	(135.87)
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,220,262.50	-	5,837.91	5,837.91
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,192,387.50	2,343.75	1,463.21	1,463.21
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,196,100.00	-	(1,019.01)	(1,019.01)
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,182,037.50	-	472.18	472.18
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	1,186,914.06	1,179,975.00	-	1,346.69	1,346.69
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	1,190,380.86	1,180,475.00	-	2,850.27	2,850.27
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	1,190,087.89	1,179,100.00	7,031.25	4,389.67	4,389.67
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,182,912.50	-	(1,916.44)	(1,916.44)
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,185,162.50	-	(534.99)	(534.99)
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,693,107.25	-	-	-
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,153,662.50	-	25.90	25.90
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	917,890.00	-	151.10	151.10
Federated US Treasury Cash Reserves		Liquid			10,617,012.16	10,617,012.16	10,728,931.41	43,409.94	149,675.14	
Total Investment(s)					52,517,012.16	51,037,078.59	51,031,000.66	54,057.14	209,883.00	92,792.68

Journal Entry

Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	(10,082.38)	(2,080.15)	(10,036.66)	(10,082.38)	-	-	(22,199.19)
Gain/Loss from sale of bond	17,187.50	5,494.14	25,585.94	17,187.50	-	-	48,267.58
Interest (Income)	54,057.14	(28,184.65)	184,010.51	54,057.14	-	-	209,883.00
	61,162.26	(24,770.66)	199,559.79	61,162.26	-	-	235,951.39

City of Decatur
Treasurer's Investment Report

Month of : July 2023

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect	Maturity	Coupon	Yield at	Par Value	Cost	Market	CP Interest	YTD Interest	BTD Interest	
	Int Income	Date	Rate	Purchase	Amount		Value	Received	Received 2023	Received	
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00	
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	-	15,000.00	16,875.00	
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	-	-	-	-	1,250.00	1,612.02	
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	-	-	-	-	2,500.00	3,428.96	
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	-	-	-	-	32,911.67	32,911.67	
United States Treasury Bill Zero 25 May 2023	May-Nov	5/25/2023	2.260%	4.650%	-	-	-	-	39,776.00	39,776.00	
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	-	-	-	-	1,250.00	2,028.69	
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%	-	-	-	-	1,250.00	985.05	
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	-	-	-	45,958.61	47,208.61	47,045.57	
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	-	-	-	1,250.00	2,500.00	2,500.00	
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2023	2.466%	5.090%	2,000,000.00	1,951,865.83	1,951,865.83	-	-	-	
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	3,041,162.00	-	23,250.00	11,949.05	
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00			-			
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,937,740.00	-	(217.39)	(217.39)	
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	2,000,000.00	3,353,867.19	3,379,285.00	-	(261.28)	(261.28)	
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	1,500,000.00			-			
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	3/15/2024	0.250%	5.210%	1,800,000.00	3,624,500.01	3,649,178.00	-	(351.90)	(351.90)	
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	3/15/2024	0.250%	5.250%	2,000,000.00			-			
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	2,000,000.00	3,815,000.00	3,827,040.00	(464.48)	(669.40)	(669.40)	
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.330%	2,000,000.00						
United States Treasury Note/Bond .375% 15 July 2024	Jan-Jul	7/15/2024	0.375%	5.340%	2,000,000.00	1,906,093.75	1,907,820.00	(122.28)	(122.28)	(122.28)	
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					938,876.34	938,876.34	996,110.68	2,709.57	10,434.06		
Total Investment(s)					21,338,876.34	20,491,894.53	20,690,201.51	49,331.42	202,153.09	183,934.76	
GRAND TOTALS:						73,855,888.50	71,528,973.12	71,721,202.17	103,388.56	412,036.09	276,727.44

Journal Entry							
Water Capital Bond	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	(4,119.40)	(4,032.05)	(4,080.61)	(4,119.40)		-	(12,232.06)
Gain/Loss from sale of bond	57,187.50	54,531.25	142,343.74	57,187.50		-	254,062.49
Interest (Income)	49,331.42	59,145.04	93,676.63	49,331.42	-	-	202,153.09
	102,399.52	109,644.24	231,939.76	102,399.52	-	-	443,983.52

*Coupon rate for Treasury Bill Zero is the difference between Par Value and Cost divided by Cost

Bond Issuance	2022
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description	Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds
Debt Issue	GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects

Project The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the city's water and sewer utilities. The initial \$133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant clarifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	transfer to water fund 80 for debt service			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insurance Costs				378,149									
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
				-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733						
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335	17,548	60,167						222,371
Gain/Loss on Investments	-	-	54,531	38,906	49,141	54,297	57,188						254,062
Expenditures													
Transfer out of old proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	-	-	-	-	-	-	12,232						12,232
Water/Sewer improvements	55,798	-	367,487	1,200	209,137	143,000	131,990						908,612
													-
Total Expenditures	55,798	-	367,487	1,200	209,137	143,000	144,222	-	-	-	-	-	920,844
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	-	-	-	-	-	

City of Decatur
Fire Station New Construction - Status of 2018 Project Fund 44

home

Month of: July 2023

Bond Issuance	2018
Par Value of Bonds	8,000,000
Premium	806,021
Total Source of Funds	8,806,021
Total Use of Funds	8,806,021
Underwriter's Discount	56,000
Bond Insurance	26,104
Closing Costs	41,770
Bond Proceeds	8,682,147

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The 2018 GO Bonds included proceeds to finance the construction of three (3) new fire stations, replacing station 3 Fairview Millikin, station 5 Brentwood, and station 7 Airport.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of the construction of the three fire stations.

The 2018 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Busey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend							8,682,147	8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	
Revenues													
Investment Income							-	-	-	-	-	30,183	30,183
Expenditures													
Fire Station 3							-	-	-	-	-	8,190	8,190
Fire Station 5							168,697	25,518	-	47,955	55,701	26,885	324,756
Fire Station 7							-	-	303	-	-	-	303
Total Expenditures							168,697	25,518	303	47,955	55,701	35,075	333,249
Ending cash available							8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	8,379,081	

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	8,379,081	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	
Revenues													
Investment Income	594	24,394	858	7,975	25,171	1,645	3,855	1,342	44,383	9,094	956	33,797	154,064
Expenditures													
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	19,000	19,000
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	419,111	2,170,248
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500
Total Expenditures	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,765	1,047	438,111	2,189,748
Ending cash available	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	6,343,397	

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	
Revenues													
Investment Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,690
Expenditures													
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,892
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-	-	102	10,209	-	-	-	421,289
Fire Station 7	-	-	-	100	-	-	-	500	655	-	-	-	81,040
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865	

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	
Revenues													
Investment Income	108	1	6,143	2	1	(3,129)	1	2,206	347	2	(94)	34	5,621
Gain/Loss from investment	-	-	(6,715)	-	-	-	-	(5,012)	-	-	-	-	(11,727)
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000
Expenditures													
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,740
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	53,581	318,237
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	198,902	493,249	151,746	235,169	64,755	3,219,114
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645	

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	2,961,645	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	
Revenues													
Investment Income	35	(175)	152	-	127	38	-	41	378	2,755	952	587	4,890
Gain/Loss from investment	-	34	-	(204)	-	-	-	-	-	-	116	-	(54)
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Income	-	-	-	-	-	-	-	-	-	-	-	115,000	-
Expenditures													
No project code	-	-	233	-	38,746	142,384	-	1,408	4,755	5,678	4,095	-	184,914
Fire Station 3	-	-	-	-	-	-	-	(543)	-	-	-	-	-
Fire Station 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Station 7	-	2,480	25,070	-	313,094	13,321	3,680	374,700	4,945	9,558	705,182	861,407	2,313,438
Total Expenditures	-	2,480	25,303	-	351,841	155,704	3,680	375,565	9,700	15,235	709,277	861,407	2,498,352
Ending cash available	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	571,289	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	571,289	571,698	230,775	230,933	223,664	216,304	(165,312)						
Revenues													
Investment Income	410	299	158	95	1,398	-	-	-	-	-	-	-	2,359
Gain/Loss from investment	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
No project code	-	-	-	-	1,305	3,050	9,537	-	-	-	-	-	-
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Station 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Station 7	-	341,222	-	7,364	7,453	378,566	2,125	-	-	-	-	-	736,730
Total Expenditures	-	341,222	-	7,364	8,758	381,616	11,662	-	-	-	-	-	736,730
Ending cash available	571,698	230,775	230,933	223,664	216,304	(165,312)	(176,974)	-	-	-	-	-	

note 1 final number construction costs excludes \$600.00 earnest payment for property acquisition in 2017

note 2 final number construction costs

note 3 construction costs for fire station 7

note 4 transfer from other funds (\$480k) consists of \$350k CURES reimbursement and \$130k reimbursement from

fund 42 for IDOT related station 3 road work

note 5 FY2023 mi-year budget adjustment in June will transfer funds from ARP once final bills arrive to a maximum of \$482,509

Reconciliation	Bond proceeds	8,682,147
	Interest income	325,807
	Gain/Loss	(11,780)
	480,000	
note 4	Transfer from Other Funds	480,000
	Total available for spend	9,476,174

Construction cost

available funds
yet to spend
Funding issue

gz approved	gz approved	gz approved	
3,231,642	3,056,430	3,670,610	9,958,682
note 2	note 1	note 3	
Total funds available for spend			
3,231,642	3,056,430	3,188,102	9,476,174
(4,094)	0	220,363	216,269
-	-	482,509	482,509

City of Decatur
City Treasurer's Financial Report
General Fund Summary

Period Ending: July 2023

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Adopted Budget
REVENUE														
Actual	6,479,130	6,309,981	6,002,627	5,803,605	7,066,238	5,834,342	12,711,098						50,207,021	
Budget Projection	6,173,274	5,863,228	6,962,302	5,960,707	7,922,048	5,902,173	12,340,959						51,124,690	87,437,000
Vs budget in month	305,856	446,753	(959,675)	(157,102)	(855,810)	(67,830)	370,140	-	-	-	-	-		
Vs budget to date	305,856	752,610	(207,065)	(364,167)	(1,219,977)	(1,287,808)	(917,668)	-	-	-	-	-	(917,668)	
EXPENSE														
Personnel Expense														
Actual	3,771,807	3,477,179	5,193,724	3,395,363	3,452,145	3,528,161	9,467,884						32,286,263	
Budget Projection	4,031,343	3,631,258	5,402,600	4,046,758	3,753,100	4,244,680	9,003,324						34,113,063	60,114,256
Vs budget in month	(259,536)	(154,080)	(208,876)	(651,395)	(300,955)	(716,519)	464,560	-	-	-	-	-		68%
Vs budget to date	(259,536)	(413,616)	(622,491)	(1,273,887)	(1,574,841)	(2,291,360)	(1,826,800)	-	-	-	-	-	(1,826,800)	of GF Expense
Operating Expense														
Actual	2,162,685	3,449,489	1,154,758	3,820,056	1,503,413	1,551,770	2,898,895						16,541,066	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733	1,789,081	2,199,909	8,432,310						19,859,443	28,747,744
Vs budget in month	(1,040,628)	2,327,038	56,113	1,806,323	(285,668)	(648,139)	(5,533,416)	-	-	-	-	-		32%
Vs budget to date	(1,040,628)	1,286,410	1,342,523	3,148,846	2,863,178	2,215,039	(3,318,377)	-	-	-	-	-	(3,318,377)	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	12,366,778	-	-	-	-	-	48,827,329	
Budget Projection	7,234,656	4,753,710	6,501,244	6,060,492	5,542,181	6,444,589	17,435,634	-	-	-	-	-	53,972,506	88,862,000
Vs budget in month	(1,300,164)	2,172,958	(152,762)	1,154,928	(586,622)	(1,364,658)	(5,068,856)	-	-	-	-	-		
Vs budget to date	(1,300,164)	872,794	720,031	1,874,959	1,288,337	(76,321)	(5,145,177)	-	-	-	-	-	(5,145,177)	
Surplus / (Deficit)														
Actual	544,638	(616,686)	(345,855)	(1,411,815)	2,110,679	754,411	344,320	-	-	-	-	-	1,379,692	
Budget Projection	(1,061,383)	1,109,519	461,058	(99,785)	2,379,867	(542,417)	(5,094,675)	-	-	-	-	-	(2,847,816)	(1,425,000)
Vs budget in month	1,606,021	(1,726,205)	(806,912)	(1,312,030)	(269,188)	1,296,828	5,438,995	-	-	-	-	-		
Vs budget to date	1,606,021	(120,184)	(927,097)	(2,239,127)	(2,508,315)	(1,211,487)	4,227,508	-	-	-	-	-	4,227,508	
Beginning Cash Balance														
Balance Sheet Adjustments	5,339	65,377	(16,529)	(17,880)	86,958	25,630	145,796							
Ending Cash Balance	25,730,115	25,178,805	24,816,422	23,386,727	25,584,364	26,364,405	26,854,521	-	-	-	-	-		

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: July 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-	7,908,411	-	-	-	-	-	7,908,411	15,677,193	50%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-	739,834	-	-	-	-	-	739,834	1,841,409	40%
	OTHER TAXES TOTAL		-	-	-	-	-	-	8,648,245	-	-	-	-	-	8,648,245	17,518,602	49%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,157,380	1,134,252	1,246,328	954,992	947,436	1,063,989	1,106,303	-	-	-	-	-	7,610,680	13,501,160	56%
var	STATE SALES TAX	var	1,168,660	1,127,485	1,289,943	1,033,077	1,002,240	1,144,522	1,152,092	-	-	-	-	-	7,918,019	14,061,840	56%
	OTHER TAXES TOTAL		2,326,039	2,261,737	2,536,272	1,988,069	1,949,677	2,208,510	2,258,395	-	-	-	-	-	15,528,699	27,563,000	56%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	6,002,307	-	-	-	-	-	6,002,307	11,940,000	50%
301106	MOBILE HOME PRIVELEGE TAX	10							-	-	-	-	-	-	-	14,000	0%
301201	STATE SALES TAX	10	1,155,830	1,114,655	1,277,113	1,020,247	989,410	1,131,692	1,139,262	-	-	-	-	-	7,828,209	13,914,000	56%
301202	TELEPHONE UTILITY TAX	10	100,718	101,222	121,496	107,186	89,187	93,766	89,855	-	-	-	-	-	703,429	1,183,000	59%
301203	FOOD & BEVERAGE TAX	10	349,168	310,308	314,152	344,283	356,811	348,084	362,797	-	-	-	-	-	2,385,603	3,997,000	60%
301204	HOTEL AND MOTEL TAX	10	71,531	89,816	74,851	111,415	78,123	114,607	112,386	-	-	-	-	-	652,730	1,152,000	57%
301205	LOCAL SALES TAX	10	1,142,635	1,119,507	1,231,583	940,247	932,691	1,049,244	1,091,558	-	-	-	-	-	7,507,465	13,334,000	56%
301206	AVIATION FUEL TAX	10	1,191	2,212	1,079	876	2,697	2,545	2,502	-	-	-	-	-	13,101	8,000	164%
301207	LOCAL USE TAX	10	253,475	267,197	323,206	226,274	208,488	257,890	215,778	-	-	-	-	-	1,752,308	3,020,000	58%
301208	AUTO RENTAL TAX	10	4,404	4,341	4,686	4,405	3,906	5,926	4,574	-	-	-	-	-	32,241	48,000	67%
301209	UTILITY TAX - ELECTRIC & GAS	10	494,772	511,814	459,507	411,867	357,677	307,264	273,044	-	-	-	-	-	2,815,945	5,337,000	53%
301210	VIDEO GAMING TAX	10	187,712	194,632	192,027	196,183	233,599	208,034	214,828	-	-	-	-	-	1,427,015	2,386,000	60%
301302	CABLE TV TAX	10	11,674	228,468	-	-	241,582	-	10,736	-	-	-	-	-	492,459	1,034,000	48%
	Sub Total		3,773,110	3,944,173	3,999,700	3,362,983	3,494,170	3,519,050	9,519,626	-	-	-	-	-	31,612,812	57,367,000	55%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	2,484	-	41,670	3,185	3,172	-	-	-	-	-	-	-	50,511	56,000	90%
302104	STATE REPLACEMENT TAX	10	538,022	-	266,524	423,429	687,006	-	555,414	-	-	-	-	-	2,470,395	2,000,000	124%
302105	STATE INCOME TAX	10	1,049,580	1,037,782	614,640	989,236	1,696,424	795,466	1,059,801	-	-	-	-	-	7,242,929	11,874,000	61%
302106	FEDERAL GRANTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	0%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	315,000	0%
302114	POLICE OT REIMBURSEMENTS	10	2,821	16,566	8,473	3,372	5,420	543	1,854	-	-	-	-	-	39,050	89,000	-
302121	CANNABIS TAX	10	8,951	8,922	8,729	10,073	8,504	8,686	8,943	-	-	-	-	-	62,809	119,000	0%
302126	OPIOID TREATMENT FUNDING	10	-	-	50,000	-	-	-	-	-	-	-	-	-	-	-	-
308879	ADDI REIMBURSEMENT	10	480	110	-	512	-	-	-	-	-	-	-	-	1,102	-	-
	Sub Total		1,602,338	1,063,380	990,036	1,429,807	2,400,526	804,696	1,626,012	-	-	-	-	-	9,866,796	14,803,000	67%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	171,795	171,795	171,795	171,795	171,795	171,795	171,795	-	-	-	-	-	1,202,565	2,062,116	58%
303608	RISK & EE BENEFIT SERVICES	10	19,734	19,734	19,734	19,734	19,734	19,734	19,734	-	-	-	-	-	138,138	252,600	55%
303621	ADMIN SERVICES	10	188,066	188,066	188,066	188,066	188,066	188,066	188,066	-	-	-	-	-	1,316,462	2,423,500	54%
303622	PUBLIC WORKS SERVICES	10	143,053	143,053	143,053	143,053	143,053	143,053	143,053	-	-	-	-	-	1,001,371	1,646,000	61%
303626	BLDG INSPECTION SERVICES	10	10,375	10,375	10,375	10,375	10,375	10,375	10,375	-	-	-	-	-	72,625	100,000	73%
303628	SEWER FUND-EPA	10	31,334	31,334	31,334	31,334	31,334	31,334	31,334	-	-	-	-	-	219,338	371,688	59%
306700	IT SERVICES	10	83,924	83,924	83,924	83,924	83,924	83,924	83,924	-	-	-	-	-	587,468	1,021,700	57%
306707	CDBG PERSONNEL/EXP REIMB	10	43,191	40,601	42,746	17,618	21,723	30,888	15,978	-	-	-	-	-	212,745	410,000	52%
306751	HOME PERSONNEL/EXP REIMB	10	1,669	2,079	1,414	849	903	2,479	1,725	-	-	-	-	-	11,118	50,000	22%
306753	DUATS PERSONNEL/EXP REIMB	10	-	33,631	-	-	-	-	23,632	-	-	-	-	-	57,262	200,000	29%
306762	TRANSFER FROM COM. GRANTS	10	7,348	8,958	7,356	4,023	11,912	8,636	190,959	-	-	-	-	-	239,192	125,000	191%
	Sub Total		700,490	733,550	699,797	670,770	682,819	690,284	880,575	-	-	-	-	-	5,058,284	8,662,604	58%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	380	1,235	670	300	2,570	1,240	1,265	-	-	-	-	-	7,660	15,000	51%
304302	GARBAGE HAULERS	10	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	22,000	5%
304303	CONTRACTOR LICENSES	10	4,500	1,550	1,200	1,127	1,425	875	850	-	-	-	-	-	11,577	28,000	41%
304304	LIQUOR LICENSES	10	-	250	3,677	100	143,125	330,921	26,953	-	-	-	-	-	505,026	531,000	95%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES	10	5,960	6,461	4,186	3,914	1,444	177	910	-	-	-	-	-	23,052	371,000	6%
304401	BUILDING PERMITS	10	15,078	40,376	39,226	42,114	38,099	53,763	57,461	-	-	-	-	-	286,117	1,250,000	23%
304402	PIER PERMITS	10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total		27,033	49,872	48,960	47,556	186,663	386,975	87,439	-	-	-	-	-	834,498	2,257,000	37%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: July 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301 ON STREET PARKING	10		374	223	298	299	789	421	347	-	-	-	-	-	2,751	4,000	69%
303302 PARKING LOT 1	10		1,441	1,293	1,389	1,339	1,388	764	1,920	-	-	-	-	-	9,533	13,000	73%
303306 PARKING LOT 10	10		537	644	712	436	506	303	626	-	-	-	-	-	3,764	5,000	75%
303308 GARAGE C	10		7,325	1,367	1,470	670	1,580	1,863	13,549	-	-	-	-	-	27,824	28,000	99%
303310 RESIDENTIAL PARKING	10		900	480	300	540	420	120	120	-	-	-	-	-	2,880	4,000	72%
303312 DOWNTOWN EMPL PARKING PERMITS	10		1,417	1,243	2,102	1,225	1,053	2,607	1,203	-	-	-	-	-	10,849	20,000	54%
304490 ADMIN COURT FINES	10		2,418	2,620	3,689	3,400	4,998	13,320	13,076	-	-	-	-	-	43,521	68,000	64%
305500 ADMINISTRATIVE COURT FEES	10		2,108	1,569	1,835	2,656	1,755	4,040	4,930	-	-	-	-	-	18,893	32,000	59%
305501 COURT FINES	10		15,557	12,810	15,026	17,669	12,424	16,847	16,989	-	-	-	-	-	107,321	147,000	73%
305502 BOOT FEE	10		70	35	140	385	140	210	245	-	-	-	-	-	1,225	2,000	61%
305503 WEED CUTTING FEES	10		4,899	1,026	1,833	7,974	3,152	5,623	3,965	-	-	-	-	-	28,473	42,000	68%
305505 ILLEGAL USE OF VEHICLE	10		32,550	34,525	44,025	23,775	28,000	31,795	24,750	-	-	-	-	-	219,420	227,000	97%
305506 OVERTIME PARKING FEES	10		5,616	7,116	8,559	9,452	10,313	10,313	6,791	-	-	-	-	-	57,877	110,000	53%
305507 VARIANCE AND ZONING	10		-	250	250	300	150	-	140	-	-	-	-	-	1,090	3,000	36%
305513 OTHER FINES AND FEES	10		8,134	6,946	7,404	8,947	5,283	4,721	5,134	-	-	-	-	-	46,570	64,000	73%
305516 PET CITATIONS	10		217	9,249	3,696	3,483	5,890	2,954	11,065	-	-	-	-	-	36,555	68,000	54%
305520 TRASH & CLEAN UP FINES	10		4,986	4,930	7,947	3,356	9,922	6,586	3,644	-	-	-	-	-	41,370	78,000	53%
305521 VACANT PROPERTY FEE	10		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total			88,550	86,325	100,675	85,906	87,479	102,486	108,493	-	-	-	-	-	659,915	915,000	72%
INVESTMENT																	
306700 TRANSFERS FROM OTHER FUNDS	10		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900 BOND OR NOTE PROCEEDS	10		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101 INTEREST INCOME	10		22,284	23,672	24,385	14,423	19,327	19,226	21,479	-	-	-	-	-	144,796	200,000	72%
307102 POOLED INTEREST	10		-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141 INVESTMENT INCOME	10		-	-	-	-	22,499	22,373	16,075	-	-	-	-	-	60,946	4,000	1524%
Sub Total			22,284	23,672	24,385	14,423	41,826	41,599	37,553	-	-	-	-	-	205,742	205,500	100%
GENERAL GOV OTHER INCOME																	
303413 AMEREN FRANCHISE PAYMENTS	10		76,759	76,759	76,759	76,759	76,759	76,759	76,759	-	-	-	-	-	537,315	921,000	58%
303415 PROFESSIONAL STANDARDS	10		-	-	-	3,422	-	-	-	-	-	-	-	-	3,422	5,700	60%
303510 ELECTRIC AGGREGATION ADMIN	10		4	3	2	-	-	-	-	-	-	-	-	-	9	35,000	0%
306700 TRANSFER FROM OTHER FUNDS	10		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308801 RENTAL OF CITY PROPERTY	10		-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802 SALE OF CITY PROPERTY	10		-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803 SALE OF OTHER PROPERTY	10		-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807 DEMOLITION PAYMENTS	10		-	-	-	-	-	10	-	-	-	-	-	-	10	40,000	0%
308810 DAMAGE TO CITY PROPERTY	10		78,476	110	3,306	87	15,760	-	54,485	-	-	-	-	-	152,224	43,000	354%
308814 INVENTORY REIMBURSEMENTS	10		1,299	1,230	-	(226)	955	-	101	-	-	-	-	-	3,359	-	-
308870 DONATIONS	10		-	-	-	-	-	175,000	-	-	-	-	-	-	175,000	175,000	100%
308817 NOISE ORDINANCE FINES	10		-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890 REIMBURSEMENT OF EXPENSE	10		-	22	3,031	-	-	-	69	-	-	-	-	-	3,122	5,000	62%
308898 BANK RECONCILIATION ADJ	10		-	(451)	-	(9,265)	(3,836)	297	(0)	-	-	-	-	-	(13,255)	9,000	-147%
308899 MISCELLANEOUS INCOME	10		3,670	9,116	6,169	22,178	5,691	1,555	3,754	-	-	-	-	-	52,133	20,000	261%
Sub Total			160,209	86,788	89,268	92,956	95,329	253,622	135,168	-	-	-	-	-	913,340	1,266,896	72%
PUBLIC SAFETY INTERGOVERNMENT																	
302403 FIRE TRAINING REIMBURSEMENT	10		-	-	-	-	-	-	13,502	-	-	-	-	-	13,502	17,000	79%
Sub Total			-	-	-	-	-	-	13,502	-	-	-	-	-	13,502	17,000	79%
PUBLIC SAFETY TRANSFER																	
303405 SCHOOL DISTRICT REIMB	10		-	250,642	-	-	-	-	-	-	-	-	-	-	250,642	42,000	597%
310010 FIRE PROGRAMS	10		80	17,312	160	180	603	160	7,475	-	-	-	-	-	25,970	496,000	5%
Sub Total			80	267,954	160	180	603	160	7,475	-	-	-	-	-	276,612	538,000	51%
PUBLIC SAFETY FINES & FEES																	
305512 FIRE & BURGLAR ALARMS	10		1,790	433	-	-	-	3,900	-	-	-	-	-	-	6,123	16,000	38%
305514 POLICE RECORDS	10		2,521	1,814	1,426	1,798	1,918	1,557	1,965	-	-	-	-	-	12,999	19,000	68%
308800 PUBLIC SAFETY LIFT ASSIST FEES	10		-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Sub Total			4,311	2,246	1,426	1,798	1,918	5,457	1,965	-	-	-	-	-	19,121	85,000	22%
PROPERTY TAX ROAD & BRIDGE																	
301102 ROAD & BRIDGE TAX	10		-	-	-	-	-	-	207,135	-	-	-	-	-	207,135	384,000	54%
Sub Total			-	-	-	-	-	-	207,135	-	-	-	-	-	207,135	384,000	54%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401 STATE ROUTE MAINTENANCE	10		34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
Sub Total			34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
303601 MFT REIMB-MSD/TRAF SIGNAL	10		36,838	24,770	48,221	31,647	47,637	30,012	50,033	-	-	-	-	-	269,157	550,000	49%
303606 WATER STREET CUTS	10		29,361	27,251	-	31,053	27,268	-	36,122	-	-	-	-	-	151,055	255,000	59%
Sub Total			66,199	52,021	48,221	62,699	74,905	30,012	86,155	-	-	-	-	-	420,213	805,000	52%
General Fund Total			6,479,130	6,309,981	6,002,627	5,803,605	7,066,238	5,834,342	12,711,098	-	-	-	-	-	50,157,021	87,437,000	57%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: July 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																	
various	COMMUNITY GRANT	16	1,148	-	-	-	10,000	-	-	-	-	-	-	-	11,148	138,000	8%
various	HOME PROGRAM	17	38,168	1,321	11,767	20,739	1,155	21,338	37,466	-	-	-	-	-	131,954	1,436,000	9%
various	CDBG	18	61,595	3,590	110,281	41,737	209	72,810	18,420	-	-	-	-	-	308,641	2,679,188	12%
various	OLDE TOWNE TIF	19	176	183	168	102	545	319	506,162	-	-	-	-	-	507,654	1,067,653	48%
various	WABASH CROSSING TIF	21	1,457	1,516	1,392	847	3,102	3,000	20,184	-	-	-	-	-	31,499	346,753	9%
various	DUATS	22	24	96,715	49	25	95	51	98,231	-	-	-	-	-	195,190	421,000	46%
various	EASTGATE TIF	23	18,909	18,929	18,927	18,866	19,346	19,092	76,608	-	-	-	-	-	190,678	379,131	50%
various	SOUTHSIDE TIF	24	133	138	127	77	296	273	49,780	-	-	-	-	-	50,824	51,103	99%
various	STATE DRUG ENFORCEMENT	25	35,126	19,977	353	12,166	399	63,383	291	-	-	-	-	-	131,695	103,500	127%
various	DUI COURT FINES	26	6,134	4,946	4,598	6,323	4,402	5,241	445	-	-	-	-	-	32,089	107,100	30%
various	POLICE PROGRAMS/LAB	27	147	139	218	78	293	482	238	-	-	-	-	-	1,594	1,800	89%
various	PINES SHOPPING CENTER TIF	28	3,158	3,163	3,159	3,129	3,242	3,173	43,103	-	-	-	-	-	62,127	114,208	54%
various	GRAND & OAKLAND TIF	29	5,895	5,906	5,897	5,840	6,060	6,085	75,793	-	-	-	-	-	111,475	205,561	54%
various	FEDERAL DRUG ENFORCEMENT	30	178	100,256	238	144	218	209	225	-	-	-	-	-	101,469	85,200	119%
various	BUILDING FUND	34	51,868	201,843	51,784	51,490	52,010	652,672	52,464	-	-	-	-	-	1,114,131	739,583	151%
various	LIBRARY OPERATIONS	35	210,557	48,941	132,834	194,372	265,207	55,084	1,853,645	-	-	-	-	-	2,760,641	5,551,754	50%
various	BAND	36	1,090	2,438	2,654	1,064	1,173	1,147	36,910	-	-	-	-	-	46,476	83,040	56%
various	FOREIGN FIRE INSURANCE	37	269	247	248	248	343	305	276	-	-	-	-	-	1,936	185,550	1%
various	PEG PROJECTS	40	2,419	11,459	81	48	13,408	143	2,242	-	-	-	-	-	29,801	68,543	43%
various	LOCAL STREETS & ROADS	42	154,526	143,323	138,563	150,445	147,736	164,477	169,309	-	-	-	-	-	1,068,380	1,840,000	58%
various	2018 PROJECT FUND	44	410	299	158	95	1,398	-	-	-	-	-	-	-	2,359	770	306%
various	CAPITAL STREET PROJECTS	45	31	356,191	38	18	77,239	87	40	-	-	-	-	-	433,643	3,330,000	13%
various	MFT PROJECTS	46	279,706	225,330	257,856	221,982	264,101	270,145	272,311	-	-	-	-	-	1,791,431	4,381,500	41%
various	DEBT SERVICE	50	18,006	1,834,573	18,340	17,857	20,003	19,551	357,017	-	-	-	-	-	2,285,347	2,669,449	86%
various	LIBRARY CAPITAL	58	763	741	681	414	1,359	1,528	1,276	-	-	-	-	-	6,762	950,700	1%
various	LIBRARY TRUST FUNDS	59	376	119	407	193	505	111	1,065	-	-	-	-	-	2,776	9,000	31%
various	FLEET MAINTENANCE	60	291,784	276,599	286,437	267,139	272,986	220,805	309,944	-	-	-	-	-	1,925,694	3,246,884	59%
various	EQUIPMENT REPLACEMENT	61	(678)	20,911	(829)	2,054,081	12,463	1,446	976,055	-	-	-	-	-	3,063,448	4,250,500	72%
various	RISK MANAGEMENT	64	339,848	340,190	351,294	339,147	343,672	343,590	342,999	-	-	-	-	-	2,400,739	4,059,600	59%
various	EMPLOYEE BENEFIT	65	897,060	956,986	1,303,554	907,427	943,500	953,173	925,670	-	-	-	-	-	6,887,370	13,316,273	52%
various	PUBLIC TRANSIT	70	2,364,699	67,739	1,029,465	79,087	1,050,822	591,545	2,919,592	-	-	-	-	-	8,102,949	17,973,575	45%
various	FIBER OPTICS	77	7,735	383,744	7,429	1,952	104,525	8,358	6,108	-	-	-	-	-	519,849	500,550	104%
various	STORMWATER PROJECTS	78	129,878	224,633	131,518	149,011	181,133	122,370	128,610	-	-	-	-	-	1,067,153	1,928,969	55%
various	SEWER PROJECTS	79	642,339	628,425	682,108	576,550	316,822	1,004,083	651,652	-	-	-	-	-	4,501,980	7,018,000	64%
various	WATER	80	2,640,715	2,699,728	2,612,198	2,645,190	2,849,636	2,864,654	3,109,016	-	-	-	-	-	19,421,137	33,408,669	58%
various	WATER CAPITAL	81	11,919	351,006	10,376	1,016,121	24,906	36,666	2,018,268	-	-	-	-	-	3,469,262	5,500,000	63%
various	DCDF	82	1,518	1,524	1,548	1,556	1,649	1,641	1,647	-	-	-	-	-	11,082	18,000	62%
various	COMMUNITY REVITALIZATION	84	11,676	12,319	9,473	5,763	15,950	17,241	13,280	-	-	-	-	-	85,701	1,073,420	8%
various	GRANTS	85	116	121	494,025	268	407	324	285	-	-	-	-	-	495,547	6,100,000	8%
various	RECYCLING	88	56,771	53,264	68,224	55,736	67,575	45,240	67,562	-	-	-	-	-	414,373	725,000	57%
various	WATER BOND FUND	89	40,532	20,046	59,380	72,802	94,476	71,845	117,355	-	-	-	-	-	476,434	-	-
various	FIRE PENSION	90	(2,153,754)	5,022,249	(2,137,029)	1,941,522	1,066,487	(912,280)	3,306,422	-	-	-	-	-	6,133,616	9,850,556	62%
various	POLICE PENSION	91	(1,985,934)	5,960,004	(2,347,416)	1,760,863	1,227,353	(1,288,247)	6,752,955	-	-	-	-	-	10,079,578	13,410,684	75%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total Revenues			10,667,622	26,411,753	9,325,199	18,426,118	16,534,445	11,277,500	38,032,017	-	-	-	-	-	130,624,653	236,763,766	55%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

home

Net Assessed Value \$: 946,457,554 certified
City Tax Rate: 1.61902% certified

Assessed Value Year
Pay Year

2022
2023
Final

note	Tax Levy Item	Fund	Net Assessed Value	input	input	input	Billed
				Tax Rate	Tax Levy \$ Amount	Extension \$ Amount	
			certified	certified	ordinance	certified	certified
	General Obligation Bond Debt	50	946,457,554	0.06910%	653,928.00	654,002.20	654,002.20
	General Purpose	10	946,457,554	0.00000%	-	-	-
	Fire Pension	10	946,457,554	0.64451%	6,100,000.00	6,100,013.88	6,100,013.88
	Police Pension	10	946,457,554	0.58429%	5,530,000.00	5,530,057.11	5,530,057.11
	City Library	35	946,457,554	0.31407%	2,972,500.00	2,972,539.38	2,972,539.38
	Municipal Band	36	946,457,554	0.00705%	66,700.00	66,725.26	66,725.26
	Public Transit	70					
	xxxxx	xx					
1	Total City		946,457,554	1.61902%	15,323,128.00	15,323,337.83	15,323,337.83
			ok	ok	ok	ok	ok
	TIF District (tax code district)		AV Increment Value	Tax Rate	AV Increment \$ Amount	Extension \$ Amount	Billed \$ Amount
			certified	certified		certified	certified
	ZTF3 Pines TIF (4062)	28	781,248	10.22725%	79,900.19	79,900.19	79,900.19
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	10.22725%	1,158,421.48	1,158,424.28	1,158,424.28
	ZTF6 Near North TIF (4455)	21	3,531,077	10.22725%	361,132.07	361,132.88	361,132.88
	ZTF8 Eastgate TIF (9543)	23	1,684,970	9.50894%	160,222.79	160,222.88	160,222.88
	ZTF0 Grand & Oakland (4062)	29	1,361,874	10.22725%	139,282.26	139,282.27	139,282.27
	ZTFA SS Redevelopment (xxxx)	24	517,439	10.14981%	52,519.08	52,519.08	52,519.08
	xxxxx	xx	-	0.00000%	-	-	-
2	Redevelopment TIF		19,203,421		1,951,477.87	1,951,481.58	1,951,481.58
			ok		ok	ok	ok
	Total Property Tax Levy				17,274,605.87	17,274,819.41	17,274,819.41

3

Note(s)

- 1 Data per City of Decatur 2022 Tax Levy - certification and extension dated May 1, 2023 certified May 1, 2023
- 2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May 1, 2023
- 3 Data per Macon County - Tax Codes and Districts Catalog 2022, certification and extension dated May 9, 2023

Prepared By:
Office of the City Treasurer

home

2022
2023
In Process

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

July 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,791	13,296	4,199	3,172	2,826	2,905	2,820	-	-	-	-	-	32,011	64,463	64,463	50%
015	EXECUTIVE	10	72,183	54,152	82,419	58,666	57,216	58,347	56,757	-	-	-	-	-	439,741	770,672	770,672	57%
016	HUMAN RESOURCES	10	45,270	45,750	69,813	48,608	47,700	52,816	51,027	-	-	-	-	-	360,984	623,556	623,556	58%
017	INFORMATION TECHNOLOGIES	10	109,915	128,607	134,022	334,398	135,244	307,715	188,160	-	-	-	-	-	1,338,061	2,052,613	2,052,613	65%
018	DATA & COMMUNICATIONS	10	22,224	38,806	38,201	24,451	23,618	24,093	35,984	-	-	-	-	-	207,377	526,284	526,284	39%
020	LEGAL	10	103,406	76,105	99,237	66,262	77,676	59,913	67,567	-	-	-	-	-	550,168	1,014,417	1,114,417	49%
035	FINANCE	10	127,595	113,476	165,517	115,319	188,014	128,493	139,595	-	-	-	-	-	978,010	1,764,361	1,914,361	51%
037	PURCHASING	10	16,202	16,561	33,737	17,296	15,221	14,997	14,757	-	-	-	-	-	128,771	214,114	214,114	60%
038	CIVIC CENTER	10	54,216	17,185	50,719	(165)	53,460	33,951	62,809	-	-	-	-	-	272,176	558,760	558,760	49%
039	CITY GENERAL ADMINISTRATIVE	10	648,568	2,481,673	58,204	2,067,500	178,814	124,534	1,190,589	-	-	-	-	-	6,749,881	11,106,750	11,081,750	61%
040	CENTRAL BUSINESS DISTRICT	10	2,291	3,136	74,338	26,756	47,788	41,448	37,317	-	-	-	-	-	233,073	407,500	407,500	57%
Sub Total			1,204,660	2,988,748	810,406	2,762,264	827,578	849,212	1,847,382	-	-	-	-	-	11,290,251	19,103,490	19,328,490	58%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,529	56,989	92,826	41,240	44,304	36,848	47,508	-	-	-	-	-	363,244	682,245	682,245	53%
052	BUILDING INSPECTIONS	10	61,371	62,316	96,606	66,736	66,454	64,072	66,252	-	-	-	-	-	483,807	830,764	830,764	58%
053	NEIGHBORHOOD INSPECTIONS	10	69,650	73,744	105,330	139,537	144,828	183,570	154,087	-	-	-	-	-	870,748	1,666,078	1,666,078	52%
054	REVITALIZATION & HOUSING	10	44,282	45,288	68,294	44,845	44,391	40,968	39,316	-	-	-	-	-	327,384	734,545	734,545	45%
055	ECONOMIC DEVELOPMENT	10	70,000	3,100	53	-	-	84,356	-	-	-	-	-	-	157,509	373,907	373,907	42%
Sub Total			288,832	241,438	363,109	292,358	299,977	409,815	307,163	-	-	-	-	-	2,202,692	4,287,539	4,287,539	51%
Public Safety																		
065	POLICE	10	2,458,290	1,864,157	2,608,030	2,162,887	1,860,826	1,918,825	5,022,879	-	-	-	-	-	17,895,893	32,097,738	32,562,738	55%
070	FIRE	10	1,192,135	1,097,502	1,607,985	1,200,791	1,192,950	1,142,877	4,337,780	-	-	-	-	-	11,772,021	22,735,698	22,735,698	52%
Sub Total			3,650,425	2,961,659	4,216,015	3,363,677	3,053,776	3,061,703	9,360,658	-	-	-	-	-	29,667,913	54,833,436	55,298,436	54%
Public Works																		
080	PUBLIC WORKS ADMIN	10	26,750	26,309	36,941	29,930	28,435	30,838	31,563	-	-	-	-	-	210,765	531,699	531,699	40%
082	ENGINEERING	10	91,327	86,040	138,130	97,069	105,872	102,591	118,313	-	-	-	-	-	739,341	1,408,068	1,408,068	53%
083	MUNICIPAL SERVICES	10	416,508	385,976	476,287	363,055	369,834	373,065	410,638	-	-	-	-	-	2,795,362	5,260,111	5,260,111	53%
084	STREETS	10	103,032	89,136	93,798	105,060	102,186	91,147	102,648	-	-	-	-	-	687,008	1,262,881	1,262,881	54%
086	TRAFFIC & PARKING	10	111,345	109,397	127,913	150,915	122,905	102,401	132,760	-	-	-	-	-	857,636	1,361,493	1,361,493	63%
088	LAND & BUILDING MGMT	10	41,613	37,966	85,883	51,091	44,996	59,159	55,652	-	-	-	-	-	376,361	813,283	813,283	46%
Sub Total			790,575	734,823	958,951	797,120	774,228	759,201	851,575	-	-	-	-	-	5,666,473	10,637,535	10,637,535	53%
General Fund Expenditure Total			5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	12,366,778	-	-	-	-	-	48,827,329	88,862,000	89,552,000	55%
Community & Economic Development																		
16	COMMUNITY GRANT	16	266	-	249	40,000	-	-	1,190	-	-	-	-	-	41,705	138,000	138,000	30%
17	HOME PROGRAM	17	36,977	5,936	4,956	19,845	17,561	19,877	19,155	-	-	-	-	-	124,307	1,225,875	1,225,875	10%
18	CDBG PROGRAM	18	64,159	46,478	66,835	39,300	39,816	36,744	19,545	-	-	-	-	-	312,877	2,666,797	2,666,797	12%
22	DUATS	22	9,699	42,943	23,115	503	10,728	22,101	47,676	-	-	-	-	-	156,764	421,000	421,000	37%
70	PUBLIC TRANSIT	70	645,842	785,791	844,929	784,251	774,853	901,525	786,074	-	-	-	-	-	5,523,266	17,446,823	17,446,823	32%
82	DCDF	82	631	11	2,776	79	9	3,198	91	-	-	-	-	-	6,794	174,700	174,700	4%
84	COMMUNITY REVITALIZATION	84	144,968	335,511	592,508	514,927	223,999	304,661	1,270,693	-	-	-	-	-	3,387,267	9,550,000	9,385,000	36%
88	RECYCLING	88	78,363	44,709	75,767	71,368	91,137	45,118	95,199	-	-	-	-	-	501,662	592,185	592,185	85%
Sub Total			980,906	1,261,379	1,611,133	1,470,273	1,158,104	1,333,225	2,239,623	-	-	-	-	-	10,054,643	32,215,380	32,050,380	31%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	59,437	-	-	-	-	-	-	59,437	1,078,386	1,078,386	6%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	346,753	346,753	0%
23	EASTGATE TIF	23	-	-	-	-	-	111,098	-	-	-	-	-	-	111,098	350,000	350,000	32%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	113,760	-	-	-	-	-	-	113,760	110,000	110,000	103%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	205,561	205,561	0%
Sub Total			-	-	-	-	-	284,295	-	-	-	-	-	-	284,295	2,141,803	2,141,803	13%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

July 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,842	11,200	-	318	10,245	125	10,889						35,619	100,000	100,000	36%
26	DUI COURT FINES	26	456	1,497	1,682	2,744	177	12,550	19,775						38,881	104,000	104,000	37%
27	POLICE PROGRAMS/LAB	27	-	-	-	-		1,821	578						2,399	25,000	25,000	10%
30	FEDERAL DRUG ENFORCEMENT	30	-	-	2,100	756		1,010	16,886						20,752	85,000	85,000	24%
37	FOREIGN FIRE INSURANCE	37	17,435	26,191	29,146	13,558	7,517	38,111	4,464						136,420	185,550	185,550	74%
Sub Total			20,733	38,887	32,928	17,376	17,938	53,617	52,592	-	-	-	-	-	234,072	499,550	499,550	47%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	74,287	-	-	-	-	-	-	1,386,656	2,707,230	2,707,230	51%
Sub Total			-	1,312,369	-	-	-	74,287	-	-	-	-	-	-	1,386,656	2,707,230	2,707,230	51%
Public Works																		
42	LOCAL MFT PROJECTS	42	523	558,482	-	34,660	-	65,147	4,998	-	-	-	-	-	663,810	3,179,971	3,179,971	21%
44	2018 PROJECT FUND	44	-	341,222	-	7,364	8,758	381,616	11,662	-	-	-	-	-	750,622	900,000	900,000	83%
45	CAPITAL PROJECTS	45	33,751	323,737	4,630	23,169	25,867	33,131	25,121	-	-	-	-	-	469,407	3,330,000	3,330,000	14%
46	STATE MFT PROJECTS	46	348,449	33,433	339,760	31,647	57,667	1,026,914	49,920	-	-	-	-	-	1,887,790	5,943,154	5,943,154	32%
60	FLEET OPERATIONS	60	169,124	238,868	222,260	199,783	228,361	222,571	193,308	-	-	-	-	-	1,474,275	3,117,421	3,117,421	47%
61	EQUIPMENT REPLACEMENT	61	115,475	282,130	318,201	933,744	249,819	227,926	91,985	-	-	-	-	-	2,219,280	5,252,000	5,252,000	42%
78	STORM WATER PROJECTS	78	84,904	66,121	135,294	108,083	202,229	113,539	115,478	-	-	-	-	-	825,649	3,092,392	3,092,392	27%
79	SEWER PROJECTS	79	974,785	649,208	735,395	597,707	208,989	351,732	374,062	-	-	-	-	-	3,891,878	14,452,128	14,452,128	27%
Sub Total			1,727,011	2,493,202	1,755,540	1,936,157	981,690	2,422,576	866,534	-	-	-	-	-	12,182,710	39,267,066	39,267,066	31%
Library																		
35	LIBRARY OPERATIONS	35	316,724	319,475	441,279	306,999	310,813	344,146	355,444	-	-	-	-	-	2,394,881	5,518,850	5,518,850	43%
58	LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	-	-	-	-	-	141,480	1,250,000	1,250,000	11%
59	LIBRARY TRUST FUNDS	59	1,206	269	744	2,183	1,378	1,446	6,610	-	-	-	-	-	13,835	120,000	120,000	12%
Sub Total			459,410	319,744	442,023	309,182	312,191	345,592	362,054	-	-	-	-	-	2,550,196	6,888,850	6,888,850	37%
Internal Service and Other																		
34	BUILDING FUND	34	71,840	171,036	250,492	163,885	70,923	89,668	322,199	-	-	-	-	-	1,140,043	871,923	871,923	131%
36	BAND	36	2,048	636	217	1,847	216	21,983	29,747	-	-	-	-	-	56,695	82,102	82,102	69%
40	PEG CAPITAL PROGRAMMING	40	2,686	8,790	2,190	3,681	2,190	50,593	22,430	-	-	-	-	-	92,559	88,963	88,963	104%
64	RISK MANAGEMENT	64	288,302	36,614	232,845	257,661	57,062	37,628	294,865	-	-	-	-	-	1,204,976	3,958,988	3,958,988	30%
65	BENEFIT INSURANCE	65	1,129,636	1,132,736	1,010,939	1,305,627	1,112,694	969,727	1,189,002	-	-	-	-	-	7,850,360	14,028,689	14,028,689	56%
77	FIBER OPTICS	77	(72,580)	57,150	8,998	(2,568)	9,142	(57,957)	3,420	-	-	-	-	-	(54,394)	1,306,920	1,306,920	-4%
85	GRANT FUND	85	-	-	11,385	-	-	218,629	-	-	-	-	-	-	230,014	6,000,000	6,000,000	4%
99	AMERICAN RESCUE PLAN	99	68,967	1,846	5,108	6,113	20,866	644,778	14,542	-	-	-	-	-	762,220	1,509,300	1,509,300	51%
Sub Total			1,490,899	1,408,808	1,522,174	1,736,245	1,273,093	1,975,049	1,876,205	-	-	-	-	-	11,282,472	27,846,885	27,846,885	41%
Water Utility																		
80	WATER UTILITY	80	1,308,406	10,216,812	1,543,642	1,230,214	1,335,047	1,736,856	3,524,547	-	-	-	-	-	20,895,524	32,777,472	32,777,472	64%
81	WATER CAPITAL	81	1,575,887	1,466,826	1,254,073	680,383	1,555,509	846,325	592,691	-	-	-	-	-	7,971,693	7,415,160	7,415,160	108%
89	2022 BOND FUND	89	55,798	-	367,487	1,200	209,137	143,000	144,222	-	-	-	-	-	920,844	14,279,569	14,279,569	6%
Sub Total			2,940,091	11,683,638	3,165,202	1,911,797	3,099,693	2,726,181	4,261,460	-	-	-	-	-	29,788,062	54,472,201	54,472,201	55%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	817,419	796,726	804,855	828,219	808,736	800,474	805,008	-	-	-	-	-	5,661,437	9,610,877	9,610,877	59%
91	POLICE PENSION	91	921,553	976,696	951,135	974,776	1,059,853	950,025	957,006	-	-	-	-	-	6,791,043	10,021,643	10,021,643	68%
Sub Total			1,738,973	1,773,422	1,755,989	1,802,995	1,868,589	1,750,499	1,762,014	-	-	-	-	-	12,452,479	19,632,520	19,632,520	63%
Grand Total Expenditures			15,292,514	27,218,116	16,633,471	16,399,445	13,666,855	16,045,252	23,787,260	-	-	-	-	-	129,042,914	274,533,485	275,058,485	47%

City of Decatur

Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

home	US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year
Revenue						
Water Sales		3,022,893	2,830,631	192,262	2,785,495	237,397
UCS Billing Reimb		11,905	13,722	(1,817)	13,069	(1,164)
Tapping Fees		4,375	714	3,661	875	3,500
Lake Lic. / Permits		10,672	14,710	(4,038)	14,488	(3,816)
Interest/Investment Income		11,227	-	11,227	-	11,227
Other Income		47,944	41,867	6,077	44,376	3,568
Total Revenue		3,109,016	2,901,644	207,372	2,858,304	250,712
Cost of Service						
801 Water Production		665,078	473,188	191,890	476,963	188,115
804 Water Services		258,780	245,854	12,925	225,485	33,295
Total Cost of Service		923,857	719,042	204,815	702,447	221,410
% of Revenue		29.7%	24.8%		24.6%	
Water Gross Margin		2,185,158	2,182,601	2,557	2,155,856	29,302
% of Revenue		70.3%	75.2%		75.4%	
Operating Expense						
802 Lake Management		172,877	186,696	(13,819)	120,131	52,746
803 Water Administration		345,553	410,889	(65,336)	364,839	(19,286)
805 Customer Service		82,259	90,039	(7,779)	77,662	4,597
Total Operating Expense		600,690	687,624	(86,934)	562,633	38,057
% of Revenue		19.3%	23.7%		19.7%	
Margin Before Debt Service		1,584,468	1,494,978	89,491	1,593,223	(8,755)
% of Revenue		51.0%	51.5%		55.7%	
Debt Service						
808 GO Bond Debt		-	-	-	-	-
809 IEPA - Nitrate Facility		-	-	-	-	-
80B IEPA - Water Tower		-	180,841	(180,841)	180,840	(180,840)
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service		-	180,841	(180,841)	180,840	(180,840)
% of Revenue		0.0%	6.2%		6.3%	
Operating Income		1,584,468	1,314,137	270,331	1,412,383	172,085
% of Revenue		51.0%	45.3%		49.4%	
Transfer to Capital						
CapEx Funding		2,000,000	2,000,000	-	2,000,000	-
Income after Capital Transfer		(415,532)	(685,863)	270,331	(587,617)	172,085
% of Revenue		-13.4%	-23.6%		-20.6%	

Balance Sheet Items (Operating Fund)

Cash	8,056,474		7,692,318	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	8,056,474		7,692,318	
Accounts Receivable	2,884,555		4,893,500	

Prepared By:

Office of the City Treasurer

Month of:

July 2023

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
18,698,476	18,157,292	541,184	17,867,765	830,711
83,335	96,057	(12,722)	91,483	(8,148)
16,625	13,696	2,929	16,785	(160)
232,426	233,453	(1,027)	227,009	5,417
51,904	660	51,244	1,168	50,736
338,371	308,636	29,735	959,737	(621,365)
19,421,137	18,809,793	611,344	19,163,947	257,190
3,803,392	3,131,323	672,070	3,131,289	672,103
1,945,582	2,082,691	(137,109)	1,906,656	38,926
5,748,974	5,214,013	534,961	5,037,945	711,029
29.6%	27.7%		26.3%	
13,672,163	13,595,780	76,383	14,126,001	(453,838)
70.4%	72.3%		73.7%	
809,436	1,066,672	(257,236)	675,573	133,863
2,428,683	2,890,090	(461,406)	4,559,582	(2,130,898)
554,729	609,929	(55,200)	523,692	31,037
3,792,848	4,566,690	(773,842)	5,758,847	(1,965,998)
19.5%	24.3%		30.1%	
9,879,315	9,029,089	850,225	8,367,155	1,512,160
50.9%	48.0%		43.7%	
8,194,123	6,802,867	1,391,256	6,914,194	1,279,929
-	122,800	(122,800)	122,211	(122,211)
361,681	361,681	(0)	361,681	-
797,898	805,969	(8,071)	778,295	19,602
9,353,701	8,093,318	1,260,384	8,176,382	1,177,320
48.2%	43.0%		42.7%	
525,613	935,772	(410,159)	190,773	334,840
2.7%	5.0%		1.0%	
2,000,000	2,000,000	-	-	2,000,000
(1,474,387)	(1,064,228)	(410,159)	190,773	(1,665,160)
-7.6%	-5.7%		1.0%	

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense
[home](#)

Month of: **July 2023**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	2,000,000	2,000,000	2,000,000	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	1,000,000	-	1,000,000	1,000,000	Actual ADM cost share
Grants	-	65,246	21,475	43,772	200,000	
Other	18,268	404,016	2,300,000	(1,895,984)	2,300,000	Other Transfers
Total Revenue	2,018,268	3,469,262	4,321,475	(852,212)	5,500,000	
CapEx Project Spending						
Operating CapEx	-	-	-	-	-	81808112 423700
Software	4,998	4,998	-	4,998	-	81808118 424700
Professional Services	6,977	33,128	204,880	(171,753)	275,000	81808118 428000
Automotive Equipment	-	280,775	462,119	(181,343)	915,000	81808118 451000
Other Equipment	-	-	-	-	335,000	81808118 452000
System leak detection	-	-	-	-	34,848	81808118 486300
Water Main Replacement	137,883	1,602,171	538,739	1,063,432	2,325,318	81808118 488800
Water System Improvements	-	-	173,333	(173,333)	173,333	81808118 497000
SWTP Improvements	372,076	5,345,990	130,829	5,215,161	356,370	81808118 499200
Lake cap operating	44,468	425,373	934,157	(508,784)	1,705,192	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lakefront Development	-	2,147	-	-	30,000	81808128 485660
Lake cap additional water	26,290	277,112	87,748	189,364	1,165,099	81808128 488900
Water Distribution System	-	-	-	-	-	
Total CapEx Spending	592,691	7,971,693	2,531,804	5,437,742	7,415,160	
Surplus (Deficit)	1,425,577	(4,502,431)	1,789,670		(1,915,160)	

Capital Fund Cash Position

Cash Position Start of Month	43,416	
Cash Position Close of Month	1,468,993	
Interfund AR	481,816	Due to Water Capital fund from Capital Fund 45

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

home

Change the formulas in row "R" for the current month!

July 2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	26,045	24,570	29,767	23,486	27,914	27,623	24,806						184,211	
Industrial	30	30	30	30	30	30	30						210	
Commercial	2,641	2,459	2,980	2,327	2,848	2,736	2,543						18,534	
Total	28,716	27,059	32,777	25,843	30,792	30,389	27,379	-	-	-	-	-	202,955	98.8%
Delinquent Bills														
Residential	7,399	6,442	7,849	7,420	8,071	8,394	7,378						52,953	
Industrial	-	-	1	-	-	-	3						4	
Commercial	452	365	417	446	447	474	435						3,036	
Total	7,851	6,807	8,267	7,866	8,518	8,868	7,816	-	-	-	-	-	55,993	102.3%
Total Bill Count	36,567	33,866	41,044	33,709	39,310	39,257	35,195	-	-	-	-	-	258,948	99.5%
Cubit Feet Consumption Billed														
Residential	11,188,618	10,200,018	11,181,561	10,418,156	11,691,023	14,090,814	12,819,382						81,589,572	102.8%
Industrial	41,752,330	45,530,232	39,297,719	42,569,239	40,161,288	41,341,662	42,100,688						292,753,158	97.3%
Commercial	9,746,511	9,514,979	9,438,037	9,121,604	10,934,865	12,302,835	13,623,710						74,682,541	102.3%
Total	62,687,459	65,245,229	59,917,317	62,108,999	62,787,176	67,735,311	68,543,780	-	-	-	-	-	449,025,271	99.1%
Water Shut Offs														
Customer Service Telephone Calls	397	578	624	533	634	650	634						4,050	95.4%
	4,761	4,507	5,297	5,109	5,247	5,019	4,899						34,839	103.4%
Water Billed \$														
Residential	713,684	655,213	734,445	639,338	761,753	917,354	836,069						\$ 5,257,855	105.2%
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778	1,247,274	1,268,502						\$ 8,447,146	101.9%
Commercial	531,637	512,087	538,180	495,811	600,355	669,731	703,521						\$ 4,051,322	105.9%
Total	\$ 2,426,292	\$ 2,441,732	\$ 2,393,604	\$ 2,340,358	\$ 2,511,886	\$ 2,834,359	\$ 2,808,092						\$ 17,756,323	103.8%
Penalty \$	\$ 12,708	\$ 12,183	\$ 28,499	\$ 12,293	\$ 13,795	\$ 15,286	\$ 16,697						\$ 111,461	85.5%
Total Billed	\$ 2,439,000	\$ 2,453,914	\$ 2,422,104	\$ 2,352,652	\$ 2,525,681	\$ 2,849,644	\$ 2,824,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,867,784	103.6%
Raw Water Gallonage Billed														
Gallons (000)	417,880	430,520	384,500	411,830	424,110	451,820	486,370						3,007,030	136.9%
\$ Billed	130,629	134,580	120,195	128,738	132,577	149,733	161,183						\$ 957,635	142.9%
Water Billed vs Cash Receipts														
Billed \$	2,426,292	2,588,495	2,542,298	2,481,390	2,658,258	2,999,378	2,985,971						\$ 18,682,082	104.9%
Cash Revenue \$	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707	2,751,289	3,022,893						\$ 18,698,476	99.7%
% Cash to Billed	108%	101%	101%	98%	101%	92%	101%	-	-	-	-	-	100.1%	
Prior Year 2022														
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535	
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014	
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909	100.4%
Delinquent Bills														
Residential	7,699	6,189	8,220	7,620	7,117	7,729	7,257	8,562	7,450	7,173	5,802	7,613	88,431	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	389	373	383	410	414	487	424	521	379	397	355	439	4,971	
Total	8,089	6,563	8,603	8,032	7,531	8,216	7,681	9,083	7,829	7,570	6,157	8,052	93,406	162.1%
Total Bill Count	37,925	33,696	41,536	35,915	36,603	38,149	36,402	39,418	36,519	36,104	33,997	39,051	445,315	109.1%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,282,443	11,409,142	9,982,145	10,705,055	12,338,176	13,438,177	13,110,299	11,769,566	11,004,884	10,401,384	11,352,187	136,977,986	97.5%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358	101.0%
Commercial	9,930,161	9,606,508	9,610,928	9,625,113	9,647,732	11,450,965	13,138,686	14,551,851	13,079,787	11,705,659	10,419,866	10,060,763	132,828,019	100.4%
Total	62,585,516	64,473,843	60,039,873	63,252,759	61,092,742	69,932,335	71,704,549	75,732,208	72,433,941	67,644,606	63,895,715	63,727,276	796,515,363	100.3%
Water Shut Offs														
Customer Service Telephone Calls	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575	109.0%
Water Billed \$														
Residential	703,333	643,773	727,048	637,301	681,642	780,110	823,756	820,740	742,358	704,837	670,574	736,125	\$ 8,671,598	100.9%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	\$ 14,593,326	103.2%
Commercial	525,898	496,750	526,010	508,700	519,399	602,026	647,131	703,415	649,857	600,205	548,219	554,569	\$ 6,882,179	104.6%
Total	\$ 2,361,409	\$ 2,343,317	\$ 2,325,396	\$ 2,330,641	\$ 2,317,643	\$ 2,679,143	\$ 2,752,018	\$ 2,847,073	\$ 2,730,359	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,147,103	102.8%
Penalty \$	\$ 28,636	\$ 1,256	\$ 14,002	\$ 44,879	\$ 12,766	\$ 14,478	\$ 18,681	\$ 18,681	\$ 7,829				\$ 156,935	148.5%
Total Billed	\$ 2,390,046	\$ 2,344,573	\$ 2,339,398	\$ 2,375,521	\$ 2,330,409	\$ 2,693,620	\$ 2,766,425	\$ 2,865,754	\$ 2,738,188	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,304,039	103.0%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060	111.6%
\$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	\$ 1,329,284	112.7%
Water Billed vs Cash Receipts														
Billed \$	2,361,409	2,444,983	2,429,718	2,465,169	2,419,603	2,804,939	2,876,085	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	\$ 31,567,980	103.1%
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	3,022,893	3,022,893	2,785,495	3,079,668	3,022,893	2,795,849	3,022,893	2,602,017	\$ 31,273,304	101.3%
% Cash to Billed	92%	114%	104%	99%	125%	108%	97%	104%	105%	29%	118%	99%	99.1%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: July 2023

		Current Year Staffing Levels												Prior
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yr End
Full Time Staffing														
Executive, City Clerk, Data/Comms	11	10	10	10	10	10	10	10	-	-	-	-	-	10
Finance	23	19	20	20	21	21	21	22	-	-	-	-	-	19
Human Resources	4	4	4	4	4	4	4	4	-	-	-	-	-	4
Information Technology	8	9	8	8	8	8	8	7	-	-	-	-	-	9
Corporation Counsel	7	7	7	7	7	6	7	7	-	-	-	-	-	7
Economic & Community Dev	27	26	26	26	25	24	24	24	-	-	-	-	-	27
Public Safety	270	250	247	244	246	251	250	249	-	-	-	-	-	249
Public Works	115	105	105	108	110	109	108	104	-	-	-	-	-	107
Total Full Time	465	430	427	427	431	433	432	427	-	-	-	-	-	432
Part Time Staffing														
Executive	-	-	-	-	1	2	2	3	-	-	-	-	-	-
Legislative	7	7	7	7	7	7	7	7	-	-	-	-	-	7
Finance	-	3	3	3	3	3	3	3	-	-	-	-	-	3
Human Resources	-	1	1	1	1	-	-	-	-	-	-	-	-	1
Information Technology	-	-	-	-	-	-	-	1	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	1	1	1	1	-	-	-	-	-	1
Public Safety	-	5	5	5	3	3	3	3	-	-	-	-	-	4
Public Works	-	1	1	2	3	13	13	11	-	-	-	-	-	-
Total Temporary	7	18	18	19	19	29	29	29	-	-	-	-	-	16
Total City Staff Headcount	472	448	445	446	450	462	461	456	-	-	-	-	-	448

Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: July 2023

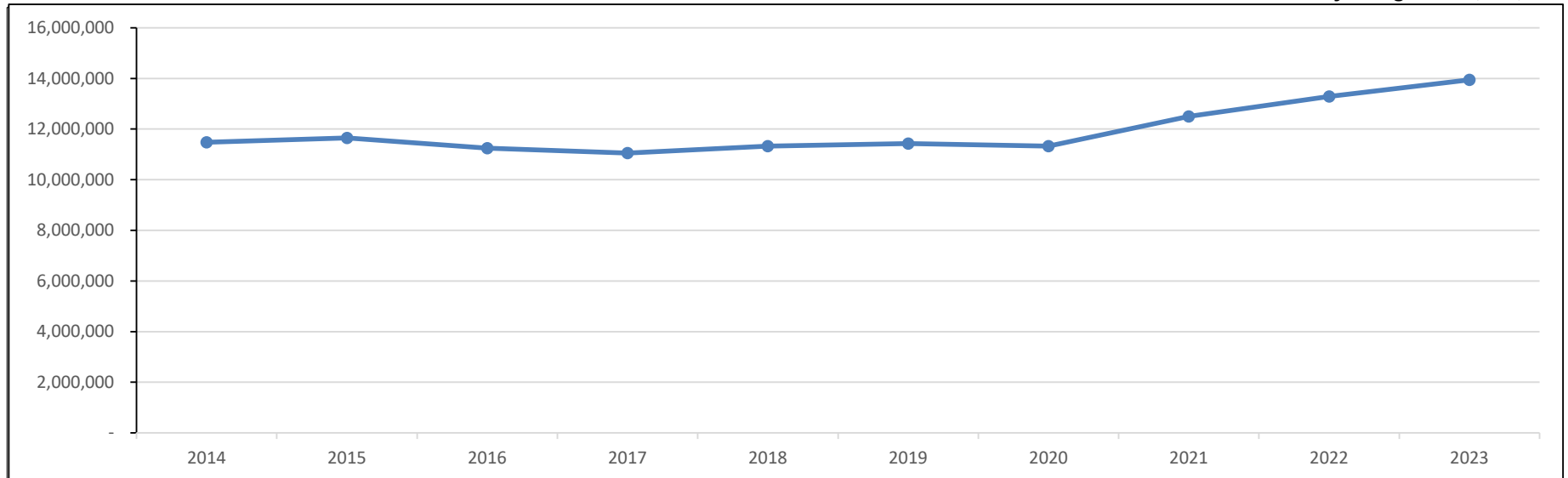
		Current Year Staffing Levels												Prior Yr End
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	7	6	6	6	6	6	7	7						5
Mass Transit & Facilities	4	4	4	4	4	4	3	3						4
Total	11	10	10	10	10	10	10	10	-	-	-	-	-	10
Finance														
Finance	14	12	12	12	13	13	13	14						12
Purchasing	2	1	2	2	2	2	2	2						1
Utility Customer Service	7	6	6	6	6	6	6	6						6
Total	23	19	20	20	21	21	21	22	-	-	-	-	-	19
Human Resources	4	4	4	4	4	4	4	4						4
Information Technology	8	9	8	8	8	8	8	7						9
Corporation Legal Counsel	7	7	7	7	7	6	7	7						7
Economic & Community Devel														
Planning, Sustainability, Admin	5	5	5	5	4	4	4	4						6
Building Inspections	7	7	7	7	7	7	7	7						7
Neighborhood Inspection	9	8	8	8	8	8	8	8						8
Neighborhood Services	6	6	6	6	6	5	5	5						6
Total	27	26	26	26	25	24	24	24	-	-	-	-	-	27
Public Safety														
Fire	109	105	105	104	103	103	102	101						106
Police	161	145	142	140	143	148	148	148						143
Total	270	250	247	244	246	251	250	249	-	-	-	-	-	249
Public Works														
PW Engineering	12	10	10	10	12	12	12	12						11
Fleet Maintenance	8	7	7	8	8	8	8	8						8
PW Municipal Services	46	44	43	45	46	45	45	44						43
PW Administration	2	2	2	2	2	2	2	2						2
Water Production (Admin)	3	2	2	2	2	2	2	2						2
Water Production (Lake)	7	6	6	6	6	6	6	6						5
Water Production South Plant	15	15	15	15	15	15	15	12						14
Water Services Distribution	22	19	20	20	19	19	18	18						22
Total	115	105	105	108	110	109	108	104	-	-	-	-	-	107
Total City Staffing	465	430	427	427	431	433	432	427	-	-	-	-	-	432
General Fund staffing	399	376	372	372	377	379	380	378	-	-	-	-	-	368
Other Fund staffing	66	54	55	55	54	54	52	49	-	-	-	-	-	55
Total staffing	465	430	427	427	431	433	432	427	-	-	-	-	-	423

Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX

[Home](#)

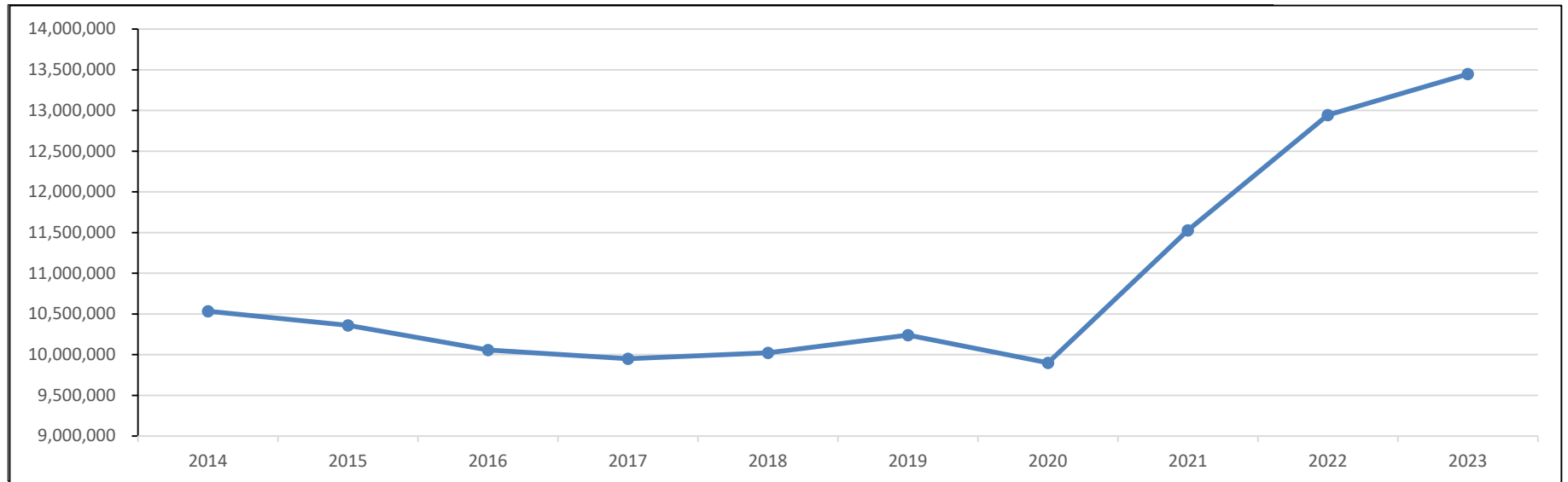
MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	A
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	A
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	A
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	A
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	A
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522	A
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092	A
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,251,908	B
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,278,894	B
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,166,981	B
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,186,478	B
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958	B
TOTALS	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	13,944,239	
									Year in Play Budget	14,061,840	



Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	A
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	A
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	A
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	A
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436	A
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989	A
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303	A
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,237,394	B
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,236,189	B
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,106,221	B
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,144,553	B
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984	B
TOTALS	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,447,022	
								Year in Play Budget		13,501,160	

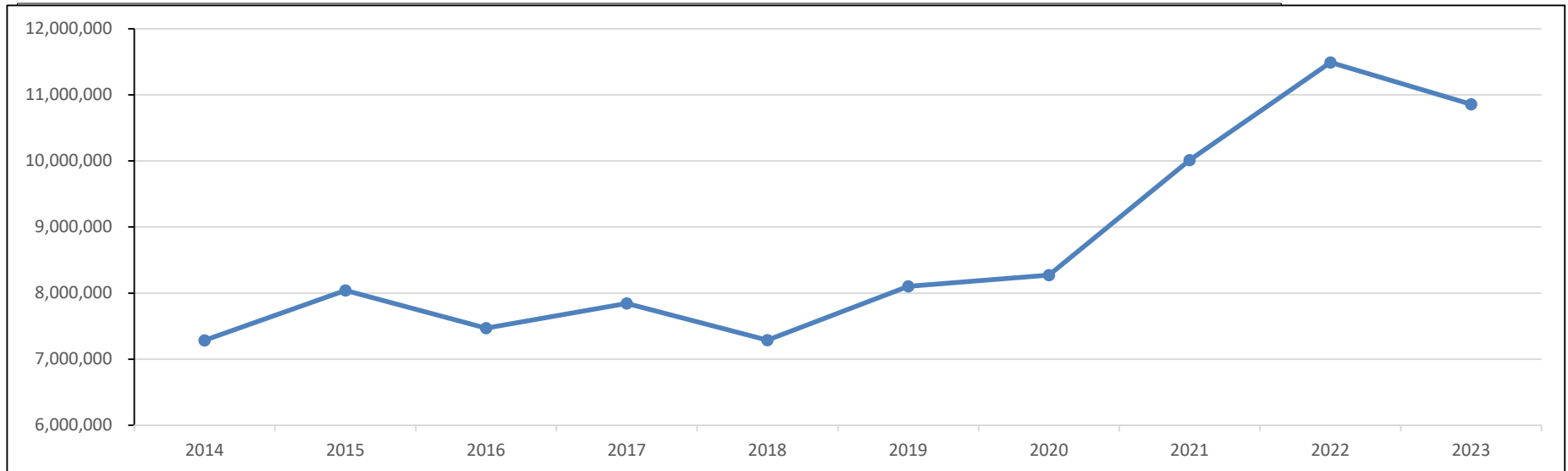


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

STATE INCOME TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	A
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	A
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	A
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	A
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	A
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466	A
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801	A
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	606,074	B
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	658,638	B
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,134,366	B
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	650,282	B
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485	B
13 ct-2 mo delay 12 ct-2 mo delay 12 ct-2 mo delay 12 ct-2 mo delay 14 ct-no delay											
TOTALS	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	10,855,774	
									Year in Play Budget	11,874,000	



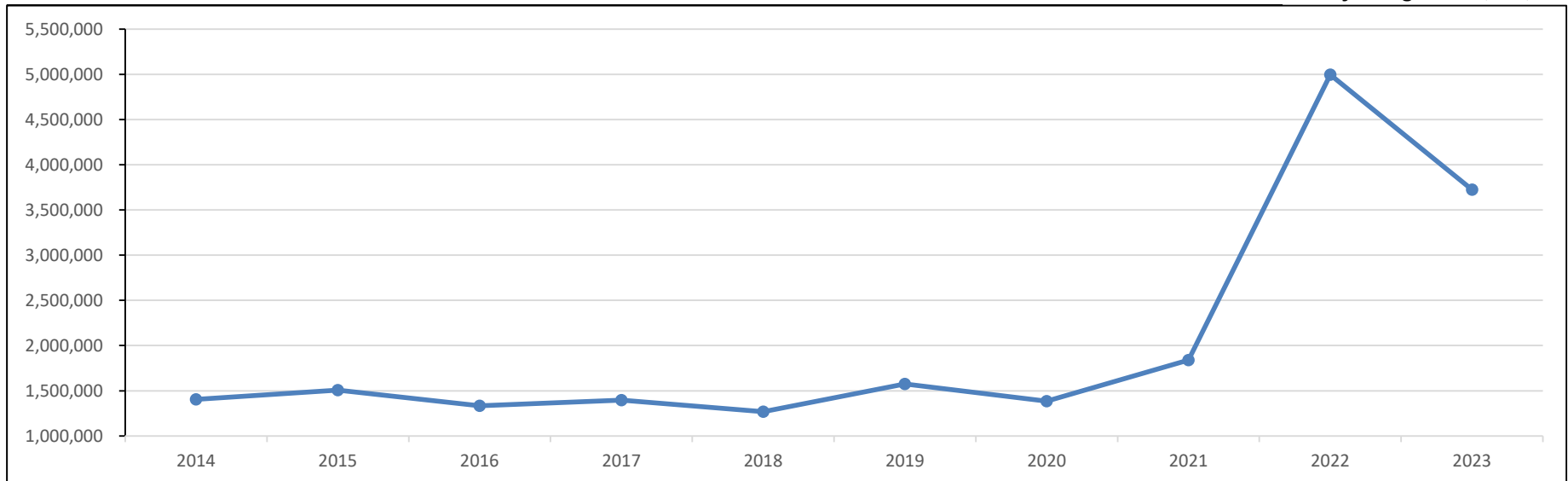
Schedule presents State LGDF distribution

State LGDF 10% distribution reduction commenced w SFY18 August 2017 distribution; distribution reduction of 5% effective for SFY19 and to present

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	A
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-	A
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	A
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	A
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	690,178	A
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	-	A
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	719,448	A
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	52,114	B
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-	B
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	517,870	B
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-	B
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	107,842	B

TOTALS	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	3,725,432
								Year in Play Budget		2,908,000

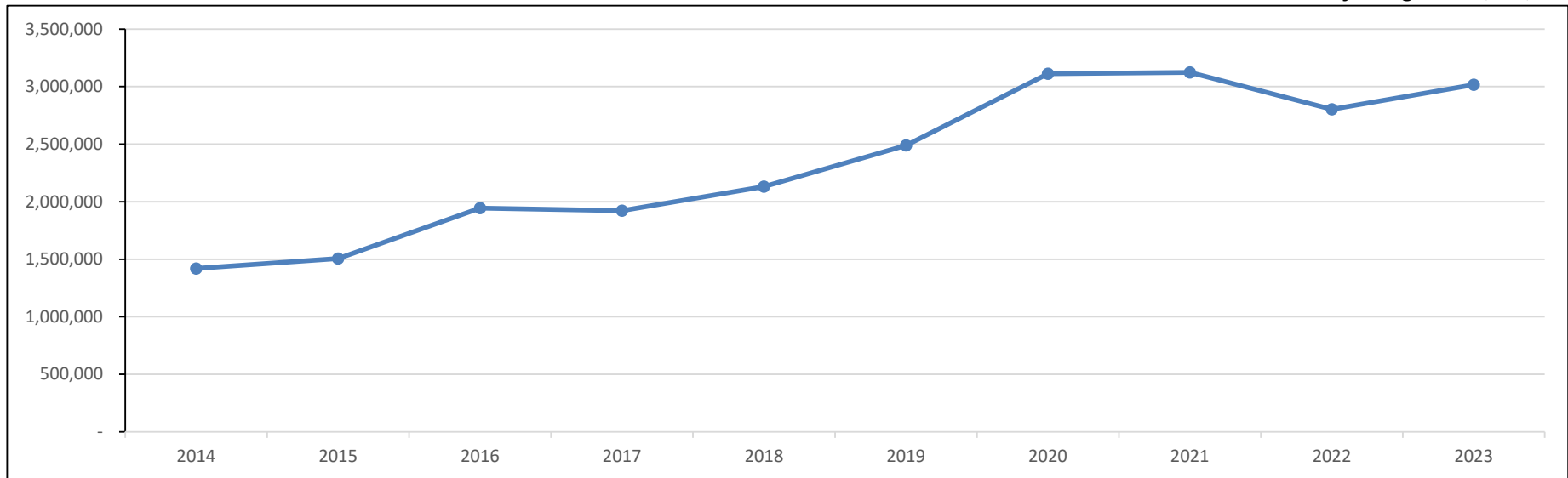


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	A
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	A
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	A
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	A
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488	A
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890	A
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	215,778	A
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	235,327	B
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	265,470	B
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	247,590	B
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	261,350	B
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619	B

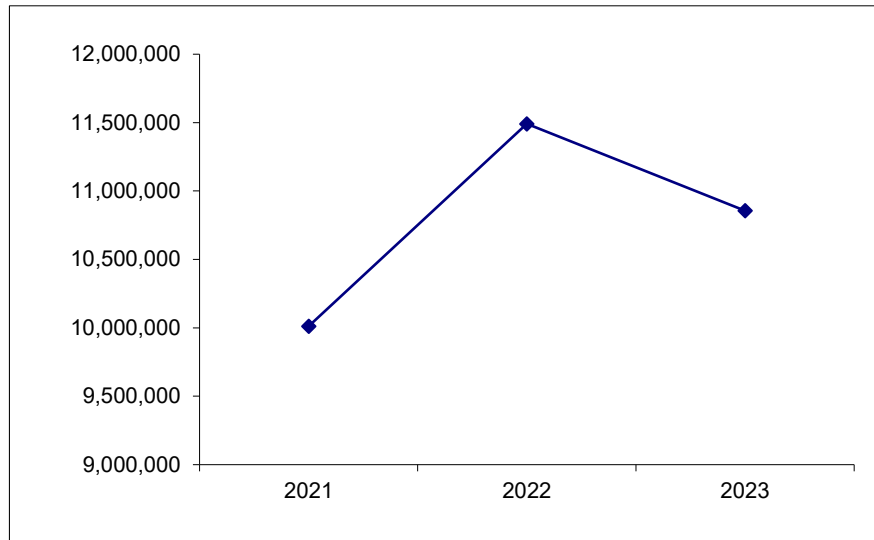
TOTALS	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	3,016,663	
								Year in Play Budget		3,020,000	



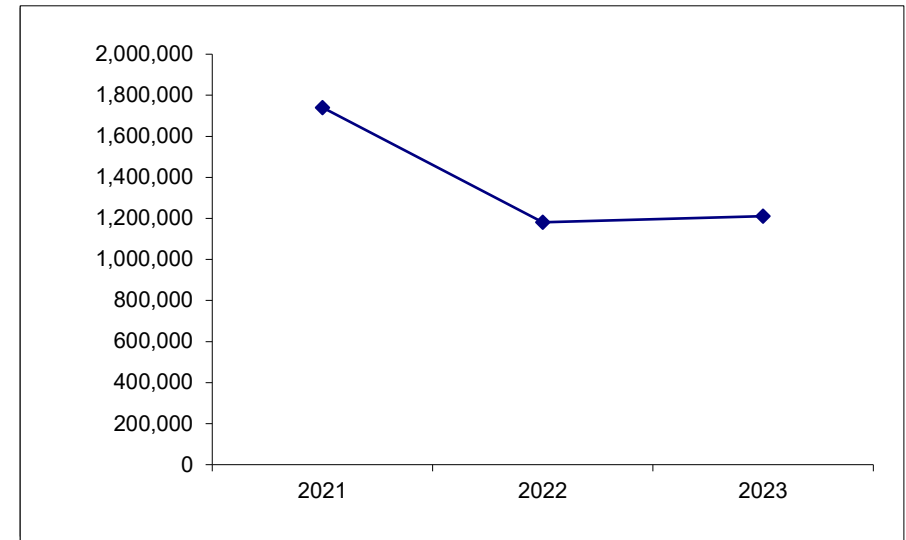
Schedule presents State distribution of Use Tax.

STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021	2022	2023	
JANUARY	807,110	960,878	1,049,580	A
FEBRUARY	853,298	1,198,126	1,037,782	A
MARCH	588,089	519,319	614,640	A
APRIL	937,702	1,109,452	989,236	A
MAY	1,280,911	2,238,522	1,696,424	A
JUNE	1,123,868	657,580	795,466	A
JULY	1,008,212	1,110,107	1,059,801	A
AUGUST	566,126	571,768	606,074	B
SEPTEMBER	597,861	621,357	658,638	B
OCTOBER	1,086,453	1,137,578	1,134,366	B
NOVEMBER	622,816	720,354	650,282	B
DECEMBER	539,685	646,330	563,485	B
TOTALS	10,012,130	11,491,369	10,855,774	
		Current Budget	11,874,000	
		Projected Amt Over (Under)	(1,018,226)	

**LOCAL TELEPHONE UTILITY TAX**

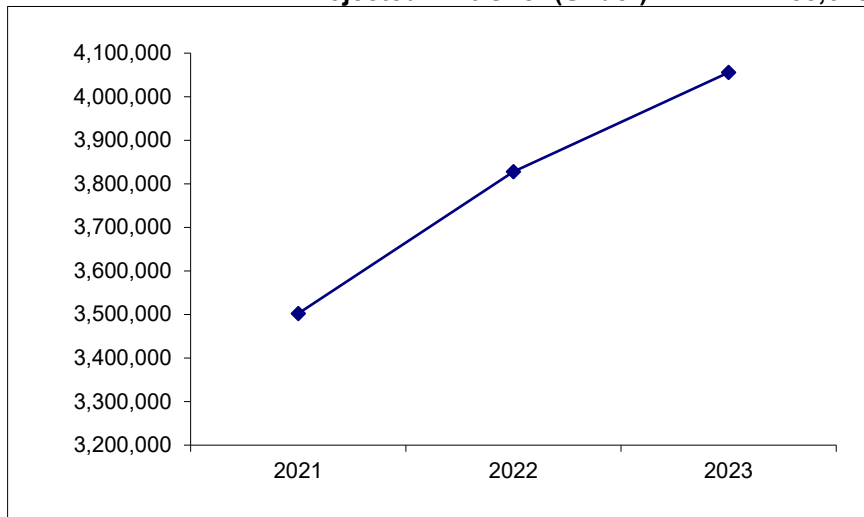
MONTH	2021	2022	2023	
JANUARY	585,430	99,599	100,718	A
FEBRUARY	105,214	94,273	101,222	A
MARCH	97,810	97,801	121,496	A
APRIL	91,598	95,983	107,186	A
MAY	97,948	94,162	89,187	A
JUNE	129,008	97,606	93,766	A
JULY	101,474	95,378	89,855	A
AUGUST	111,428	98,967	105,857	B
SEPTEMBER	108,598	87,617	103,168	B
OCTOBER	103,735	116,632	98,548	B
NOVEMBER	105,524	99,450	100,248	B
DECEMBER	102,715	103,560	100,000	B
TOTALS	1,740,483	1,181,029	1,211,250	
		Current Budget	1,183,000	
		Projected Amt Over (Under)	28,250	



Projected Revenues

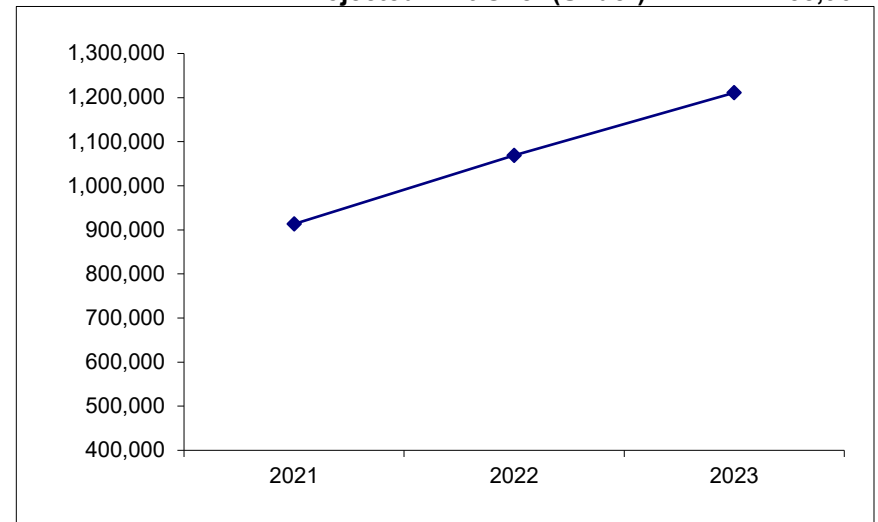
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023	
JANUARY	259,733	325,939	349,168	A
FEBRUARY	237,003	268,346	310,308	A
MARCH	251,710	254,687	314,152	A
APRIL	316,741	328,645	344,283	A
MAY	302,025	320,770	356,811	A
JUNE	314,701	345,385	348,084	A
JULY	295,357	338,253	362,797	A
AUGUST	307,177	344,233	368,330	B
SEPTEMBER	345,458	318,028	340,290	B
OCTOBER	112,289	326,439	123,753	B
NOVEMBER	460,845	323,232	507,897	B
DECEMBER	299,194	333,647	329,742	B
TOTALS	3,502,233	3,827,604	4,055,615	
		Current Budget	3,997,000	
		Projected Amt Over (Under)	58,615	



LOCAL HOTEL & MOTEL TAX

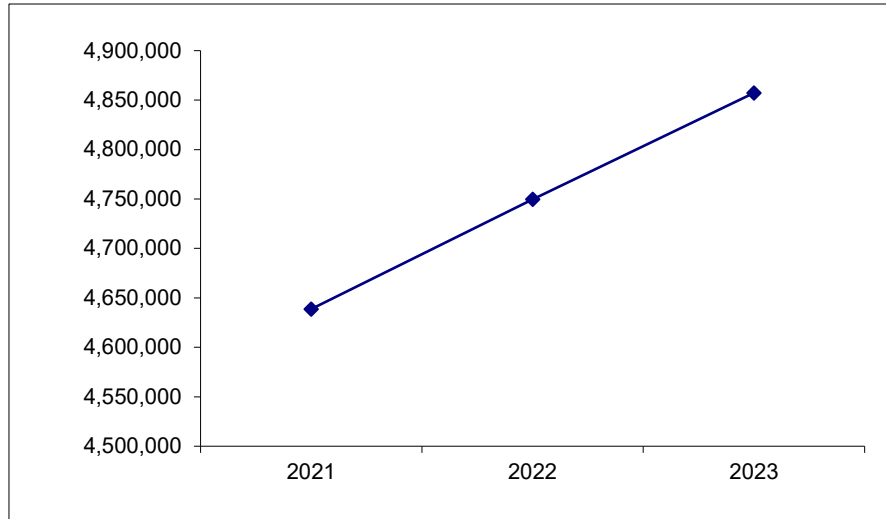
MONTH	2021	2022	2023	
JANUARY	45,696	62,215	71,531	A
FEBRUARY	38,938	70,247	89,816	A
MARCH	46,068	65,323	74,851	A
APRIL	61,645	76,916	111,415	A
MAY	64,188	76,544	78,123	A
JUNE	80,612	95,446	114,607	A
JULY	82,463	104,261	112,386	A
AUGUST	96,057	91,208	108,626	B
SEPTEMBER	132,160	114,943	149,453	B
OCTOBER	39,548	101,643	44,723	B
NOVEMBER	147,855	120,882	167,202	B
DECEMBER	78,023	89,647	88,233	B
TOTALS	913,254	1,069,274	1,210,967	
		Current Budget	1,152,000	
		Projected Amt Over (Under)	58,967	



Projected Revenues

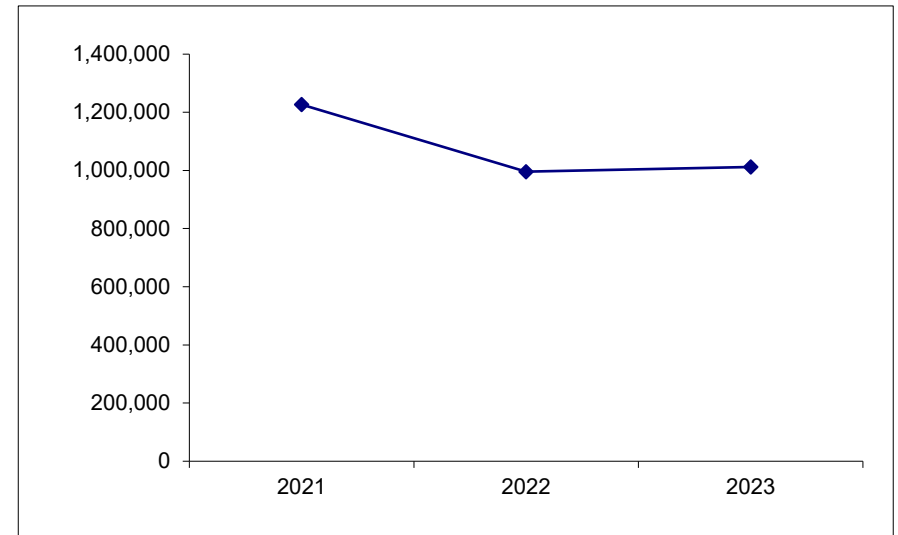
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023	
JANUARY	387,338	451,232	494,772	A
FEBRUARY	-	-	511,814	A
MARCH	964,355	1,170,976	459,507	A
APRIL	406,775	453,756	411,867	A
MAY	369,203	376,488	357,677	A
JUNE	348,848	327,903	307,264	A
JULY	338,442	311,731	273,044	A
AUGUST	338,344	323,917	378,708	B
SEPTEMBER	375,057	323,685	419,802	B
OCTOBER	372,509	316,968	416,949	B
NOVEMBER	324,568	318,048	363,289	B
DECEMBER	413,270	375,073	462,573	B
TOTALS	4,638,709	4,749,776	4,857,266	
		Current Budget	5,337,000	
		Projected Amt Over (Under)	(479,734)	



LOCAL CABLE TV TAX

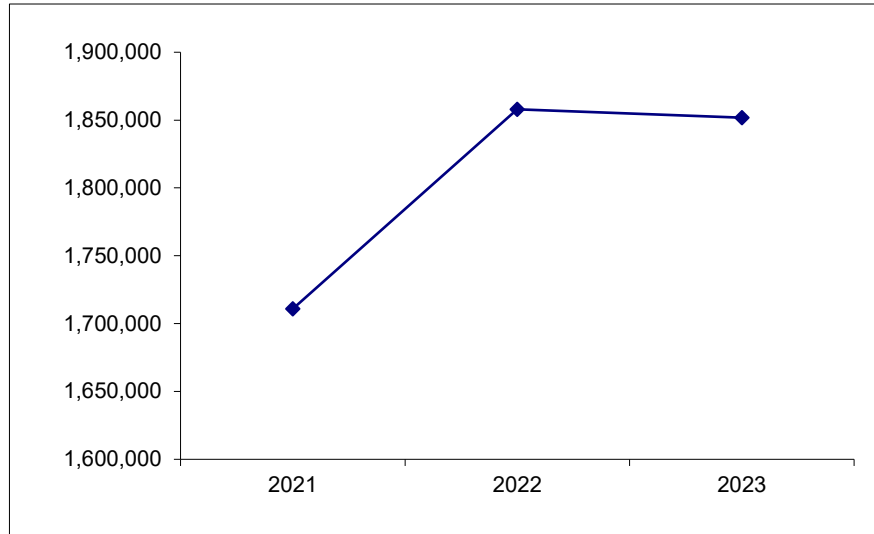
MONTH	2021	2022	2023	
JANUARY	115,677	13,687	11,674	A
FEBRUARY	248,600	235,066	228,468	A
MARCH	-	-	-	A
APRIL	14,722	12,982	-	A
MAY	238,382	245,500	241,582	A
JUNE	-	-	-	A
JULY	-	-	10,736	A
AUGUST	252,130	254,979	258,471	B
SEPTEMBER	-	-	-	B
OCTOBER	-	-	-	B
NOVEMBER	254,330	233,712	260,726	B
DECEMBER	102,715	-	-	B
TOTALS	1,226,555	995,925	1,011,657	
		Current Budget	1,034,000	
		Projected Amt Over (Under)	(22,343)	



Projected Revenues

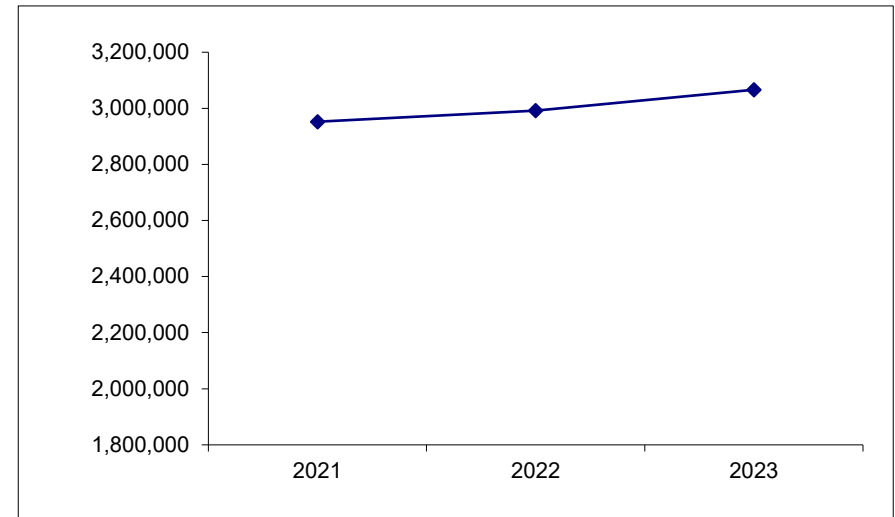
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023	
JANUARY	137,973	155,334	154,093	A
FEBRUARY	116,174	146,251	142,970	A
MARCH	137,669	125,153	138,333	A
APRIL	141,621	142,456	150,252	A
MAY	143,395	147,235	147,736	A
JUNE	146,898	162,643	163,482	A
JULY	145,659	164,199	168,250	A
AUGUST	150,514	166,136	167,797	B
SEPTEMBER	151,331	173,019	174,749	B
OCTOBER	52,940	162,198	53,469	B
NOVEMBER	239,007	162,085	241,397	B
DECEMBER	147,717	151,229	149,194	B
TOTALS	1,710,898	1,857,939	1,851,724	
		Current Budget	1,840,000	
		Projected Amt Over (Under)	11,724	



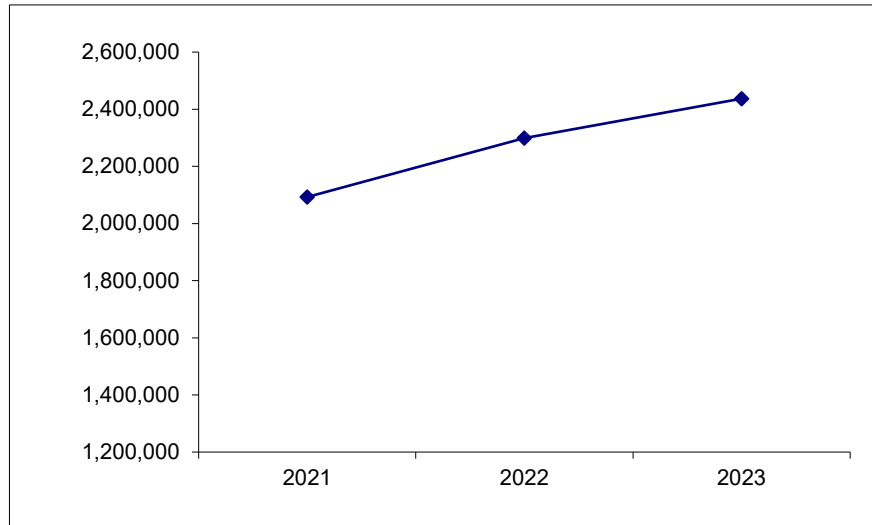
STATE MOTOR FUEL TAX

MONTH	2021	2022	2023	
JANUARY	252,696	283,072	275,250	A
FEBRUARY	220,266	258,944	220,663	A
MARCH	208,011	178,756	225,950	A
APRIL	215,526	253,405	219,333	A
MAY	250,786	255,437	250,551	A
JUNE	248,729	256,227	254,697	A
JULY	255,517	265,264	264,536	A
AUGUST	253,309	259,754	271,901	B
SEPTEMBER	274,663	249,395	261,864	B
OCTOBER	263,188	252,007	264,606	B
NOVEMBER	242,427	239,391	276,348	B
DECEMBER	267,134	240,655	280,491	B
TOTALS	2,952,253	2,992,307	3,066,189	
		Current Budget	3,194,000	
		Projected Amt Over (Under)	(127,811)	



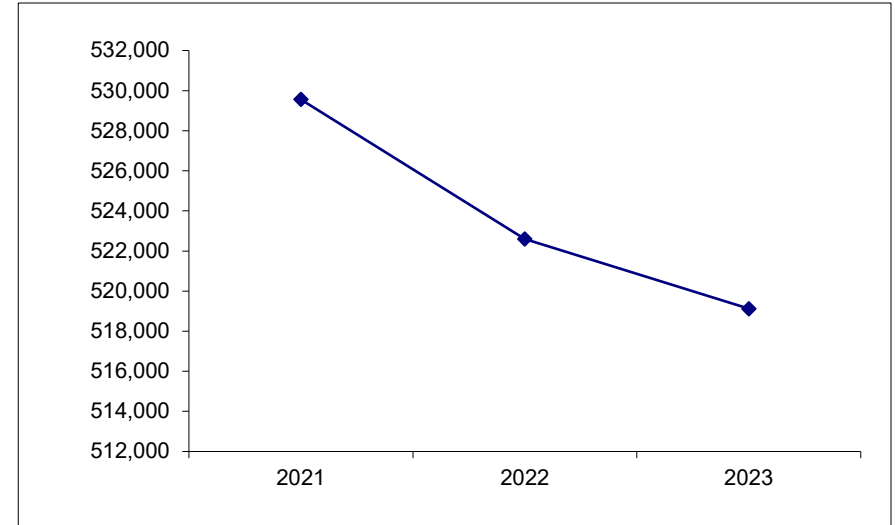
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023	
JANUARY	85,531	186,950	187,712	A
FEBRUARY	-	194,055	194,632	A
MARCH	85,407	165,854	192,027	A
APRIL	176,056	170,074	196,183	A
MAY	257,275	230,570	233,599	A
JUNE	244,343	217,794	208,034	A
JULY	223,954	197,376	214,828	A
AUGUST	208,113	183,024	202,000	B
SEPTEMBER	217,309	190,168	202,000	B
OCTOBER	203,717	182,080	202,000	B
NOVEMBER	196,248	191,184	202,000	B
DECEMBER	194,733	189,255	202,000	B
TOTALS	2,092,686	2,298,383	2,437,015	
		Current Budget	2,386,000	
		Projected Amt Over (Under)	51,015	



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023	
JANUARY	3,989	-	-	A
FEBRUARY	-	6,010	250	A
MARCH	2,459	702	3,677	A
APRIL	2,018	-	100	A
MAY	194,556	288,825	143,125	A
JUNE	312,435	217,825	330,921	A
JULY	-	3,280	26,953	A
AUGUST	6,600	200	6,600	B
SEPTEMBER	3,593	600	3,593	B
OCTOBER	100	150	100	B
NOVEMBER	-	3,093	-	B
DECEMBER	3,807	1,914	3,807	B
TOTALS	529,556	522,599	519,125	
		Current Budget	531,000	
		Projected Amt Over (Under)	(11,875)	



Financial Management

DATE: 8/21/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, CFO and City Treasurer

SUBJECT: Ordinance Authorizing the Issuance of Debt to Finance MSC and Library Roofs and Library HVAC Project

SUMMARY RECOMMENDATION:

It is recommended that the CFO be given the authority to borrow \$3 million at a rate not to exceed 5.2% interest over 5 years from Regions Bank for the purpose of financing the MSC and library roof and library HVAC project. The project was approved by City Council within the 2023 budget approved in December 2022. RFP's were sent to several local banks. The plan all along was to postpone debt issuance until the funds were actually needed and construction was ready for bidding. We have reached that point.

BACKGROUND:

Architectural Expressions has been contracted to design and bid construction for the roof and corridor for the MSC building; and roof, HVAC system, and planter walls for the library. Design and construction will begin in August 2023 and is targeted for completion in August of 2024.

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

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Ruby James, CFO and City Treasurer

BUDGET/TIME IMPLICATIONS:

This project was anticipated to be financed over five years; and budgeted and approved in 2023.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF DEBT TO FINANCE MSC
AND LIBRARY ROOFS AND LIBRARY HVAC PROJECT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

Section 1. That for the purpose of financing the MSC and library roofs and library HVAC project, the City borrow money from a bank or other financial institution authorized to do business in the State of Illinois (the “Bank”) and evidence such borrowing through the execution of a loan agreement or the issuance of a promissory note pursuant to a loan agreement (the “Loan”). The Loan shall be repaid within [five] years and shall bear interest at a rate not to exceed 5.1% per annum. The obligation to make Loan payments shall be a lawful direct general obligation of the City payable from the general funds of the City and such other sources of payment as are otherwise lawfully available.

Section 2. That the Mayor, City Clerk and CFO, any other officers of the City as appropriate, are hereby authorized and directed to (i) approve and execute the Loan and (ii) take any action as may be required on the part of the City to consummate the transactions contemplated by the Loan. Prior to the execution of the Loan, the CFO shall find and determine that no person holding any office of the City, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Bank. The City may designate the Loan as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the CFO is hereby authorized to use Loan funds to pay for the expenses related to the MSC and library roofs and library HVAC project.

PRESENTED and ADOPTED this 21st day of August, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

City Clerk

DATE: 8/13/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing an Intergovernmental Agreement between the County of Macon, Illinois and the City of Decatur, Illinois Regarding Animal Control Program

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

August 17, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton

RE: Amendments to the City/County Animal Control Agreement

Macon County has requested that the city approve certain amendments to the original 2011 intergovernmental agreement which set-up an arrangement whereby the county would handle animal control throughout the county, including inside the city limits of Decatur, and including enforcement of Decatur animal control ordinances. Since this agreement was first adopted, the city has heavily subsidized the county's city/county animal control operation. It is managed by county sheriff's office. Staff from both the city and county negotiated amendments over the last several months, and reached settlement on the attached version. The Macon County Board adopted the revisions at their last meeting.

The principal (substantive) changes to the agreement are:

1. Starting this month, the city will take-over responsibility for picking up large dead *wild* animals (usually this means deer). Dead *domestic* animal removal will still be the responsibility of the county. Dealing with live wild animal removals will still be the county's responsibility. Even when the city picks up dead wild animals, the county will store carcasses until they can be taken to the landfill.
2. Most animal violations are misdemeanor ordinance violations, but if there is a felony animal control case originating inside the Decatur city limits, the city will handle the investigations. In the past, the county handled all animal-related investigations regardless of the severity of the cases. If the city wants an autopsy for its investigations, then the city must pay the cost.
3. The amount of time either the city or the county must give the other party if it wishes to terminate the agreement is increased from 3 months to 12 months.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF MACON, ILLINOIS AND THE CITY OF DECATUR,
ILLINOIS REGARDING AN ANIMAL CONTROL PROGRAM**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council, between the County of Macon, Illinois and the City of Decatur, Illinois, be and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 21st day of August 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF MACON, ILLINOIS
AND
THE CITY OF DECATUR, ILLINOIS
REGARDING AN ANIMAL CONTROL PROGRAM**

THIS AGREEMENT made and entered into this ____ day of August, 2023, between the County of Macon, Illinois, hereinafter referred to as the "County" and the City of Decatur, Illinois, a municipal corporation, hereinafter referred to as the "City";

WHEREAS, pursuant to the Animal Control Act (510 ILCS 5/1 et seq.), the Humane Care for Animals Act (510 ILCS 70/1 et seq.), and the Animal Welfare Act (225 ILCS 605/1 et seq.), hereinafter referred to as "the Acts," the County Board of Macon County, hereinafter referred to as the "County Board" is required to maintain an Animal Control Program in the County; and

WHEREAS, the County Board may enter into intergovernmental contracts or agreements to assist in the operation and to modify the jurisdiction of the Animal Control Program; and

WHEREAS, through the implementation of a shared data base the animal control efforts of both the City and the County will be improved; and

WHEREAS, by the City and the County joining together in administering an Animal Control Program, the citizens of Macon County and the City of Decatur shall be afforded the protection of an effective program without the duplication of efforts which are found with each party operating a separate program, and substantial benefits in the operation of animal control efforts will accrue to the citizens of both the City and the County; and

WHEREAS, the City and the County have previously entered into an Intergovernmental Agreement dated August 1, 2011 regarding the Animal Control Program and the parties desire to replace such agreement.

NOW, THEREFORE, IT IS AGREED by and between the County and the City as follows:

1. The City and the County shall form a joint Animal Control Program consisting of four main functions: Shelter Operations, Fieldwork Operations, Licensing Operations, and Prosecution.
2. The County agrees to perform the following functions, obligations and duties:

A. The County shall administer the Animal Control and Care Facility (the "Facility") currently located at 2820 Parkway Drive, Decatur, Illinois, and shall provide the personnel, equipment and supplies to operate the Facility for the impoundment of animals and all its related purposes and activities. The Facility shall have reasonable hours of operation for the various divisions of the

Animal Control Program based on the reasonable needs for services.

B. In general, the County shall perform the following functions:

- (1) Investigate and respond to calls concerning violations of the Acts occurring throughout the County of Macon, as provided herein;
- (2) Investigate and respond to calls concerning violation of Macon County Ordinances occurring in all unincorporated areas of the County of Macon;
- (3) Investigate and respond to calls concerning any violations of Chapter 47 "Control of Animals, Fowl and Dogs" and successor sections and chapters of the Code of the City of Decatur (the "City Code") occurring within the corporate limits of the City of Decatur;
- (4) Pick up, care for and dispose of live stray domestic animals anywhere in Macon County (known as "running at large"); and provide cold storage and disposal of wild animals collected and brought in by the City and its wild animal collection contractors that may be collected or caught inside the corporate limits of the City of Decatur.
- (5) Perform such fieldwork, investigation, and duties as are necessary to effectuate the purposes of the Acts and Macon County Animal Control Ordinance and the City Code. This includes the duty to issue citations and/or Notices to Appear for violations of the Acts and Macon County Animal Control Ordinance, and City Code, as well as write reports in situations involving possible legal action and forward those citations, Notices, and reports to the appropriate prosecutor's office, and to timely respond to reasonable requests from the prosecutor's office; except that the Decatur Police Department will handle felony animal related cases originating and occurring inside the corporate limits of the City of Decatur.
- (6) After the close of normal business hours, the County shall provide an Animal Control Warden to be on call to answer emergency calls after hours, and that after hours' calls will not be routinely referred to the Decatur Police Department on matters typically dealt with by Animal Control. An after-hour's telephone number shall be accessible to those calling Animal Control. Animal Control shall provide a reasonable response to all calls, except as otherwise provided herein.

C. Specifically, the County shall, 24 hours per day, perform the following services:

- (1) Respond to aggressive animals capable of carrying rabies, which are running at large or threatening the safety of the public, anywhere in Macon

County.

(2) Respond to any bites by animals capable of carrying rabies to humans or other animals, anywhere in Macon County.

(3) Respond to injured animals, anywhere in Macon County outside City limits. Decatur Police Department will dispatch large injured wild animals in the city limits if they can be safely dispatched by firearm. If the animal cannot be safely dispatched by firearm a Warden will respond. In the event a Warden responds to dispatch an animal the Warden will dispose of the carcass.

(4) Respond to wildlife that are alive and capable of carrying rabies in dwellings, anywhere in Macon County.

(5) Assist emergency service workers (fire, police, ambulance, sheriff, etc.) when needed.

D. Specifically, the County shall, during Fieldwork Operations business hours only, perform the following services within the corporate limits of the City:

(1) Respond to domestic animals running at large, anywhere in Macon County.

(2) Respond to welfare and/or humane investigations for violations of the Acts and/or Macon County Animal Control Ordinance and/or City Code, as provided herein.

(3) Provide rabies vaccination enforcement and control.

(4) Attend dangerous animal and vicious animal meetings.

(5) Pick up and dispose of dead domestic animals, anywhere in Macon County.

(6) Respond to violations under Section 17 of Chapter 47 and successor sections and chapters of the City Code, and issue citations and take other appropriate law enforcement actions as the situation properly requires as determined by the County designated supervisor of animal control. The County will not refuse to investigate when it is requested by the City.

(7) Respond to injured domestic animal calls anywhere in Macon County.

E. The County and the City may, at their discretion, negotiate and establish contracts with other entities for the use of the Animal Control facilities, crematory and/or the provision of animal control services, by such other entities, as they shall both determine to be in the best interests of public safety and community welfare.

F. The County shall each month provide a report to the City indicating Animal Control and shelter activity for month and year to date. This report shall include, but is not limited to, the following: total of all animals impounded, including dogs, cats, bite cases, owner-released animals, stray animals, adoptions, reclamations, animals euthanized, and a total of all citations and Notices to Appear issued from the Acts and the Macon County Animal Control Ordinances.

G. The County shall when necessary prosecute violations of the Acts throughout the County of Macon, except as otherwise specifically provided in this section. Further, the County shall prosecute violations of Macon County Ordinances in all unincorporated areas of the County of Macon. However, nothing herein shall prohibit the City from prosecuting violations of the City Code occurring within the City of Decatur. Investigation of felony animal related cases originating and occurring in the City will be handled by the City. All other violations and criminal cases from anywhere in Macon County will be prosecuted by the County. If the City desires a necropsy be performed of an animal involved in a case the City is investigating, then the City will be responsible for the cost and transportation of the animal to the facility performing the necropsy. Non felony violations that occur in the City that are being handled by the County may be handled by issuance of the City ordinance violation, referral to the Macon County State's Attorney or by referral to City Legal Counsel for prosecution in Administrative Court.

H. The County shall be entitled to retain all fees, fines, penalties, and late fees collected for enforcement and prosecution of violation of the Acts and Macon County Animal Control Ordinance, except felony enforcements and felony cases investigated by the City. Payments by the public to the County shall be made at a location or locations as determined by the County.

3. The City agrees to perform the following functions, obligations and duties:

A. The City may prosecute violations of the City Code occurring within the corporate limits of the City of Decatur, if it chooses to do so. The City will be required to handle and investigate only felony violations of State and City animal related cases within the corporate City limits, and, unless the City voluntarily takes over the prosecution as an ordinance violation the County will prosecute all misdemeanors and felonies, and other categories of animal violation throughout Macon County.

B. The City shall be entitled to retain all fines, penalties, and late fees collected for enforcement and prosecution of violation of the City Code. Payments by the public to the City shall be made at a location or locations as determined by the City.

C. The City shall maintain a central data base for all dogs and cats registered within Macon County under the Animal Control Act. Said data base shall include rabies inoculation information for all dogs and cats anywhere within the County of Macon, as well as registration information for all dogs and cats anywhere in the County of Macon. The City shall be responsible for the costs incurred in the maintenance of said data base. The City shall share the information contained in said data base with the County as the County's request.

D. The City shall furnish and administer rabies inoculation and registration forms and serially numbered tags and any other forms or office supplies necessary for enforcement of dog and cat registration under the Animal Control Act. The registration tags shall be issued, and fees collected therefor, by licensed veterinarians in accordance with the Animal Control Act. Tags shall be distributed by the City to the veterinarians and registration fees will be remitted to the City by the veterinarian clinics.

E. The City shall remit registration fees collected from the registration of said dogs and cats to the County. The City shall provide the County with a monthly and annual accounting as to the registration fees received, animal registered, broken down by City and County registrations, and fees remitted to the County, and a monthly accounting of those not in compliance with County registration.

F. The City shall pay to the County for services performed by the County within the corporate limits of the City of Decatur an annual ("Service Fee") as indicated on the attached Service Fee Schedule. Said fee shall be paid quarterly and be due on or before the tenth day of the quarter for which it applies.

G. On August 1, 2023 and each year thereafter (Adjustment Date) during the entire remaining term of the Agreement, the service fee shall be adjusted upward and calculated as to amount for each such yearly period.

The Service Fee payments shall be increased on each Adjustment Date by the increase in the cost of living as provided herein according to the Consumer Price Index (all items) for all Urban Consumers - US City Average.

The base for computing the adjustment is the Consumer Price Index (all items) for Urban Consumers US City Average published by the United States Department of Labor, Bureau of Labor Statistics (Index), which is published for the month nearest the Commencement Date (Beginning Index). If the Index published nearest an Adjustment Date (Extension Index) has increased over the Beginning index, the Service Fee until the next Adjustment Date shall be set by multiplying the Term Service Fee by a fraction. The numerator of which is the Extension Index and the denominator of which is the Beginning Index.

If the Index is changed so that the base year differs from that used as of the month immediately preceding the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

H. The City shall allow the County access and use of the City's telecommunication system. The County shall adhere to the Rules and Regulations as set forth by the Federal

Communications Commission.

I. Although the County will pick up and dispose of all dead domestic animals throughout Macon County, the City will pick up dead WILD animals from public property inside the corporate limits of the City of Decatur (or arrange for such pick up by others). Disposal of dead or living wild animals on private properties inside the City is not required of or by the City by the terms of this Agreement; but the City may elect to pick up dead wild animals from private property if an authorized employee of the City determines it to be in the public interest, or it is subsequently authorized by the City Code.

4. The Macon County Animal Control Program shall be supervised by the Macon County Sheriff.

5. The City and the County shall mutually agree on fees for registration and tags, including fines, penalties and late fees and shall amend their respective ordinances as may be required from time to time to maintain uniformity.

6. This Agreement supplants and terminates all prior agreements applicable to the administration, management and operation of the Animal Control Program as well as all prior agreements regarding an Animal Control Program between the City and the County.

7. The City and the County each agree to indemnify and hold the other harmless for any damages or claims arising out of their respective duties and responsibilities under this Agreement or the Acts.

8. Modifications to this Agreement, including modifications of services to be provided by either party, shall be made in writing upon agreement of the City and the County.

9. This Agreement shall become effective as of August 1, 2023, and shall continue in effect until July 31, 2024, or until sooner terminated as provided herein. The parties agree to meet prior to the anniversary date of this agreement to re-evaluate the terms of this agreement. Unless terminated at the conclusion of a term as provided herein, this agreement shall automatically renew for another successive year.

10. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by either party upon giving the other party Twelve (12) months written notice of its intention and desire to terminate the same.

11. Any notice required to be given under this Agreement shall be delivered by personal service or by certified mail, return receipt, as follows:

To the City: By delivering to the City Clerk

To the County: By delivering to the County Clerk

Signed, sealed and attested to the date first above written, as duly authorized.

County of Macon, Illinois

Chairman, Macon County Board

Attest:

County Clerk

City of Decatur, Illinois

Mayor

Attest:

City Clerk

Information Technology

DATE: 8/21/2023

MEMO: 2023-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Authorizing Acceptance of Bodine Proposal regarding City Fiber Extension from Richland Community College to East Hospitality Lane.

SUMMARY RECOMMENDATION:

City Staff recommends that City Council approve the attached Resolution authorizing the attached proposal from Bodine Electric for \$170,000 for the purchase and installation of 144 strand fiber optic cable expanding the reach of the City Fiber Optic Network on North Brush College Road.

BACKGROUND:

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

A highly sought after and marketed economic development area for new business is the northeast quadrant of the city, north of Richland Community College. This extension will provide access to City Fiber for all who occupy business locations north of Richland Community College.

The City has utilized Bodine Electric for many of its fiber optic construction projects since 2015. They are nearing completion of work on the city and school district fiber extensions as I write this communication. There are some compelling reasons we should consider Bodine Electric for this work:

1. They are a local in town fiber construction contractor.
2. They have the ability to meet Minority Worker requirements.
3. They have done excellent work and are highly regarded by the city.
4. They are offering us a 10% discount under their standard rates if we act quickly so work can be completed as an extension to the grant projects they are currently working on.

They were able to secure material purchases equal to or lower than those obtained for the current

grant projects they are currently working on for the city and the school district.

Under our existing agreement with Bodine, the city is liable to pay for materials ordered and delivered, even if we choose to not construct a segment on Real Bridge Road at this time. This arrangement allows the city to apply these materials to the Brush College Road segment instead.

PRIOR COUNCIL ACTION:

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

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director

BUDGET/TIME IMPLICATIONS: The City of Decatur was awarded Federal Stimulus American Rescue Plan (ARP) funds of which a portion can be used for Fiber Broadband Infrastructure Expansions. A portion of these funds were made available in the fiscal year 2022 and placed in the Fiber Fund Budget for projects like this one. The cost of this project will be paid for from Fiber Fund 77 Fiber Optics Capital ARP account.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Vendor Quote	Backup Material
Vendor Specifications	Backup Material
Location Map	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING ACCEPTANCE OF BODINE PROPOSAL
REGARDING CITY FIBER EXTENSION FROM RICHLAND COMMUNITY
COLLEGE TO EAST HOSPITALITY LANE**

WHEREAS, the City owns, manages and maintains a 144-strand fiber infrastructure providing high speed telecommunications to the community; and,

WHEREAS, the fiber infrastructure provides reliable communications and connectivity to units of local government, educational facilities, state of Illinois agencies, museums, local businesses and other facilities; and,

WHEREAS, the City continues to expand its fiber communications network throughout Decatur in its goal of providing access to all parts of the community; and,

WHEREAS, Bodine Electric has been a provider and installer of the fiber infrastructure in the City; and,

WHEREAS, there exists a need for additional extensions of the fiber communications network to the northeast quadrant of the City to provide access to locations north of Richland Community College; and,

WHEREAS, Bodine Electric is nearing completion of fiber infrastructure work in Decatur and is willing to proceed with the additional extension described above at a discounted rate if it can be started immediately upon the completion of their current project; and,

WHEREAS, Bodine Electric is currently able to secure favorable prices on materials needed for the fiber infrastructure extension; and,

WHEREAS, the City desires to expedite the installation and extension of the network to the area described above and enter into an agreement for such without putting the work out for bid due to the time constraints and agreement on price with Bodine Electric; and,

WHEREAS, it was determined that it was in the best interest of the City to proceed with the attached proposal of Bodine Electric.

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

Section 1. That the Proposal and Quote, received from Bodine Electric for installing fiber optic cable, presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Bodine Electric for \$170,000.

PRESENTED AND ADOPTED this 21ST day of August 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Traffic Division

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

August 1, 2023

Project: City of Decatur Fiber Optic Cable Installation – Brush College North
Location: Decatur, IL
Attention: Jim Edwards

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified per Attachment “A” provided by The City of Decatur.

This quote has been discounted 10% if acted upon within 30 days as additional work for the City Fiber Project. We have leveraged our material buys based on the original City Fiber Project and have commitments from our vendors for 30 days.

- Provide and install 2” pinpoint duct, handholes, 144 count fiber optic cable from handhole across from RCC to E Hospitality Ln.
- Provide terminations on the RCC end and a splice enclosure on the E Hospitality Ln end.
- We have not included sales tax.
- **Our Price: \$170,000.00 Dollars.**

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

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

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur’s work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the materials market, this proposal will be held firm for **30** days.



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

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

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

Regards,

Scott McIntyre
Project Manager

ATTACHMENT A

FIBER INSTALL SPECIFICATIONS

SPECIFIC FIBER REQUIREMENTS:

The primary purpose of this specification is to obtain a turnkey solution that provides for installation of underground fiber optic extensions from existing underground fiber work on Brush College Road in the City of Decatur (City). Handholes are to be placed at intersections in at least 500-foot intervals or at least every other block. 100-foot cable loops (coils) of fiber will be left in each hand hole to provide suitable length to accommodate future fiber splicing for local area laterals and endpoints to connect buildings and provide the ability to recover from fiber breaks.

The City fiber network will support no less than 10 gigabit (IEEE 802.3ae) transmission capacity for data, voice, and video systems per fiber. The City requests that vendor offer a design that provides an advantageous and highly flexible solution based on the evaluation criteria identified herein. The City and vendor will agree to a final engineering design.

The Fiber optic network shall consist of 144 strands of single mode fiber. This bid is for fiber optic infrastructure only. Network electronics to light the fiber will be provided by the City separately.

1. Vendor's Responsibilities

The Vendor is responsible for submitting an initial design with its proposal. To complete the initial design, the City shall conduct initial surveys of any proposed alternate fiber routes.

a. Engineering and Design

The Vendor shall submit an engineering plan, survey of route(s), deviations from suggested routes and justification. The vendor shall undertake any required permitting, notifications, and negotiations for securing right of way when required. The design shall also include detailed scale schematic drawings illustrating the planned fiber cable route.

b. Codes

The proposed solution shall comply with all applicable Federal, State, City, or other regulatory agency codes and regulations relative to communications equipment and installation requirements. Equipment and installation shall comply with building codes and fire code rules and regulations. The Bidder shall be responsible for obtaining all necessary plan checks, permits, and inspections.

c. References

The publications listed below form a part of this specification to the extent referenced. All equipment and installation services shall be manufactured and/or performed in accordance with the most recent versions of the listed standards, codes, and regulations at the time of installation.

A. NFPA 70	National Electric Code
B. IEEE C2	National Electrical Safety Code
C. ICEA S-87-640	Fiber Optic Outside Plant Communications Cable
D. TIA J STD-607-A	Commercial Building Grounding (Earthing) and Bonding Requirements
E. TIA 455-107A	Component Reflectance or Link/System Return Loss using a Loss Test Set
F. TIA 455-46A	FOTP-46 Spectral Attenuation Measurement for Long-Length, Graded Index Optical Fibers
G. TIA 455-78B	FOTP-78 Optical Fibers, Part 1-40 Measurement Methods and Test Procedures – Attenuation
H. TIA 472D000-A	Fiber Optic Communications Cable for Outside Plant Use
I. TIA 492CAAA	Class IVA Dispersion-Un shifted Single Mode Optical Fibers
J. TIA 526-7	Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant OFSTP-7
K. TIA 590-A	Standard for Physical Location and Protection of Below Ground Fiber Optic Cable Plant
L. TIA 758-A	Customer-Owned Outside Plant Telecommunications Cabling Standard
M. TIA/EIA 455-B	Standard Test Procedures for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices and other Fiber Optic Components
N. TIA/EIA 568-B.1	Commercial Building Telecommunications Cabling Standard – Part 1: General Requirements
O. TIE/EIA 568-B.3	Optical Fiber Cabling Components Standard
P. TIA/EIA 569-A	Commercial Building Standards for Telecommunications Pathways and Spaces
Q. TIA/EIA 598-B	Optical Fiber Cable Color Coding
R. TIA/EIA 606-A	Administration Standard for the Telecommunications Infrastructure

S. USDA RUS 1755	Telecommunications Standards and Specifications for Materials, Equipment and Construction
T. USDA RUS Bulletin 1751F-630	Underground Plant Design
U. USDA RUS Bulletin 1751F-643	Design of Aerial Plant
V. USDA RUS Bulletin 1751F-815	Electrical Protection of Outside Plant
W. USDA RUS Bulletin 1753F-201	Acceptance Tests of Telecommunications Plant
X. USDA RUS Bulletin 1753F-401	Splicing Copper and Fiber Optic Cables

2. System Components

The vendor shall furnish all components necessary to form a complete outside plant fiber optic cable system. Components shall include:

a. Fiber Optic Cabling

Bulk fiber optic cabling for the fiber optic network shall be 144 strand, single mode, 8/125-micron, 0.10 aperture 1310 nanometer fiber optic cable in accordance with the most recent versions of the listed standards, codes and regulation at the time of installation. The fiber optic cable shall meet the optical and mechanical performance requirements in accordance with ICEA S-87-640.

b. Fiber Optic Splices and Splice Enclosures

Provide fiber optic cable splices and splicing materials for fusion or mechanical splice methods at suitable locations along the routes with as few splices as necessary to minimize attenuation. The splice insertion loss shall be no greater than 0.3 dB when measured in accordance with TIA 455-78-B using an Optical Time Domain Reflectometer (OTDR). Splices shall be designed for a return loss of 40.0 dB maximum when tested in accordance with TIA 455-107A. Each splice shall be protected by a splice enclosure specifically designed for the splice.

Provide oversized ground boxes suitable for housing and protecting fiber optic splice enclosures in a neat and orderly fashion. Splice organizers/enclosures shall allow for a minimum of one meter of fiber for each fiber within the enclosure to be neatly stored without kinks or twists. Splice organizers shall accommodate individual strain relief for each splice and allow for future maintenance or modification without damage to the cable or splices. Provide splice enclosures and organizer hardware, such as splice trays, protective shelves, and shield bond connectors in a splice organizer kit.

c. Cable Strand Terminations

Twelve strands (to be determined) of the 144-strand cable are to be spliced to the existing City fiber plant. at 5 of the six locations and 24 strands of fiber at the other location. The north endpoint will terminate in a splice enclosure and be

placed in the hand hole with a 50-foot fiber loop for future splicing. All splices will be in hand holes and contained in weatherproof splice enclosures.

- d.** Vendor shall restore all land including sidewalks and road pavement disturbed during the installation of the buried fiber raceway and ground boxes. Property will be back filled, tamped in to reduce settling, ground worked and leveled, grass seed spread, and then covered by straw.

3. Installation

The vendor shall install all system components and appurtenances in accordance with manufacturer's instructions, IEEE C2, and NFPA 70. Provide all necessary interconnection terminations, splices, services, and adjustments required for a complete and operable outside fiber optic cable system.

- a.** Cable Pulling

The vendor shall obtain from the manufacturer and provide to the City the maximum allowable pulling tension. This tension shall not be exceeded.

- b.** Cable Splicing

Fiber optic splicing shall be in accordance with manufacturer's specification and shall exhibit an insertion loss not greater than 0.2 dB for fusion splices and not greater than 0.4 dB for mechanical splices.

- c.** Permits

Permits for Railroad, State Highway crossings, Utilities and Boring/Excavations are the responsibility of the contractor. There will be no additional permit requirement from the City for excavation; this is covered in Chapter 37 of the City Code.

4. Testing and Performance

- a.** Testing and Performance Verification

Testing personnel shall demonstrate to City personnel that the provided system is functioning as required in this document. The Installer will document the test results and submit a formal report to the City for review. The Installer will also document a list of required system repairs when system issues were encountered, corrected, and retested. Retests will also be witnessed by the City personnel.

- b.** Factory Testing

All fiber optic cable strands shall be factory tested prior to shipping to the job site, using an Optical Time Domain Reflectometer (OTDR), in accordance with TIA/EIA 568-B.1, TIA/EIA 568-B.3, and TIA 526-7. Calibrate the OTDR to

show anomalies of 0.2dB minimum. Submit test reports, including manufacture date for each cable reel and obtain City approval prior to delivery of the cable reel to the job site.

c. Field Quality Control

Provide the City with at least 10 days advance notice prior to conducting all testing. Provide all labor, materials and equipment required for testing. Correct all defective material and workmanship disclosed as a result of the tests. Furnish a signed copy of the test results to the City after each segment of construction is completed. Perform testing as construction progresses and do not wait until all construction is complete before starting field tests.

d. Acceptance Testing

Perform acceptance testing in accordance with RUS Bulletin 1753F-201 and as specified. Provide personnel, equipment, instrumentation and supplies necessary to perform required testing. Notification of any planned testing shall be given to the City at least 10 days prior to any test unless specified otherwise. Test plans shall define the tests required to ensure that the system meets technical, operational and performance requirements. The test plan shall identify the capabilities to be tested. Test results shall be provided in hard copy and electronic format suitable to the City.

Test fiber optic cable in accordance with TIA/EIA-455-B and as further specified in this section.

e. Optical Time-Domain Reflectometer Test (OTDR)

The OTDR test shall be used to determine the adequacy of the cable installations by showing any irregularities, such as discontinuities, micro-bending or improper splices for the cable span under test. Hard copy fiber signature records shall be obtained from the OTDR test for each fiber in each span and shall be included in the test results. In this install only one way will be able to be tested as the north end will not be terminated. Conduct OTDR test and provide calculation or interpretation of results in accordance with TIA-526-7 for single-mode fiber. Splice losses shall not exceed 0.3 db.

5. Documentation/Maintenance Technical Information

All system documentation shall be delivered to the City's Fiber Project Manager.

a. File Formats

Starting with any documents related to this document, all documentation provided by the Bidder shall be provided in Microsoft Office, AutoCAD, ESRI shape files, or any other format agreed to by the City. Any specialized software required to view, edit, or otherwise maintain or use provided information will be provided and included as part of the proposal by the Bidder.

b. As-Built Fiber System Documentation

Provide Registered Communications Distribution Designer (RCDD) approved drawings and documentation in accordance with TIA/EIA-606-A. The identifier for each termination and cable shall appear on the drawings. Drawings shall depict the final outside plant fiber optic cable system in accordance with TIA/EIA-606-A. The drawings should provide details required to demonstrate a completely operational outside plant fiber optic cable system.

c. Warranty/Maintenance

All fiber optic cable, terminating equipment, materials and services furnished by the vendor shall be warranted free from defects in material and workmanship, and shall conform to this document including those exceptions agreed to by the City. In the event any such defects become evident within the warranty period, the vendor shall correct the defect at its option by (1) repairing any defective components; (2) furnishing necessary replacement components; or (3) redoing the faulty services. Labor to perform warranty services will be provided at no charge during the warranty period.

The vendor further warrants that during the warranty period the equipment and services furnished under the contract resulting from this document shall operate under normal use and service as a complete system, which shall perform in accordance with this document and the bidder's response thereto, including those exceptions agreed to by the City.

The warranty period shall be a period of 12 months from the date of final system acceptance as defined herein. The City envisions that the completed system, properly serviced and maintained, will operate according to manufacturer's specifications for a period of at least 25 years.

Claims under any of the warranties herein are valid if made within 30 days after termination of the warranty period. In addition, the following specific requirements apply to the vendor's warranty:

- i. All equipment furnished hereunder is new and of current manufacture.
- ii. The City shall notify the vendor within a reasonable time after the discovery of any failure or defect during the warranty period.
- iii. Should the vendor fail to remedy any major failure within 8 hours, or any minor failure or defect within 10 consecutive days after receipt of notice thereof, the parties shall meet and discuss an extension of time which may be fair and equitable under the circumstances, failing which the City shall have the right to replace, repair, or otherwise remedy such failure or defect at the vendors' expense.
- iv. The vendor will obtain any warranties which contractors or suppliers give in the regular course of commercial practice and shall apply the same to

the benefit of the City. Copies of any of these warranties shall be provided to the City.

- v. The City will not be responsible for the storage of any equipment associated with the project.
- vi. The vendor shall remedy, at its own expense, damage caused by the vendor to City-owned or controlled real or personal property.
- vii. The vendor shall be liable to the City for supply of information, materials, and labor necessary for mandatory revisions determined by the manufacturer for the duration of the warranty period at no cost to the City.
- viii. The acceptance of systems/equipment by the City shall not limit the City's warranty rights set forth above with respect to defects in materials or workmanship.

d. Warranties on Additional Equipment

Warranty on any additional system components purchased after acceptance of the initial system will be for not less than 12 months after the date the hardware or software is accepted and placed in service.

e. Maintenance during the Warranty Period

Proposals shall describe how maintenance and repair will be handled during the warranty period. During the warranty period, the vendor will respond to all service calls at no additional cost to the City. Service calls shall be responded to 24 hours a day, seven days a week, since the network will support vital City operations (not just during normal business hours). The amount of time required for the vendor to respond shall be within two hours (remote access is acceptable for initial response). Vendor response may be in the form of a call-back from a qualified technician, or remote support. The vendor will have qualified technicians available to respond to major system malfunctions within four hours and for minor system malfunctions within two business days during the warranty period. The City reserves the right to decide whether a system malfunction is classified as major or minor.

Acceptance of the work of the vendor, upon completion of the project, shall not preclude the City from requiring strict compliance with the contract, in that the vendor shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The one-year limit specified above shall not void or limit this requirement for little used features or functions.

6. General Information and Additional Requirements

- a. Freedom of Information Act - Effective January 1, 2010:** All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject

to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

- b.** Protection against Price Increases - The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.
- c.** Termination of Contract - The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.
- d.** Payment and Invoices – A Purchase Order will be issued for this work. Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit, and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.
- e.** Fair Employment Practices - The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause.
- f.** Prevailing Wage - Public Act 100-1177: This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
- g.** Compliance with Illinois Works Jobs Program Act- City of Decatur (COD) contractors must comply with requirements in the Illinois Works Jobs Program

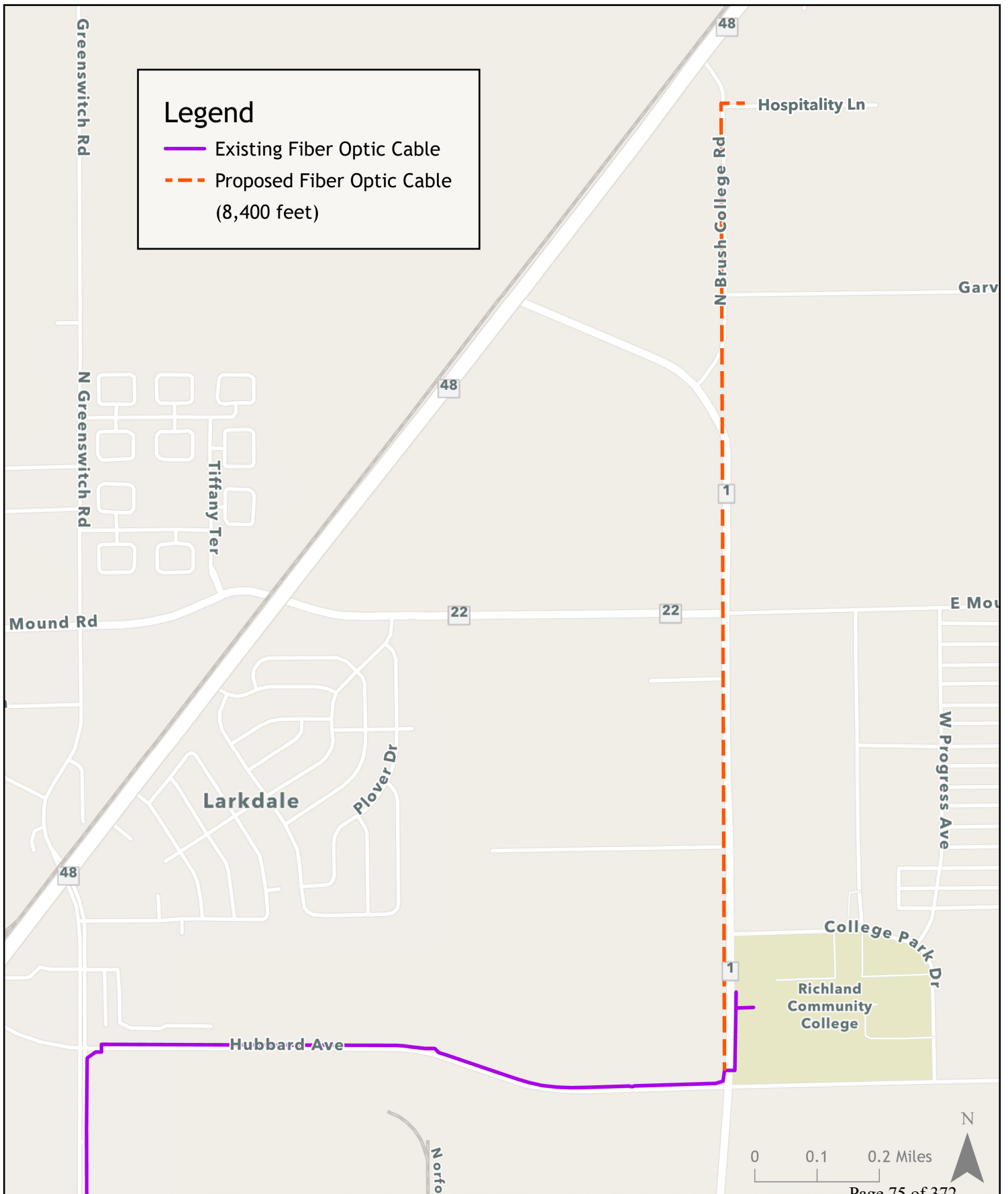
Act (30 ILCS 559/Art. 20). COD contractors will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

- h.** Compliance with Business Enterprise Program (BEP)- COD contractors acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. COD contractors shall maintain compliance with the BEP Utilization Plan which establishes a utilization goal of 8% for Minorities, Females, and Persons with Disabilities. Successful bidder will submit regular reporting to COD of compliance showing at least 8% participation of Minorities, Females, and Persons with Disabilities in the fulfillment of this project. COD contractors shall comply with all reporting requirements.
- i.** Compliance with the Employment of Illinois Workers on Public Works Act- COD contractors acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the City of Decatur is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then COD contractors shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. COD contractors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved.



Proposed Fiber Optic Cable Extension

City of Decatur, Illinois



Public Works

DATE: 8/13/2023

MEMO: 2023-81

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration City Project 2023-08

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the Annual Street Restoration Project, City Project 2023-08, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$1,325,000 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of \$1,253,617.14 as the low bid plus \$71,382.86 for project contingencies. The contract documents excluding project specific drawings, conditions, and provisions are attached.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, surface type (i.e. brick, concrete, asphalt, etc.), and traffic volume. This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The Street Restoration project will perform mill and overlay work along S. Franklin St., Airport Plaza Dr., E. Maryland Ave., and N. 27th St. These roads show signs of surface fatigue due to age. The surface needs to be replaced before defects further degrade the road's base. E. Boyd Rd. near Pilot and the deteriorating concrete median on W. Main St. west of Fairview Ave. will receive a large asphalt patch. Crack filling operations will take place on E. Fitzgerald Rd., Airport Rd., W. First Dr., and E. Mound Rd. In total, of the City's 825 total lane miles, 5.4 lane miles will be rehabilitated, and 12.9 lane miles will receive a maintenance treatment as part of this project.

The street list for the State MFT Street Restoration are as follows (see attached location map):

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (FT)</u>	<u>Length (Lane Miles)</u>	<u>Average Daily Traffic (ADT)</u>	<u>Functional Classification</u>	<u>Designed Treatment</u>

FRANKLIN ST	8TH DR	FRANKLIN FRONTAGE	3,626	2.75	9,450	Minor Arterial	Mill & Overlay Class B Patch
AIRPORT PLAZA DR	MARYLAND ST	US RT 36	669	0.25	3,300	Local Street	Mill & Overlay
MARYLAND ST	AIRPORT PLAZA DR	MOUNT ZION RD	1,159	0.66	4,950	Major Collector	Mill & Overlay Class D Patch
27 TH ST	GARFIELD AVE	KILE ST	4,694	1.78	3,700	Major Collector	Mill & Overlay, Agg Shoulders
BOYD RD	@ IL RT 48		34	-	4,500	Minor Collector	Mill & Overlay Patch
MAIN ST	@ FAIRVIEW AVE		237	-	6,850	Minor Arterial	Partial Depth Median Rem. & Overlay Patch
FITZGERALD RD	LOST BRIDGE RD	3597 E FITZGERALD	3,860	1.46	1,900	Major Collector	Crack Filling
AIRPORT RD	RAILROAD	IL 105	10,957	4.15	7,800	Minor Arterial	Crack Filling
FIRST DR	MAIN ST	FRANKLIN STREET RD	1,023	0.58	4,950	Local Street	Crack Filling
MOUND RD	WOODFORD ST	IL 48	7,054	6.68	9,350	Minor Arterial	Crack Filling
Total			33,313	18.31			

In addition to the paving on these streets, sidewalk curb ramps and curb and gutter at curb ramps will be replaced. New pavement striping will be installed. Utilities will be adjusted.

Letting Results

The project scope and specifications were prepared by the Engineering Division and approved by the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax funds. The project was advertised on August 2, 2023 and August 9, 2023. Bids were opened on August 15, 2023. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company	\$1,253,617.14	(10.81%)
Engineer's Estimate	\$1,405,527.64	-----

Three contractors took out bid packages and only one submitted a bid. Dunn Company provided the lowest responsible bid at 10.81% under the engineer's estimate. Dunn Company has successfully completed many jobs

responsible bid at 10.61% under the engineer's estimate. Dunn Company has successfully completed many jobs of this type for the City. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation (IDOT) for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax funds.

SCHEDULE:

Following approval of the contract by the City Council the contracts will be forwarded to IDOT in Effingham for approval. Work on this project will begin after a "Notice to Proceed" has been issued from the City. The Street Restoration project is scheduled to be complete by mid-May 2024.

PRIOR COUNCIL ACTION:

June 20, 2023 – Council approved Resolution R2023-126 appropriating \$1,300,000 of Motor Fuel Tax funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

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

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation

LEGAL REVIEW: The specifications for the Street Restoration project were reviewed by Legal on July 28, 2023.

STAFF REFERENCE: Matthew Newell, Public Works Director and Paul Caswell, City Engineer. Matthew Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for a majority of this project is allocated in the State Motor Fuel Tax Fund. Water manhole and valve box adjustments will be funded out of the Water Fund (\$61,465). Sanitary manhole adjustments will be funded out of the Sanitary Sewer Fund (\$27,440). Storm manhole and catch basin adjustments will be funded out of the Storm Water Fund (\$21,335). It is proposed that a total project expenditure of \$1,325,000 be authorized which includes \$1,214,760 of State Motor Fuel Tax funds and \$110,240 for utility adjustments. The requested funding represents the low bid amount of \$1,253,617.14 plus \$71,382.86 for project contingencies.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

MINORITY PARTICIPATION GOALS ON STATE MOTOR FUEL TAX FUNDED PROJECTS:

The City receives State Motor Fuel Tax funds which are used to perform contract maintenance on streets and bridges on a regular basis. The expenditure of State MFT funds is highly regulated by the Illinois Department of Transportation. The City's minority participation goals may not be applied to State MFT projects.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for Annual Street	Resolution Letter

Restoration Project City Project 2023-08
Bid Tab
Location Maps

Backup Material
Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF TYROLT, INC. FOR
ANNUAL STREET RESTORATION PROJECT
CITY PROJECT 2023-08**

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

Section 1. That the tabulation of bids received for City Project 2023-08, Annual Street Restoration Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Dunn Company, a Division of Tyrolt, Inc., in the amount of \$1,325,000 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Dunn Company, a Division of Tyrolt, Inc, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$1,325,000.

PRESENTED and ADOPTED this 21st day of August, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk


Local Public Agency Formal Contract

Contractor's Name

Dunn Company, A Division of Tyrolt, Inc.

Contractor's Address

724 N. Mercer St

City

Decatur

State

IL

Zip Code

62522

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

23-00308-00-FP

Street Name/Road Name

Various

Type of Funds

Motor Fuel Tax Fund

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

Department of Transportation
☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Decatur	Various	Macon	23-00308-00-FP

- THIS AGREEMENT, made and concluded the 21st day of August between the City of Decatur, known as the party of the first part, and Dunn Company, A Division of Tyrolt, Inc, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00308-00-FP in City of Decatur, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Decatur
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Various	23-00308-00-FP

Bond information to be returned to Local Public Agency at One Gary K Anderson Plaza
Complete Address

We, Dunn Company, A Division of Tyrolt Inc.
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
One Million, Two Hundred Fifty-Three Thousand, Six Hundred Seventeen and 14/100-----
Dollars (\$1,253,617.14) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA and its awarding authority 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 shall be void; otherwise it shall 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 agents this _____ day of August, 2023.
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

Attest
Signature & Date

(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 IL
COUNTY OF MACON

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

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of **August, 2023**.
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF MACON

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

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of **August, 2023**.
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of **August, 2023**.
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

City Council

Awarding Authority Signature & Date

Municipality

Local Public Agency Type

Clerk



COVER SHEET

Proposal Submitted By:

Contractor's Name

DUNN COMPANY, A DIVISION OF TYROLT, INC.

Contractor's Address

124 N. MERCER STREET

City

DECATUR

State

IL

Zip Code

62522

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

23-00308-00-FP

Route(s) (Street/Road Name)

Various

Type of Funds

Motor Fuel Tax Fund

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Paul Caswell

Digitally signed by Paul Caswell
Date: 2023.07.25 10:38:56
-05'00'

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Jeffrey Meyer 07/25/23

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	23-00308-00-FP	Various

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Purchasing Division

1 Gary K. Anderson Plaza, Decatur, IL 62523	until	Name of Office	
		10:00 AM	on 08/15/23
		Time	Date

Sealed proposals will be opened and read publicly at the office of City Engineering

1 Gary K. Anderson Plaza, Decatur, IL 62523	at	Name of Office	
		10:00 AM	on 08/15/23
		Time	Date

DESCRIPTION OF WORK

Location	Project Length
Various City Streets	6.31 miles

Proposed Improvement

The proposed improvement consists of milling and overlaying various City streets at the depths specified, replacing curb ramps, Class B Patching, full depth and partial depth Class D Patching, utility adjustments, thermoplastic pavement markings and crack filling.

1. Plans and proposal forms will be available in the office of

Decatur Blue Print, Inc. 230 W. Wood Street Decatur, IL 62523	IDOT Certificate of Eligibility Required
---	--

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule 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 scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	23-00308-00-FP	Various

PROPOSAL

1. Proposal of DUNN COMPANY, A DIVISION OF TYROLT, INC.
724 N. MERGER STREET, DECATUR, IL 62522
Contractor's Name
Contractor's Address
2. The plans for the proposed work are those prepared by City of Decatur Engineering Division
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 75 working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Decatur Treasurer of _____.
The amount of the check is BID BOND IS ATTACHED (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 23-00308-00-FP.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	23-00308-00-FP	Various

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	23-00308-00-FP	Various

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City

State

Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

TYROL COMPANY, A DIVISION OF TYROL, INC.

Signature & Date

David W. Tyrol

Title

DAVID W. TYROL, PRESIDENT

Business Address

124 N. MARKET STREET

City

State

Zip Code

DECATUR

GA

32522

Insert Names of Officers

President

DAVID W. TYROL

Attest:



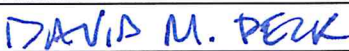
ASST. Secretary

DAVID M. PERK

Secretary



Treasurer





Contractor's Name

DANN COMPANY, A DIVISION OF TYROLT, INC.

Contractor's Address

724 N. MERION STREET

City

DECATUR

State

IL

Zip Code

62522

Local Public Agency

City of Decatur

County

Macon

Section Number

23-00308-00-FP

Route(s) (Street/Road Name)

Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
28000500	INLET & PIPE PROTECT	EACH	40	\$150.00	\$6,000.00
40600290	BIT MATLS TACK CT	POUND	17342.5	\$0.10	\$1,734.25
40600982	HMA SURF REM BUTT JT	SQ YD	183.2	\$34.25	\$6,274.60
40600990	TEMPORARY RAMP	SQ YD	491.8	\$16.40	\$8,065.52
40604052	HMA SC IL-9.5 C N70	TON	4310.8	\$131.80	\$568,163.44
42400200	PC CONC SIDEWALK 5	SQ FT	851.5	\$24.20	\$20,606.30
42400800	DETECTABLE WARNINGS	SQ FT	64.0	\$51.70	\$3,308.80
44000155	HMA SURF REM 1 1/2	SQ YD	14567.8	\$3.15	\$45,888.57
44000157	HMA SURF REM 2	SQ YD	23,771.1	\$3.05	\$72,501.86
44000500	COMB CURB GUTTER REM	FOOT	192.0	\$33.00	\$6,336.00
44000600	SIDEWALK REM	SQ FT	798.2	\$6.05	\$4,829.11
44003510	MEDIAN REMOVAL (PD)	SQ FT	4,093.5	\$1.25	\$5,116.88
44200970	CL B PATCH T2 10	SQ YD	228.4	\$256.30	\$58,538.92
44200974	CL B PATCH T3 10	SQ YD	124.4	\$254.10	\$31,610.04
44200976	CL B PATCH T4 10	SQ YD	36.7	\$251.90	\$9,244.73
44201729	CL D PATCH T2 7	SQ YD	10.7	\$230.40	\$2,465.28
44201733	CL D PATCH T3 7	SQ YD	16.0	\$198.35	\$3,173.60
44201735	CL D PATCH T4 7	SQ YD	37.3	\$161.55	\$6,025.82
44201297	DOWEL BARS 1	EACH	371	\$30.80	\$11,426.80
44213200	SAW CUTS	FOOT	2,103.0	\$9.35	\$19,663.05

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Decatur		Macon		23-00308-00-FP		Various
Item Number	Items	Unit	Quantity	Unit Price	Total	
44213202	TIE BARS 1	EACH	371	\$ 22.00	\$ 8,162.00	
44213204	TIE BARS 3/4	EACH	56	\$ 22.00	\$ 1,232.00	
45100200	CRACK FILLING	POUND	9,288.0	\$ 6.10	\$ 56,656.80	
48102100	AGG WEDGE SHLD TYPE B	TON	101.2	\$ 134.05	\$ 13,565.86	
60250600	CB ADJ NEW T3F&G	EACH	1	\$ 3,575.00	\$ 3,575.00	
60255700	MAN ADJ NEW T1F OL	EACH	1	\$ 3,920.00	\$ 3,920.00	
60255800	MAN ADJ NEW T1F CL	EACH	11	\$ 3,920.00	\$ 43,120.00	
60300410	VAL BOX FR ADJ NEW FR	EACH	13	\$ 4,125.00	\$ 53,625.00	
60604100	COMB CC&G TB6.12 MOD	FOOT	178.0	\$ 146.30	\$ 26,041.40	
60604300	COMB CC&G TB6.12 VWGF	FOOT	7.0	\$ 154.00	\$ 1,078.00	
70300100	SHORT TERM PAVT MKING	FOOT	1480	\$ 4.20	\$ 6,216.00	
70300150	SHRT TRM PAVT MK REM	SQ FT	493.3	\$ 0.95	\$ 468.64	
78000100	THPL PVT MK LTR & SYM	SQ FT	656.8	\$ 5.78	\$ 3,796.30	
78000400	THPL PVT MK LINE 6	FOOT	24659.8	\$ 1.43	\$ 35,263.51	
78000600	THPL PVT MK LINE 12	FOOT	1715.1	\$ 2.64	\$ 4,527.86	
78000650	THPL PVT MK LINE 24	FOOT	448.4	\$ 5.50	\$ 2,466.20	
88600100	DET LOOP T1	FOOT	1245.0	\$ 60.30	\$ 75,073.50	
Z0048665	RR PROT LIABILITY INS	LSUM	1	\$ 13,450.00	\$ 13,450.00	
Bidder's Total Proposal					\$ 1,253,617.14	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
City of Decatur	Macon	23-00308-00-FP

WE, Dunn Company, a division of Tyrolt, Inc. as PRINCIPAL, and United Fire & Casualty Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th of August, 2023
Day Month and Year

Principal

Company Name
Dunn Company, a division of Tyrolt, Inc.
Signature & Date
By: <u>David W Tyrolt</u> 8/15/23
Title
David W Tyrolt, President

Company Name
Signature & Date
By:
Title

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

Surety

Name of Surety
United Fire & Casualty Company

Signature of Attorney-in-Fact Signature & Date
By: <u>Wesley Shade</u> 8/15/23

STATE OF IL
COUNTY OF MACON

I Catherine L Ater, a Notary Public in and for said county do hereby certify that

David W Tyrolt and Wesley Shade

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 15th day of August, 2023
Day Month and Year

(SEAL, if required by the LPA)



Notary Public Signature & Date
<u>Catherine L Ater</u> 8/15/23
Date commission expires <u>May 7, 2027</u>



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

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

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

KEVIN J. BREHENY, MICHAEL K. BREHENY, TIM R. PATTON, JAMES D. MORGASON, DANIEL A. MARTINI, ASHLYN B. TUCKER, MATTHEW D. BENNETT, WESLEY SHADE, HOLLI SCHOREY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

"Article VI – Surety Bonds and Undertakings"

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

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

15th day of November, 2017



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

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann

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



Judith A. Jones
 Iowa Notarial Seal
 Commission number 173041
 My Commission Expires 4/23/2024

Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 15th day of August, 2023.



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

BPOA0049 1217



Local Public Agency

County

Street Name/Road Name

Section Number

City of Decatur

Macon

Various

23-00308-00-FP

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

PLEASE SEE ATTACHED DUNN COMPANY APPRENTICESHIP & TRAINING PROGRAMS DOCUMENT.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Signature & Date

DUNN COMPANY, A DIVISION OF TYROL, INC.

Title

VICE PRESIDENT

Address

124 N. MOORE STREET

City

DECATUR

State

IL

Zip Code

62522

DAVID M. PERKINS

08-08-23



A Division of Tyrolt, Inc.

PAVING • MILLING • STABILIZATION

APPRENTICESHIP & TRAINING PROGRAMS

Dunn Company is a participant in the following Apprenticeship & Training Programs:

Laborers:

United States Department of Labor – Bureau of Apprenticeship approved Apprentice & Training Program for the trade of Construction Craft Laborer through the Laborers' International Union of North America and Illinois Laborers & Contractors Joint Apprenticeship & Training Program, R.R. 3, Mt. Sterling, IL 62353

Operators:

Apprenticeship and Skill Improvement Program, Operating Engineer Local #150, 19800 W. South Arsenal Road, Wilmington, IL 60481

Peoria Operating Engineers Area Joint Apprenticeship Committee, Local #649, 6408 W. Plank Road, Peoria, IL 61804

Operating Engineers Apprenticeship and Skill Improvement Committee for Central Illinois, Local #965, 3208 Young Road, Mechanicsburg, IL 62545

International Union of Operating Engineers, Local #841, Apprenticeship and Training Program, P.O. Box 146, Universal, IN 47884

Office of Apprenticeship Training, Bureau of Apprenticeship and Training, Local #520, 516 Engineer Road, Granite City, IL 62040

International Union of Operating Engineers, Local #318 Joint Apprenticeship and Training Program, 8963 Crenshaw Road, Marion, IL 62959

Teamsters:

The Illinois Conference of Teamsters affiliated with the International Brotherhood of Teamsters, Joint Council No. 25 Training Fund.

Documentation of the above may be obtained by calling Dunn Company, (217) 429-4444.



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Various	23-00308-00-FP

I, DAVID M. PEUK of Decatur, ILLINOIS,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the VICE PRESIDENT of DUNN COMPANY, A
Officer or Position Bidder
DIVISION OF TYPOT, INC.
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, DUNN COMPANY, A
Bidder
DIVISION OF TYPOT, INC., will maintain a business office in the
 State of Illinois, which will be located in MAISON County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

[Signature] 08-08-23

Print Name of Affiant

DAVID M. PEUK, VICE PRESIDENT

Notary Public

State of IL

County MAISON

Signed (or subscribed or attested) before me on 08-08-23 by
(date)

DAVID M. PEUK, authorized agent(s) of
(name/s of person/s)
DUNN COMPANY, A
DIVISION OF TYPOT, INC.
Bidder



(SEAL)

Notary Public Signature & Date

[Signature] 08-08-23
 My commission expires 06-24-2027

NON-COLLUSION AFFIDAVIT

STATE OF Illinois)
) ss
COUNTY OF Marion)

RETURN WITH BID

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

Signed:

[Signature]

Title

DAVID M. PERK, VICE PRESIDENT

Subscribed and sworn to before me this 8th day of AUGUST, 2023.

(SEAL)



[Signature]
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.



DUNNCOM-01

MREED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2023

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Mackenzie Reed PHONE (A/C, No, Ext): (217) 859-7048 E-MAIL ADDRESS: mreed@firstmid.com FAX (A/C, No): (217) 877-0795
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC #: 15350

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X		A210838	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			A210838	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 0	☒ OCCUR ☐ CLAIMS-MADE		A210838	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	A210843	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			A210838	1/1/2023	1/1/2024	Limit 690,000
A	Installation Floater			A210838	1/1/2023	1/1/2024	Limit 35,000

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

RE: City Project 2023 State Motor Fuel Tax Street Improvement- Various Streets- Macon County
City of Decatur and City Project 2023 State Motor Fuel Tax Street Improvement, its officers and employees are named as additional insureds under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

Mackenzie Reed



Illinois Department of Transportation

Certificate of Eligibility

Dunn Company
724 North Mercer Street DECATUR, IL 62522

Contractor No 1550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$84,986,000.00

001	EARTHWORK	\$1,450,000
003	HMA PLANT MIX	\$16,200,000
006	CLEAN & SEAL CRACKS/JOINTS	\$425,000
007	SOIL STABILIZATION & MOD.	\$9,275,000
032	COLD MILL, PLAN. & ROTOMILL	\$5,175,000
042	COLD (IN-PLACE) RECYCLING	\$18,150,000
08A	AGGREGATE BASES & SURF. (A)	\$2,975,000
15A	COVER & SEAL COATS (A)	\$4,225,000

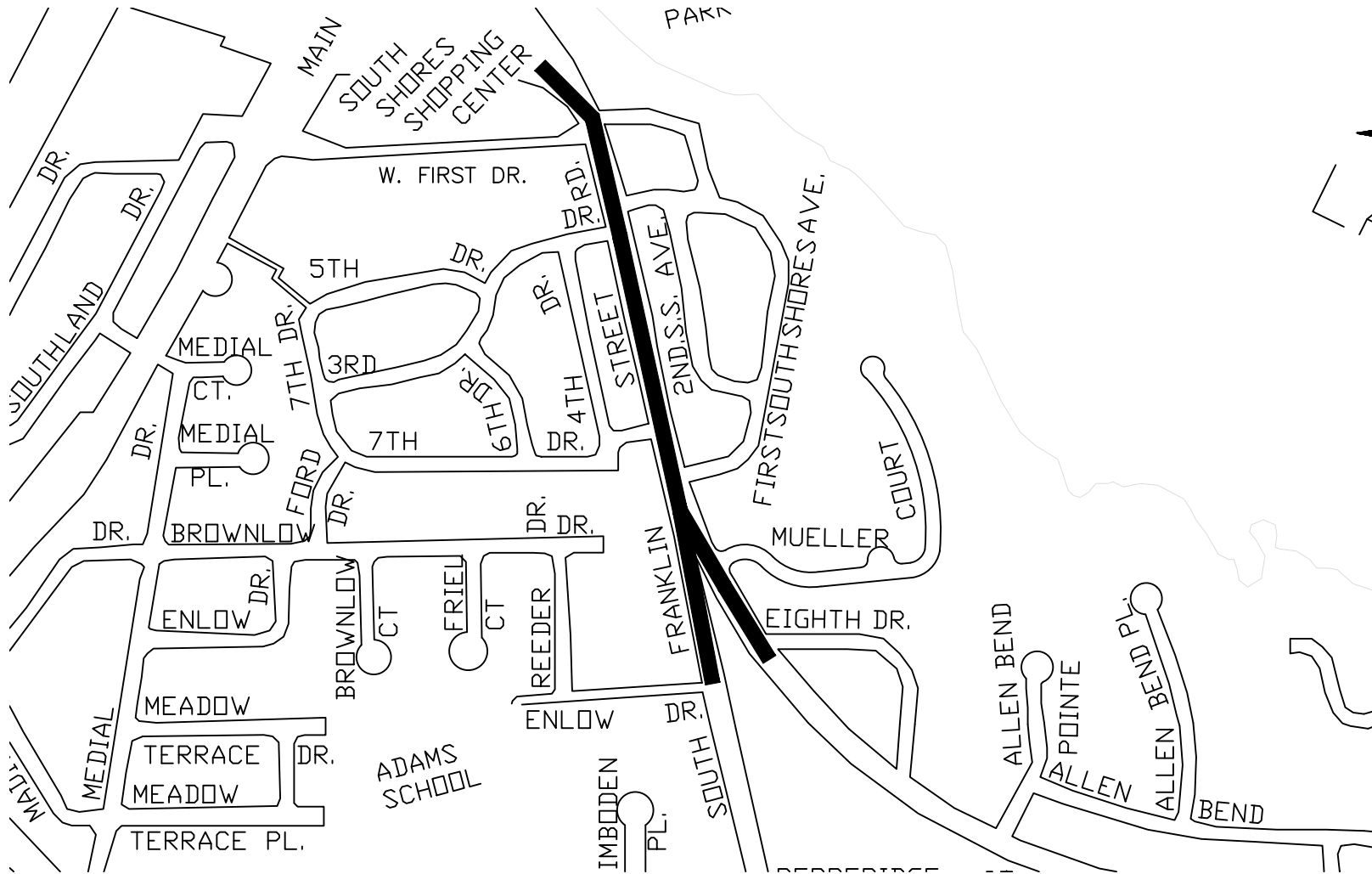
THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/25/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/25/2023.


Engineer of Construction

Project Name: Annual Street Restoration Project				Engineer's Estimate		Dunn Company	
Project Number: 2023-08 Section 23-00308-00-FP				City Engineering Division		724 N. Mercer Street Decatur, IL 62522	
Bid Date: August 15, 2023							
Time: 10:00 a.m.							
Fund: Storm Water, Sanitary Sewer, Water Main, State MFT				Contact Person David W. Tyrolt 217 429 4444 david.tyrolt@dunncor.com			
Organization Code: 78487806, 79487906, 81808118, 46484606							
Object Code: 489040, 489030, 488800, 489070							
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
28000500	INLET AND PIPE PROTECTION	40.00	EACH	\$100.00	\$4,000.00	\$150.00	\$6,000.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	17,342.50	POUND	\$1.16	\$20,117.30	\$0.70	\$12,139.75
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	183.20	SQ YD	\$28.70	\$5,257.84	\$34.25	\$6,274.60
40600990	TEMPORARY RAMP	491.80	SQ YD	\$16.50	\$8,114.70	\$16.40	\$8,065.52
40604052	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	4,310.80	TON	\$141.20	\$608,684.96	\$131.80	\$568,163.44
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	851.50	SQ FT	\$23.32	\$19,856.98	\$24.20	\$20,606.30
42400800	DETECTABLE WARNINGS	64.00	SQ FT	\$48.50	\$3,104.00	\$51.70	\$3,308.80
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	14,567.80	SQ YD	\$5.00	\$72,839.00	\$3.15	\$45,888.57
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	23,771.10	SQ YD	\$5.50	\$130,741.05	\$3.05	\$72,501.86
44000500	COMBINATION CURB AND GUTTER REMOVAL	192.00	FOOT	\$28.87	\$5,543.04	\$33.00	\$6,336.00
44000600	SIDEWALK REMOVAL	798.20	SQ FT	\$5.20	\$4,150.64	\$6.05	\$4,829.11
44003510	MEDIAN REMOVAL PARTIAL DEPTH	4,093.50	SQ FT	\$5.50	\$22,514.25	\$1.25	\$5,116.88
44200970	CLASS B PATCHES, TYPE II, 10 INCH	228.40	SQ YD	\$174.00	\$39,741.60	\$256.30	\$58,538.92
44200974	CLASS B PATCHES, TYPE III, 10 INCH	124.40	SQ YD	\$169.00	\$21,023.60	\$254.10	\$31,610.04
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	36.70	SQ YD	\$162.00	\$5,945.40	\$251.90	\$9,244.73
44201729	CLASS D PATCHES, TYPE II, 7 INCH	10.70	SQ YD	\$130.00	\$1,391.00	\$230.40	\$2,465.28
44201733	CLASS D PATCHES, TYPE III, 7 INCH	16.00	SQ YD	\$128.00	\$2,048.00	\$198.35	\$3,173.60
44201735	CLASS D PATCHES, TYPE IV, 7 INCH	37.30	SQ YD	\$126.00	\$4,699.80	\$161.55	\$6,025.82
44201297	DOWEL BARS 1"	371.00	EACH	\$28.87	\$10,710.77	\$30.80	\$11,426.80
44213200	SAW CUTS	2,103.00	FOOT	\$8.93	\$18,779.79	\$9.35	\$19,663.05
44213202	TIE BARS 1"	371.00	EACH	\$26.56	\$9,853.76	\$22.00	\$8,162.00
44213204	TIE BARS 3/4"	56.00	EACH	\$26.56	\$1,487.36	\$22.00	\$1,232.00
45100200	CRACK FILLING	9,288.00	POUND	\$4.30	\$39,938.40	\$6.10	\$56,656.80
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	101.20	TON	\$165.00	\$16,698.00	\$134.05	\$13,565.86
60250600	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	1.00	EACH	\$3,454.00	\$3,454.00	\$3,575.00	\$3,575.00
60255700	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	1.00	EACH	\$3,685.50	\$3,685.50	\$3,920.00	\$3,920.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	11.00	EACH	\$3,685.50	\$40,540.50	\$3,920.00	\$43,120.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	13.00	EACH	\$3,953.00	\$51,389.00	\$4,125.00	\$53,625.00
60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED)	178.00	FOOT	\$139.15	\$24,768.70	\$146.30	\$26,041.40
60604300	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (VARIABLE WIDTH GUTTER FLAG)	7.00	FOOT	\$215.00	\$1,505.00	\$154.00	\$1,078.00
70300100	SHORT TERM PAVEMENT MARKING	1,480.00	FOOT	\$5.88	\$8,702.40	\$4.20	\$6,216.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	493.30	SQ FT	\$1.26	\$621.56	\$0.95	\$468.64
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	656.80	SQ FT	\$12.13	\$7,966.98	\$5.78	\$3,796.30
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	24,659.80	FOOT	\$3.00	\$73,979.40	\$1.43	\$35,263.51
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	1,715.10	FOOT	\$6.10	\$10,462.11	\$2.64	\$4,527.86
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	448.40	FOOT	\$12.75	\$5,717.10	\$5.50	\$2,466.20
88600100	DETECTOR LOOP, TYPE I	1,245.00	FOOT	\$68.67	\$85,494.15	\$60.30	\$75,073.50
Z0048665	RAILROAD PROTECTION LIABILITY INSURANCE	1.00	LSUM	\$10,000.00	\$10,000.00	\$13,450.00	\$13,450.00
TOTAL BIDS (AS CORRECTED)					\$1,405,527.64	\$1,253,617.14	
Percent Over Under ENGINEER'S ESTIMATE						-10.81%	

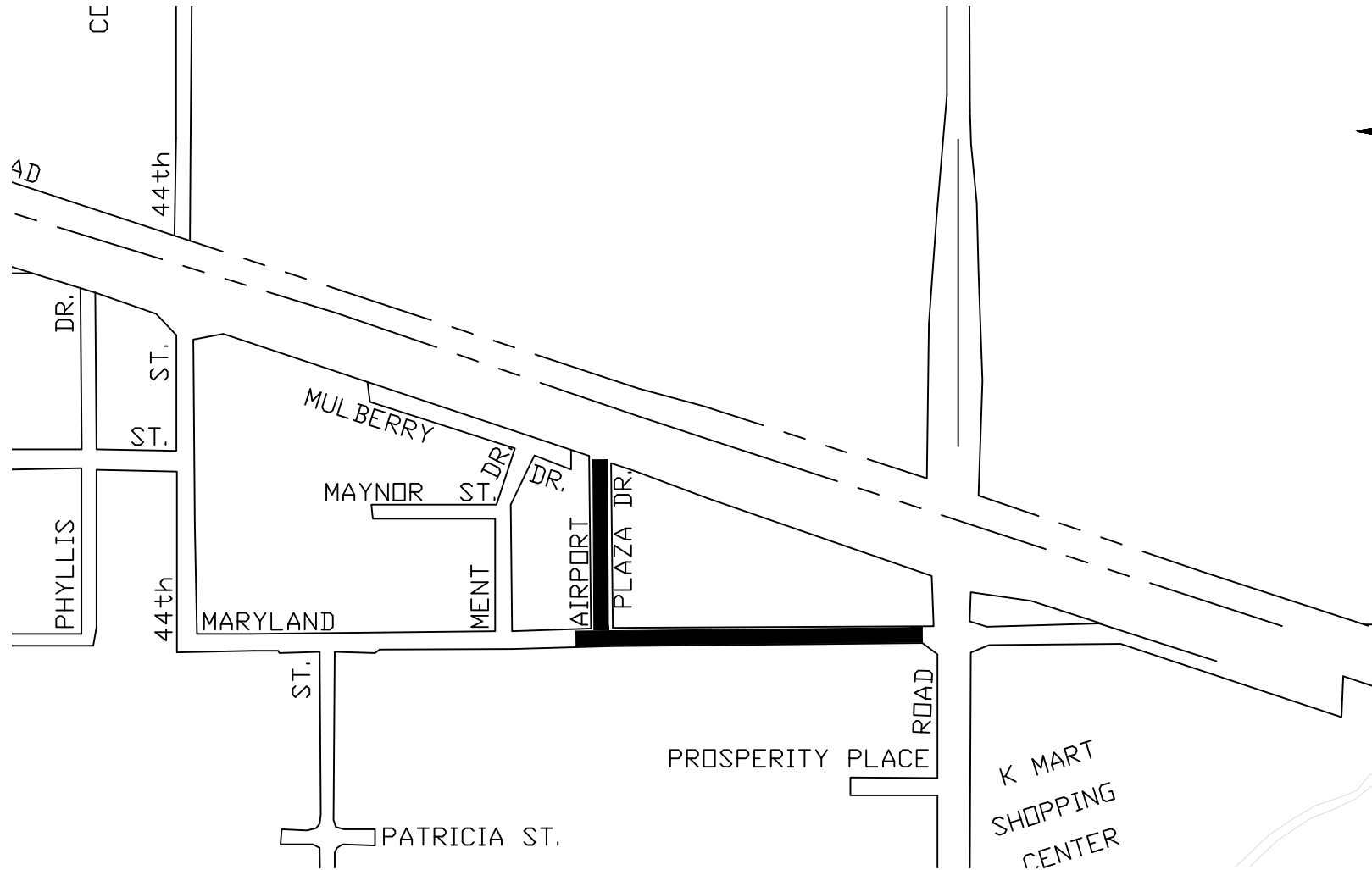

Paul E. Caswell, P.E., City Engineer

8/16/23
Date



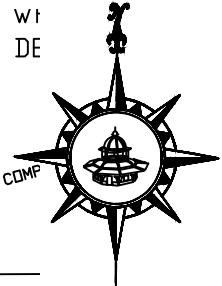
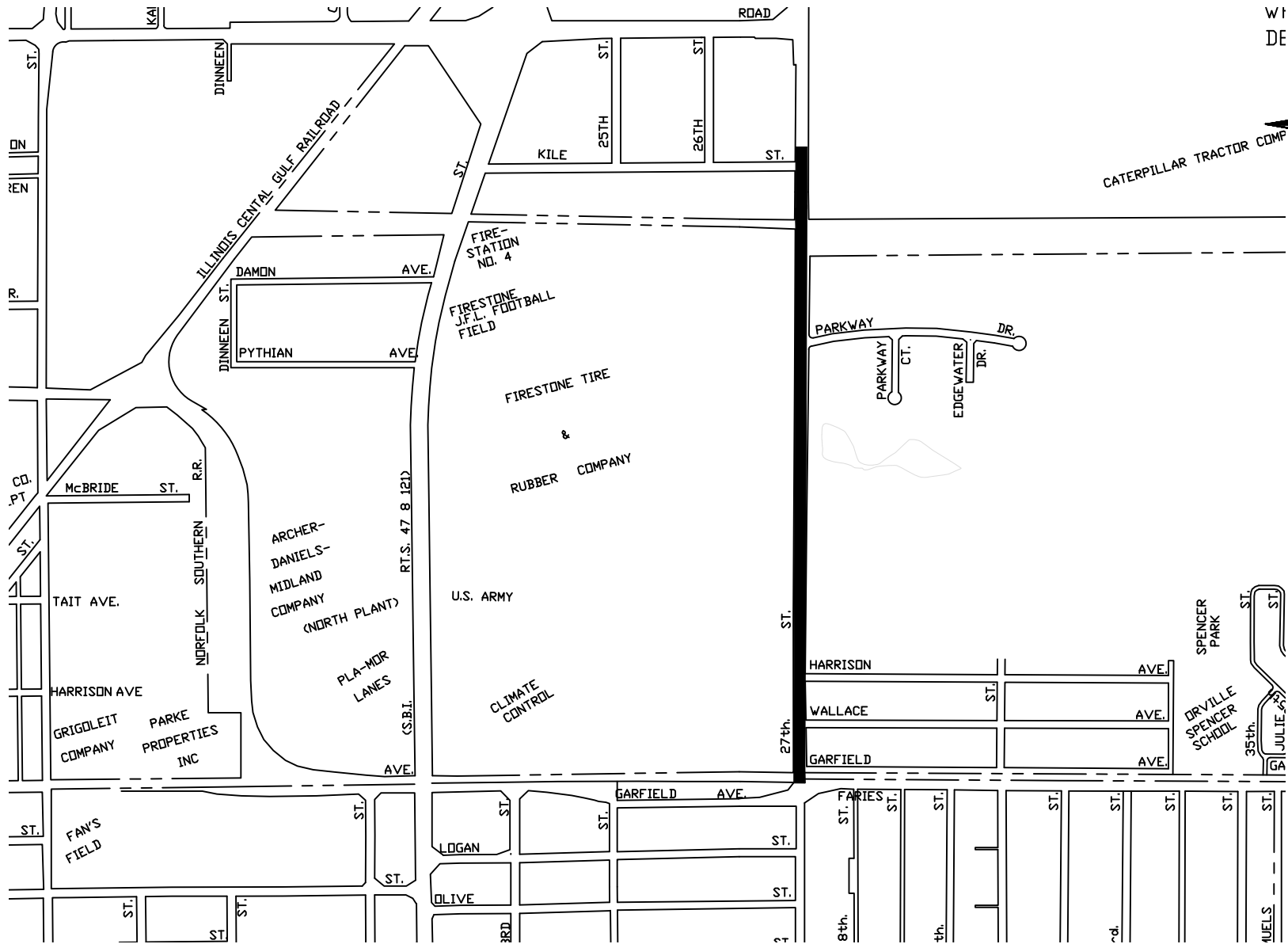
LEGEND

S. FRANKLIN STREET RD - 2" MILL & HMA SURFACE COURSE



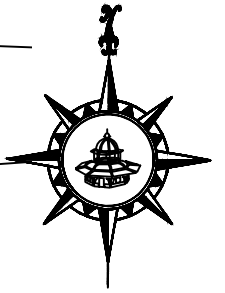
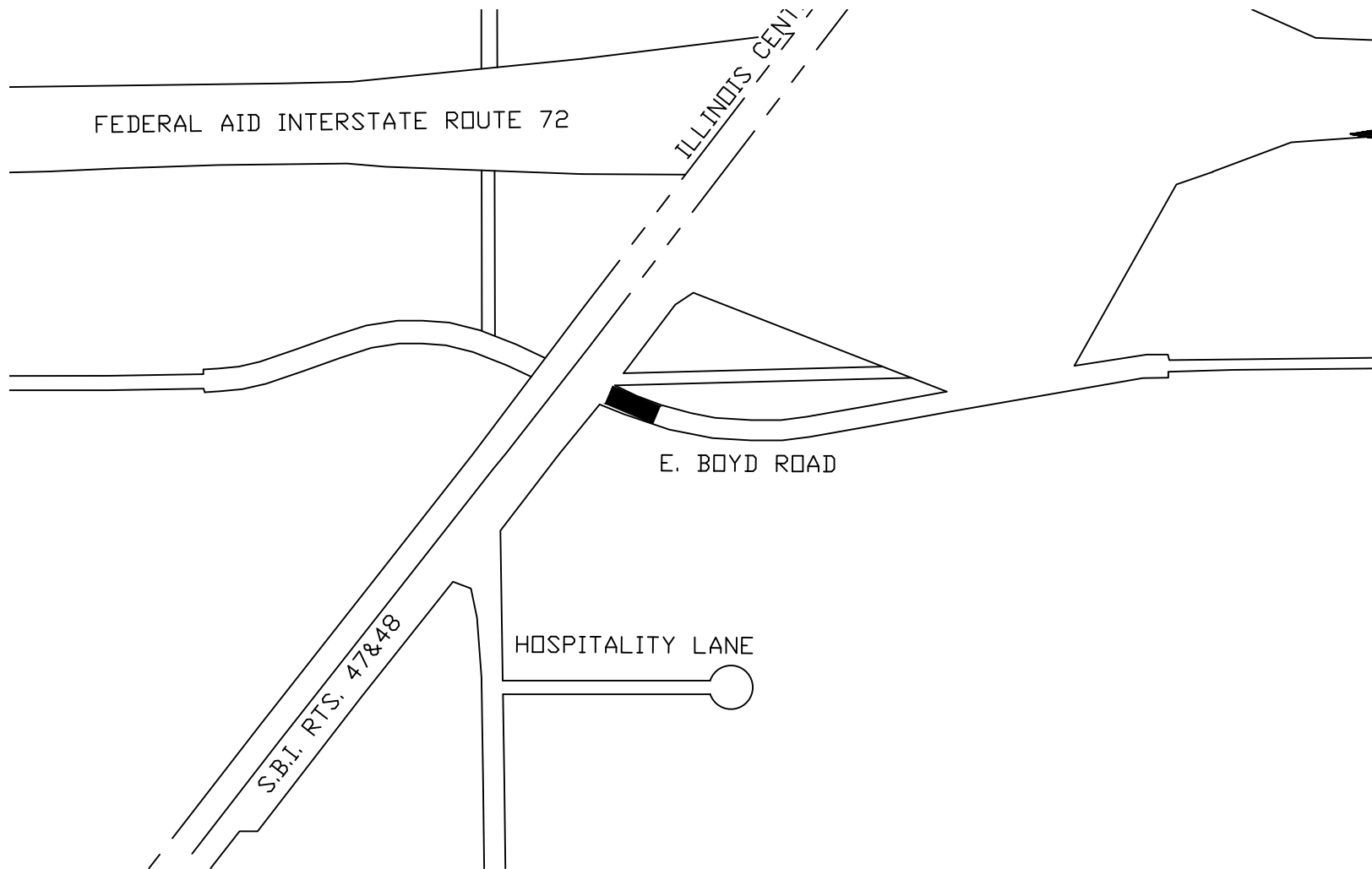
LEGEND

- AIRPORT PLAZA DR - 2" MILL & HMA SURFACE COURSE
- E. MARYLAND ST - 2" MILL & HMA SURFACE COURSE



LEGEND

 N 27th ST, E. GARFIELD AVE TO KILE ST - 1 1/2" MILL AND HMA SURFACE COURSE

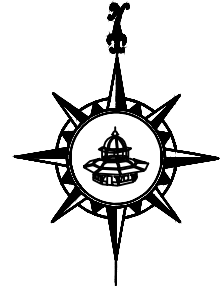
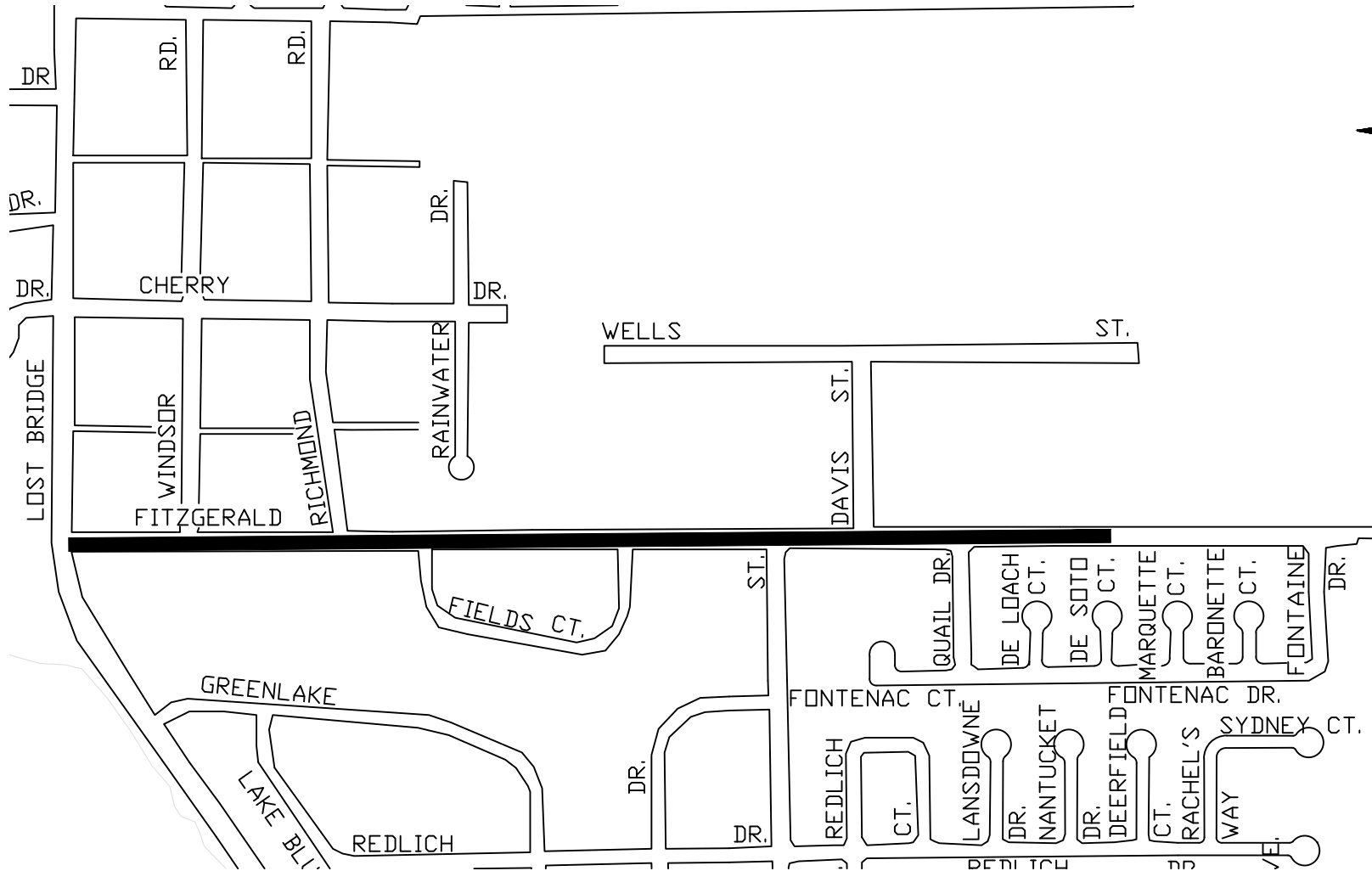


LEGEND

 E. BOYD ROAD - 2 INCH MILL & HMA SURFACE COURSE



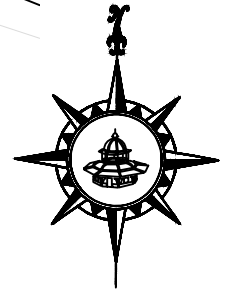
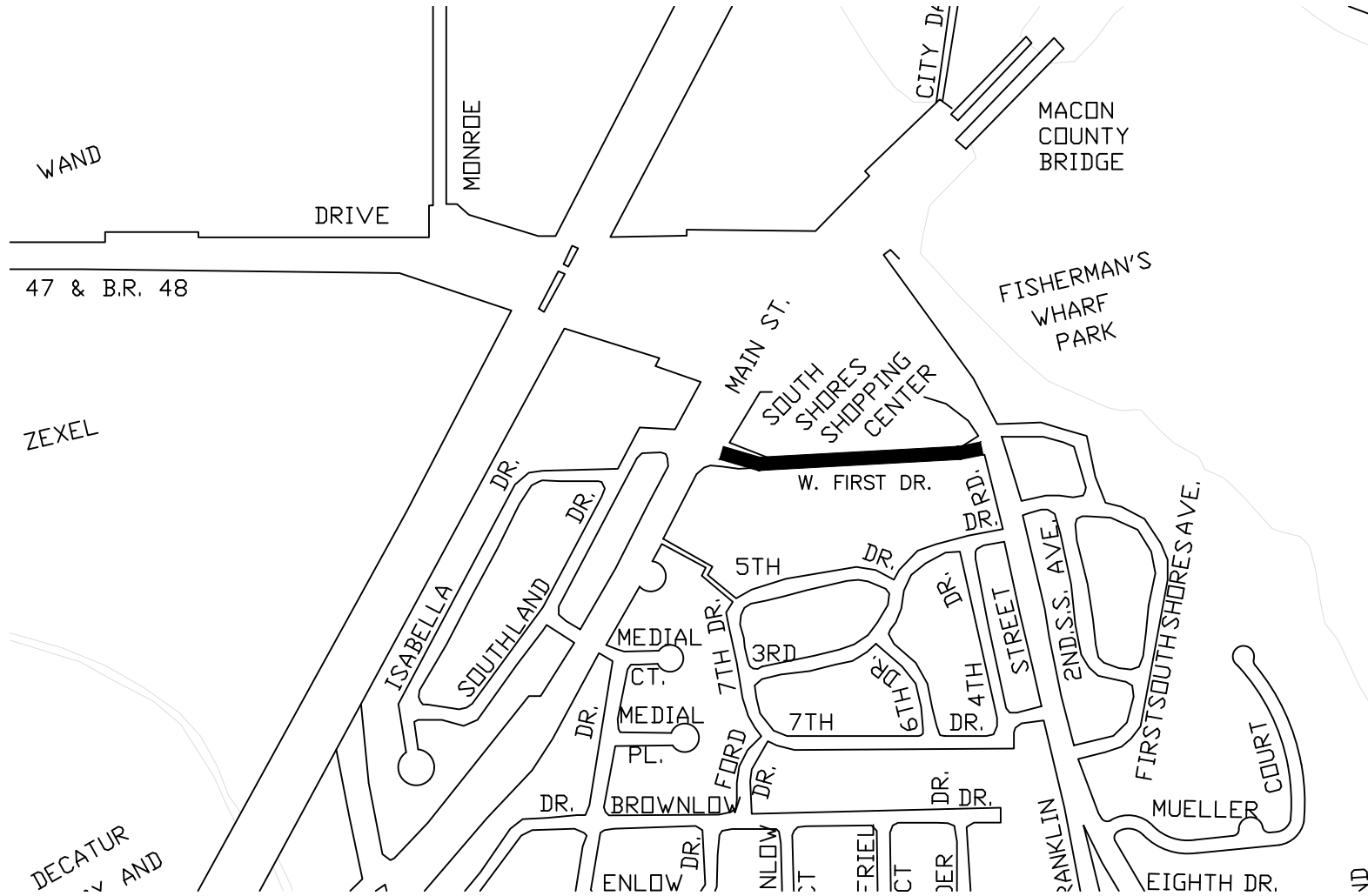
W. MAIN ST - 1 1/2 INCH MILL & HMA SURFACE COURSE



LEGEND

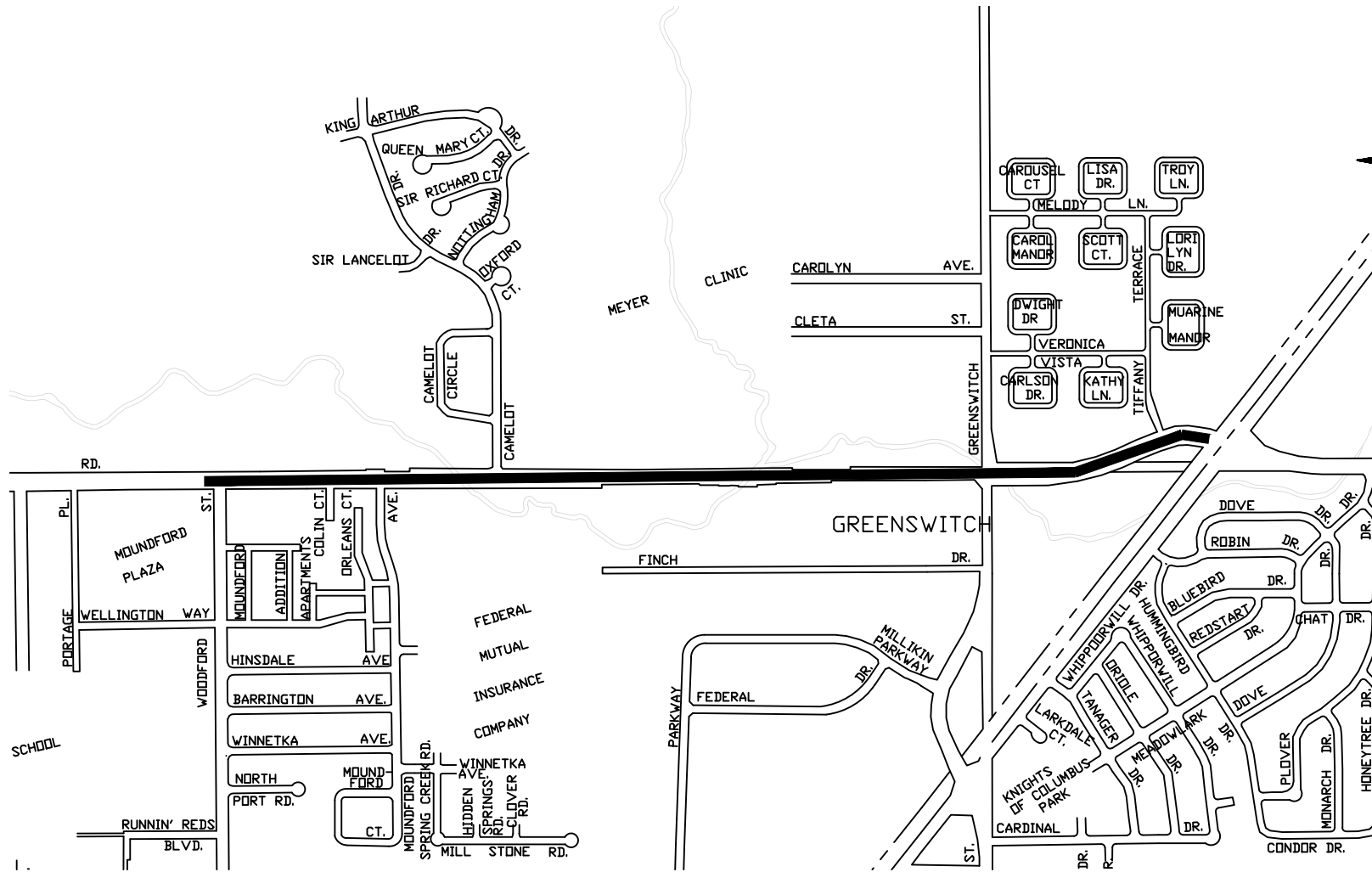
E. FITZGERALD RD - CRACK FILLING

AIRPORT RD - CRACK FILLING



LEGEND

FIRST DR - CRACK FILLING



LEGEND

■ MOUND RD - CRACK FILLING

Public Works

DATE: 8/13/2023

MEMO: 2023-84

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2023 Local Motor Fuel Tax Street Improvement Project, City Project 2023-25

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the 2023 Local Street Improvement Project, City Project 2023-25, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$1,082,728.25 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, surface type (i.e. brick, concrete, asphalt, etc.) and traffic volume. This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement project. At the request of past City Councils, Engineering staff has prioritized the use of Local MFT funds on local residential streets. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The Street Improvement project will perform mill and overlay work on Northland Dr., E. Garfield Ave., W. Forest Ave., and W. Decatur St. E Faries Parkway will receive an overlay. These roads show signs of surface fatigue due to age. The surface needs to be replaced before defects further degrade the road's base. In total, 4.79 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

The locations for the Local MFT Street Improvement are as follows (see attached location map):

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (FT)</u>	<u>Length (Lane Miles)</u>	<u>Average Daily Traffic (ADT)</u>	<u>Functional Classification</u>	<u>Designed Treatment</u>
---------------	-------------	-----------	------------------------	------------------------------------	--	--------------------------------------	-------------------------------

NORTHLAND DR	OHIO DR	MAIN ST	2,037	0.77	2,000	Local Street	Mill & Overlay
GARFIELD AVE	22ND ST	27TH ST	2,725	2.06	7,100	Minor Arterial	Mill & Overlay
FOREST AVE	DENNIS AVE	FAIRVIEW AVE	1,984	0.75	850	Minor Collector	Mill & Overlay & Ramps
DECATUR ST	UNION ST	MAIN ST	1,049	0.40	4,700	Major Collector	Mill & Overlay & Ramps
FARIES PARKWAY (CITY)	NS RR	CITY LIMIT	1,783	0.68	3,850	Major Collector	Mill & Overlay & Agg Shldr
FARIES PARKWAY (PARK DISTRICT)	CITY LIMIT	.06 MI N CITY LIMIT	350	0.13	3,850	Major Collector	Mill & Overlay & Agg Shldr
MAIN STREET	@ FRANKLIN STREET		-----	-----	1,200	Major Collector	Pavement Marking
Total			9,928	4.79			

Prior to paving these streets, lead water services will be replaced where they exist. Vacant lots will have their old water services disconnected at the water main.

In addition to the paving on these streets, sidewalk ramps, curb and gutter and curb walls at sidewalk ramps will be replaced. New pavement striping will be installed. Utilities will be adjusted.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on August 2, 2023, and bids were opened on August 15, 2023. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company	\$1,082,728.25	(7.68%)
Engineer's Estimate	\$1,172,842.11	-----

Two contractors took out a bid package for the Local Street Improvement Project, and one submitted a bid. Dunn Company provided the lowest responsible bid at 7.68% below the engineer's estimate. Dunn Company has successfully completed many jobs of this type for the City.

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:

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 a requirement for City Projects. Dunn Company will self-perform 57.74% of the contract and subcontract out the other 42.26% with 2.89% being performed by Minority Business Enterprises (MBE). This is below the 10% minimum goal to be performed by MBE's, but Dunn Company provided documentation showing they made a good-faith-effort to search for MBE's for each subcontracting opportunity.

SCHEDULE:

Following approval of the contract by the City Council, work on this project shall begin after a "Notice to Proceed" has been issued from the City. The 2023 Local Street Improvement project is scheduled to be completed May 31, 2024.

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

INPUT FROM OTHER SOURCES:

None

LEGAL REVIEW: The specifications for the Street Restoration project were reviewed by Legal on July 28, 2023.

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.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project will come from the Local Motor Fuel Tax Fund, the Water Fund, Sanitary Sewer Fund, Storm Water Fund, and a portion will be reimbursed by the Decatur Park District pending approval of an intergovernmental agreement. Water service replacements and valve box adjustments will be funded from the Water Fund (\$95,628.50). Sanitary sewer manhole adjustments will be funded from the Sanitary Sewer Fund (\$39,325). Storm manhole and catch basin adjustments will be funded out of the Storm Water Fund (\$99,559). A portion of E. Faries Parkway under Park District jurisdiction will be reimbursed by the Decatur Park District (\$12,926.52). It is proposed that a total project expenditure of \$1,082,728.25 be authorized which includes \$835,289.21 of Local Motor Fuel Tax funds including the \$12,926.52 reimbursed by the Decatur Park District and the amounts from the other sources listed. These amounts represent the low bid amount of \$1,082,728.25.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for 2023	Resolution Letter

Local Motor Fuel Tax Street Improvement
Project City Project 2023-25

Bid Tab

Location Maps

Backup Material

Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF TYROLT, INC. FOR
2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
CITY PROJECT 2023-25**

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

Section 1. That the tabulation of bids received for City Project 2023-25, Local Motor Fuel Tax Street Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Dunn Company, a Division of Tyrolt, Inc., in the amount of \$1,082,728.25 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Dunn Company, a Division of Tyrolt, Inc, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$1,082,728.25.

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

PRESENTED and ADOPTED this 21st day of August, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PROJECT MANUAL

2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECT 2023-25

August 2023

a project of the



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

FOR BIDDING

CITY OF DECATUR

2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

Julie Moore Wolfe, Mayor

Ed Culp

Dennis Cooper

David Horn

Pat McDaniel

Lisa Gregory

Chuck Kuhle

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

CITY OF DECATUR
2023 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT

CITY PROJECT 2023-25

INDEX

	<u>No. of Pages</u>
Cover Page.....	
City Officials.....	1
Index	2
Advertisement for Bids	3 to 4
Information for Bidders	5 to 8
Minority Participation Goals for Public Works Contracts.....	9 to 13
Bid Proposal.....	14 to 19
Minority Participation Forms.....	20 to 26
Non-Collusion Affidavit	27
Prevailing Wage Act Reporting	28 to 29
Contract.....	30 to 31
Contract Bond	32 to 33
General Conditions	34 to 45
Special Conditions	46 to 55
Special Provisions and Standard Specifications	56 to 69
Supplemental Specifications	70 to 74
Design, Details & Standard Drawings	

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 **10:00 A.M., Tuesday, August 15, 2023**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT CITY PROJECT 2023-25

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

The placement of approximately 2,450 tons of Hot-Mix Asphalt on various streets in the City of Decatur. There will also be about 400 feet of curb and gutter, 4,000 square feet of sidewalk, and 50 square yards of Class C patching. Approximately 5 water services will need to be replaced or disconnected prior to pavement restoration. The work also includes utility adjustments, thermoplastic pavement marking, traffic control, landscaping, and other related work items.

INSTRUCTIONS TO BIDDERS:

1. A **PRE-BID** will be held by **CONFERENCE CALL ONLY** on **August 9, 2023**, at **10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:
 - 1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

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

August 2, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2023 Local Motor Fuel Tax Street Improvement Project**

City Project No.: **2023-25**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

Each bid must be accompanied with a proposal guaranty a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

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

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

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

I. Description of the Minority Participation Goals Program:

- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

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

III. Waiver:

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

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

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

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

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

- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

SECTION 10-6. APPEALS:

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

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

SECTION 10-7. WAIVER:

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

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

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

BID PROPOSAL
RETURN WITH BID

For Construction of: **2023 Local Motor Fuel Tax Street Improvement Project**
City Project No.: **2023-25**
Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
<u>No. 1</u>	<u>8-10-2023</u>	<u>R</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

The undersigned Bidder expressly agrees to the following provisions:

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

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

SUBCONTRACTOR	TYPE OF WORK
1. <u>BURDICK PLUMBING</u>	<u>UNDERGROUND UTILITIES</u>
2. <u>MARENCO ENTERPRISES</u>	<u>EXCAVATION & TRUCKING</u>
3. <u>KIMBLE CONTRACTORS</u>	<u>CONCRETE</u>
4. <u>PETRONICA ELECTRICAL CO.</u>	<u>DEVIATION LOOPS</u>
5. <u>VAULTY STRIPING</u>	<u>PAVEMENT MARKINGS</u>
6. <u>A. BROWN TRUCKING</u> (POTENTIAL OVER \$5,000.00)	<u>TRUCKING</u>

DATE AUGUST 8, 2023(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

37-0901663Business Address &
E-mail Address(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail AddressesNames of All Members of
Firm(If a Corporation)
Corporate NameDUNN COMPANY, A
DIVISION OF TYROLT, INC.

(SEAL)

By:

Dr. David W. Tyrolt
Vice-PresidentBusiness Address &
E-mail AddressesDAVID W. TYROLT
david.tyrolt@dunnco.com
724 N. WILSON STREET
DECATUR, FL 32522

Names of Officers

DAVID W. TYROLT
PresidentDARIN C. LIPPOLD
Asst. SecretaryDAVID M. PEAK
Treasurer

Attest:

[Signature]
Asst. Secretary
DARIN C. LIPPOLD

BID PROPOSAL

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2023 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2023-25

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	12.40	<u>\$108.75</u>	<u>\$852.50</u>
28000500	INLET AND PIPE PROTECTION	EACH	50.00	<u>\$150.00</u>	<u>\$7,500.00</u>
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	16,374.85	<u>\$0.70</u>	<u>\$11,462.40</u>
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	267.00	<u>\$23.80</u>	<u>\$6,354.60</u>
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	1,963.00	<u>\$118.90</u>	<u>\$233,400.70</u>
40604052	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	TON	1,093.63	<u>\$138.20</u>	<u>\$151,139.67</u>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,980.20	<u>\$24.20</u>	<u>\$96,320.84</u>
42400800	DETECTABLE WARNINGS	SQ FT	323.50	<u>\$51.70</u>	<u>\$16,724.95</u>
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	SQ YD	31,047.74	<u>\$3.10</u>	<u>\$96,247.99</u>
44000500	CURB REMOVAL	FOOT	436.00	<u>\$33.00</u>	<u>\$14,388.00</u>
44000600	SIDEWALK REMOVAL	SQ FT	4,044.90	<u>\$6.05</u>	<u>\$24,471.65</u>
44201325	CLASS C PATCHES, TYPE I, 8 INCH	SQ YD	10.70	<u>\$385.00</u>	<u>\$4,119.50</u>
44213200	SAWCUTS	FOOT	120.00	<u>\$11.00</u>	<u>\$1,320.00</u>
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	TON	48.92	<u>\$169.42</u>	<u>\$8,288.03</u>
56201300	CORPORATION STOPS 3/4"	EACH	1.00	<u>\$1,540.00</u>	<u>\$1,540.00</u>
56500700	DOMESTIC WATER SERVICE BOXES TO BE REMOVED	EACH	4.00	<u>\$660.00</u>	<u>\$2,640.00</u>
56500800	DOMESTIC WATER SERVICE BOXES	EACH	3.00	<u>\$1,375.00</u>	<u>\$4,125.00</u>
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	7.00	<u>\$5,445.00</u>	<u>\$38,115.00</u>
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1.00	<u>\$2,255.00</u>	<u>\$2,255.00</u>
60250600	CATCH BASIN TO BE ADJUSTED WITH NEW TYPE 3 F & G	EACH	4.00	<u>\$3,575.00</u>	<u>\$14,300.00</u>
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	EACH	17.00	<u>\$3,921.50</u>	<u>\$66,665.50</u>
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	11.00	<u>\$4,125.00</u>	<u>\$45,375.00</u>
60500080	REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH	1.00	<u>\$3,272.50</u>	<u>\$3,272.50</u>

BID PROPOSAL
RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MOD)	FOOT	436.00	\$150.70	\$65,705.20
70300100	SHORT TERM PAVEMENT MARKING	FOOT	1,250.00	\$4.20	\$5,250.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	416.60	\$0.95	\$395.77
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	SQ FT	282.70	\$6.35	\$1,795.15
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	FOOT	17,303.20	\$1.60	\$27,685.12
78000600	THERMOPLASTIC PAVEMENT MARKING 12 INCH	FOOT	606.00	\$3.15	\$1,908.90
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	FOOT	161.80	\$6.60	\$1,067.88
78300201	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	204.10	\$5.50	\$1,122.55
88600100	DETECTOR LOOP, TYPE I	FOOT	141.00	\$53.05	\$7,480.05
X0001000	CURB WALL	FOOT	38.80	\$236.50	\$9,176.20
X3400004	RETAINING WALL REMOVAL	FOOT	38.80	\$22.00	\$853.60
X550B004	STORM SEWER HALF TRAP	EACH	7.00	\$1,512.50	\$10,587.50
X5620010	DISCONNECT WATER SERVICE	EACH	1.00	\$2,145.00	\$2,145.00
X5620091	WATER SERVICE LINE 3/4", (BORED)	EACH	179.00	\$148.50	\$26,581.50
Z0014900	CURB STOPS 3/4"	EACH	3.00	\$2,310.00	\$6,930.00
Z0048665	RAILROAD PROTECTION LIABILITY INSURANCE	LSUM	1.00	\$8,165.00	\$8,165.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	LSUM	1.00	\$55,000.00	\$55,000.00

TOTAL BID \$1,083,103.25

TOTAL BID IN WORDS:

ONE MILLION EIGHTY THREE THOUSAND ONE HUNDRED THREE DOLLARS & 25/100

corrected
\$1,082,728.25

over \$375.00
on total bid



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	AUGUST 14, 2023	Project Title:	2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,083,103.25	Project Number:	2023-25

Section I: Prime Contractor Information

Prime Contractor: DUNN COMPANY, A DIVISION OF TYROLT, INC.
1724 N. MERCER STREET
Address: DECATUR IL 62522
Phone: 217-429-4444
Contact Person: DAVID W. TYROLT
Email: david.tyrolt@dunanco.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
BURDICK PLUMBING	NON-MBE	\$184,395.00	17.02%	UNDERGROUND UTILITIES
MARENCO ENTERPRISES (EXISTING SUB TO BURDICK PLUMBING)	MBE	\$20,500.00	1.89%	EXCAVATING & TRUCKING
KINASEY CONTRACTORS	NON-MBE	\$211,890.85	19.56%	CONCRETE
PETRONICA ELECTRIC COMPANY	MBE	\$6,803.75	0.63%	DETERIOR LOOPS
VARSITY STRIPING	NON-MBE	\$30,099.02	2.78%	PAVEMENT MARKINGS
A. BROWN TRUCKING, LLC	MBE	\$4,000.00	0.37%	TRUCKING
Totals		\$457,689.22	42.26%	

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

Section III: Purchase of Goods, Materials, or Equipment

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

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
SMODAR TRUCKING	TRUCKING	WAS NOT LOWEST RESPONSIBLE BIDDER.
If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
* PLEASE SEE ATTACHED MINORITY OUTREACH & REQUESTS FOR QUOTATION 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 a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

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

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


 Signature of Prime Contractor
 DANIEL W. TYRON, PRESIDENT


 Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	08-14-2023	Project Title:	2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
		Project Number:	2023-25

Prime Contractor: DUNN COMPANY, A DIVISION OF TYROT, INC.
Address: 1724 N. MERIOT STREET
DECATUR, IL 62522
Phone: 217-429-4444
Contact Person: DAVID W. TYROT
Email: david.tyrot@dunneo.com

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

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

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

Signature of Prime Contractor
DAVID W. TYROT, PRESIDENT

08-14-2023
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 of Public Works Director

Public Works Director

8-15-23

Date



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor:

Address:

Phone:

Contact Person:

Email:

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

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1198

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	8-10-23	Project Title:	
Total Contract Value:	\$1,083,103.25	Project Number:	

Section I: Minority Business Enterprise (MBE) Information

Name:	A. Brown Trucking, LLC
Address:	509 Sheffield Dr. Decatur, IL 62526
Phone:	217-619-5004
Contact Person:	Cortez Brown
Email:	E.brown509@comcast.net

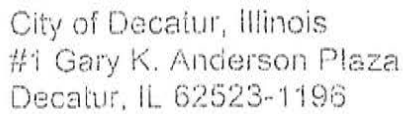
Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING	44,000.00	0.37%

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project, shall have an MBE Information Form signed by the prime contractor and MBE. If for whatever reason the Prime Contractor does not intend to use an MBE, a notification of Change in Participation Form and MBE Information Form with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information indicated herein is true and correct and the MBE subcontractor is certified, dependent on the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Intertial Supplier.

Prime Contractor Signature PRESIDENT	Print DAVID N. TYBOLT Date
Minority Business Enterprise Signature Cortez Brown Title Owner	Print Cortez Brown Date 8-10-23



Minority Business Enterprise (MBE) Information Form



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:	08/15/2023	Project Title:	2023 Local Motor Fuel Tax
Total Contract Value:	\$1,083,103.25	Project Number:	City# 2023-25

Section I: MBE Subcontractor Information

Subcontractor: Marengo Enterprises (2ND TIER SUBCONTRACTOR)

Address: 3490 Leghorn Rd. To BURDICK PLUMBING & HEATING COMPANY
Clinton, IL 61727

Phone: (217) 693-2484

Contact Person: Mirna Willoughby

Email: mirna.marengo.ent@gmail.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Excavating, Equipment & Trucking	\$20,500.00	1.89 %

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
<i>David W. Tyrolt</i>	DAVID W. TYROLT
Title	Date
PRESIDENT	08-14-2023
Subcontractor Signature	Print
<i>Mirna Willoughby</i>	Mirna Willoughby
Title	Date
President	08-14-2023



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

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

Page 144 of 372

Section III: Selected MBE Subcontractors

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

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

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

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

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

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

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

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

Signature of Prime Contractor

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS

COUNTY OF MAZON

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

Signed:

David W. Tyout
DAVID W. TYOUT, Title PRESIDENT

Subscribed and sworn to before me this 08th day of AUGUST, 2023.

(SEAL)



Tiffany C. Crow
Notary Public

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

PREVAILING WAGE ACT REPORTING

RETURN WITH BID

CITY OF DECATUR NOTICE TO CONTRACTORS PREVAILING WAGE ACT

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

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

PREVAILING WAGE ACT REPORTING

RETURN WITH BID

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

Date: _____ Date: AUGUST 14, 2023

City of Decatur, Illinois

David W. Tyrolt
Contractor
DUNN COMPANY, A DIVISION OF TYROLT, INC.
DAVID W. TYROLT, PRESIDENT



Illinois Department of Transportation

Certificate of Eligibility

Dunn Company

724 North Mercer Street DECATUR, IL 62522

Contractor No 1550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$84,986,000.00

001	EARTHWORK	\$1,450,000
003	HMA PLANT MIX	\$16,200,000
006	CLEAN & SEAL CRACKS/JOINTS	\$425,000
007	SOIL STABILIZATION & MOD.	\$9,275,000
032	COLD MILL PLAN. & ROTOMILL	\$5,175,000
042	COLD (IN-PLACE) RECYCLING	\$18,150,000
08A	AGGREGATE BASES & SURF. (A)	\$2,975,000
15A	COVER & SEAL COATS (A)	\$4,225,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/25/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/25/2023.


Engineer of Construction

CONTRACT

THIS CONTRACT, made and entered into this 16th day of August, 2023, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Dunn Company, 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 **"2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT", CITY PROJECT 2023-25**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is May 31, 2024.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

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

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Dunn Company

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

Project Number 2023-25

We, Dunn Company

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

as PRINCIPAL, and _____

_____ as SURETY,

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

One Million, Eighty-Two Thousand, Seven Hundred-Twenty Eight Dollars and 25/100

Dollars (\$1,082,728.25), lawful money of the

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

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

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

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

A.D. 2023

PRINCIPAL

Dunn Company

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf of PRINCIPAL)

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

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

My commission expires _____
Notary Public (SEAL)

SURETY

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

(Name of Surety)

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 of 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 21st day of August, A.D. 2023

Attest:

Kim Althoff, City Clerk

City Clerk

City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor



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

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

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

KEVIN J. BREHENY, MICHAEL K. BREHENY, TIM R. PATTON, JAMES D. MORGASON, DANIEL A. MARTINI, ASHLYN B. TUCKER, MATTHEW D. BENNETT, WESLEY SHADE, HOLLI SCHOREY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

"Article VI - Surety Bonds and Undertakings"

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

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

15th day of November, 2017



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

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann

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



Judith A. Jones
Notary Public
My commission expires: 4/23/2024

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 15th day of August, 2023.



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

BPOA0049 1217



DUNNCOM-01

MREED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2023

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Mackenzie Reed PHONE (A/C, No, Ext): (217) 859-7048 FAX (A/C, No): (217) 877-0795 E-MAIL ADDRESS: mreed@firstmid.com
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15350

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER	X		A210838	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			A210838	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A210838	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A210843	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			A210838	1/1/2023	1/1/2024	Limit 690,000
A	Installation Floater			A210838	1/1/2023	1/1/2024	Limit 35,000

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

RE: City Project 2023-25- 2023 Local Motor Fuel Tax Street Improvement- Various Streets- Macon County

City of Decatur and City Project 2023-25, 2023 Local Motor Fuel Tax Street Improvement, its officers and employees are named as additional insureds under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

Mackenzie Reed

2023 Local Motor Fuel Tax
Street Improvement Project
City Project 2023-25
August 10, 2023

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2023 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2023-25
DATED AUGUST 10, 2023

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated August 10, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on August 9, 2023.

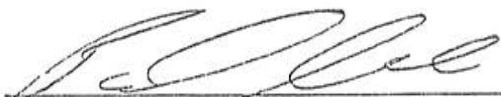
AD-1-3 SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS

- 3.01 The attached SP-22 Railroad Protective Liability Insurance shall be added to the Special Provisions.

Please make the proper acknowledgment of addenda #1 on page 16 of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:



Date:

8/10/2023

Pre-Bid Sign-In Sheet

Local Motor Fuel Tax Street Improvement Project

2023-25

Wednesday, August 9, 2023, Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Matt Naber	Dunn Company	217-429-4444	P
Email: matthew.naber@dunnco.com			C Call
2) Grant Pyatt	Dunn Company	217-429-4444	P
Email: grant.pyatt@dunnco.com			C Call
3) Katie Kinney	Kinney Contractors	217-229-3322	P
Email: katie@roadbuilder.net			C Call
4) Paul Caswell	City of Decatur	217-424-2747	P Person
Email: pcaswell@decaturil.gov			C
5) Don Cisco	City of Decatur	217-424-2747	P Person
Email: dcisco@decaturil.gov			C
6) Justin Brueggemann	City of Decatur	217-424-2747	P Person
Email: jbrueggemann@decaturil.gov			C
7)			P
Email:			C
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

Pre-bid Meeting Minutes
for
2023 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECTS 2023-25

Conference Call
10:00 a.m., Wednesday, August 9, 2023

I. Introduction

Introductions by Don Cisco, Engineering Project Manager. This is a pre-bid meeting for City Project 2023-25 Local Motor Fuel Tax Street Improvement Project.

II. Project Review

The Project consists of the placement of approximately 2,450 tons of Asphalt on various streets. 40 feet of curb and gutter, 4,000 square feet of sidewalk, and 50 square yards of Class C patching. The replacement of a few water services utility adjustments, pavement markings, traffic control, landscaping, and other related work items.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Discussion by Paul Caswell, City Engineer)

A. Policy

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

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

1. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.
2. The Contractor shall put forward good faith efforts to “actively and aggressively” seek the participation of MBE or minority workers. Discuss options to assist in “actively and aggressively” seeking this participation.

It is expected that a demonstration of “active” and “aggressive” will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

3. The City’s expectation of what will be required to demonstrate a Good Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

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

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

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

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

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

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

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.

- a. To track this goal, at a minimum, the Contractor shall fill out and submit the Minority Participation Worksheet as supplied in the Special Conditions prior to each pay estimate.

IV. Other Items

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

Railroad Protective Liability Insurance information for the intended crossing will be supplied on Addendum I.

V. Questions

- 1. Will railroad liability insurance be required for the 27th Street crossing nearest Garfield Ave?

No. Railroad liability insurance will not be required for the work on Garfield Ave, but will be required on City Project 2023-08 when the 27th St work is performed.

- 2. When is the project expected to be awarded?

The City's goal is to take the winning bid to City Council on the August 21, 2023 meeting.

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

SP-22 RAILROAD PROTECTIVE LIABILITY INSURANCE

Description: The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the current IDOT Standard Specifications for Road and Bridge Construction. A separate policy is required for each railroad with the limits of liability for each policy as indicated in the list below. The minimum limits of liability shall be in accordance with Article 107.11 of the IDOT Standard Specifications.

<u>NAMED INSURED & ADDRESS</u>	<u>NUMBER & SPEED OF PASSENGER TRAINS</u>	<u>NUMBER & SPEED OF FREIGHT TRAINS</u>
Norfolk Southern Corporation and its subsidiaries and affiliates 650 W Peachtree St NW – Box 46 Atlanta, GA 30308		Less than 1/day @ 5-10 MPH
DOT/AAR Number: <u>328512C</u> RR Mile Post: <u>45.2</u>		
Liability Limits: Combined Single Limit \$ <u>5,000,000</u> Aggregate Limit \$ <u>10,000,000</u>		
For Freight/Passenger Information Contact: <u>George "Brian" Taylor</u>		Phone: <u>407-463-7534</u>
For Insurance Information Contact: <u>NSRISK3@nscorp.com</u>		Phone:

Approval of Insurance: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted for approval to the following address:

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

The contractor will be advised when approval of the insurance has been received from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the City evidence that the required railroad protective liability insurance has been approved by the railroad(s). The Contractor shall also provide the City with expiration date of each required policy.

Basis of Payment: The costs for providing insurance, as noted, will be paid for at the contract unit price per LUMP SUM for RAILROAD PROTECTION LIABILITY INSURANCE.

END
SPECIAL PROVISION



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Dunn Company
724 North Mercer
Decatur IL 62522

Surety:

(Name, Legal Status and Principal Place of Business)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids IA 52407-3909

Owner:

(Name, Legal Status and Address)

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

Bond Amount: Ten percent of bid

Project:

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

Project 2023-25, 2023 Local Motor Fuel Tax Street Improvement Project
Macon County

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

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

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

ADDITIONS AND DELETIONS:

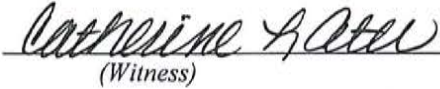
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Signed and sealed this 15th day of August, 2023

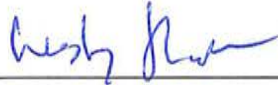

(Witness)


(Witness)

Dunn Company, a division of Tyrolt, Inc.
(Contractor as Principal) (Seal)


(Title) DAVID W. TYROLT, PRESIDENT

United Fire & Casualty Company
(Surety) (Seal)


(Title) Wesley Shade, Attorney-in-Fact

State of Illinois

} ss:
County of Macon

On 15th day of August, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,
personally appeared Wesley Shade

known to me to be Attorney-in-Fact of United Fire & Casualty Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument
in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

Catherine L Ater
(Notary Public)



Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
O	Community Outreach	Herald & Review Newspaper	8/4/23 10:26 AM	Tiffany Crow	Email	Outreach	N/A	Dunn Company placed ad requesting MBE quotes for specific scopes of work. Dates of publication 08/09/23 to 08/11/23
O	Community Outreach	Black Chamber of Commerce of Illinois	8/7/23 7:13 PM	Tiffany Crow	Email	Outreach	N/A	Sent email to Anthony Walker for MBE subcontractor referrals.
O	Community Outreach	Black Chamber of Commerce of Illinois	8/10/23 1:59 PM	Tiffany Crow	Phone	Outreach	N/A	Called Anthony Walker to follow up on MBE subcontractor referrals email. No answer. No voicemail option.
O	Community Outreach	Greater Decatur Black Chamber of Commerce	8/7/23 7:20 PM	Tiffany Crow	Email	Outreach	N/A	Sent email to Tamara Fuller for MBE subcontractor referrals.
O	Community Outreach	Greater Decatur Black Chamber of Commerce	8/10/23 2:02 PM	Tiffany Crow	Phone	Outreach	N/A	Called Tamara Fuller to follow up on MBE subcontractor referrals. Phone number is "not in service".
O	Community Outreach	Metro Black Chamber of Commerce	8/7/23 7:15 PM	Tiffany Crow	Email	Outreach	N/A	Sent email to Pat West for MBE subcontractor referrals.
O	Community Outreach	Metro Black Chamber of Commerce	8/10/23 2:09 PM	Tiffany Crow	Phone	Outreach	N/A	Called Pat West to follow up on MBE subcontractor referrals email. No answer. Left voicemail message.
O	Community Outreach	Metro Black Chamber of Commerce	8/10/23 2:35 PM	Tiffany Crow	Phone	Outreach	N/A	Pat West returned my call. She mentioned that she has not checked her email all week, and that she will look at it tonight and call me tomorrow.
W	Concrete	Cabo Construction Corp.	8/9/23 1:11 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Cabo Construction Corp.	8/10/23 2:12 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Concrete	Cabo Construction Corp.	8/11/23 1:29 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left another voicemail message.
W	Concrete	C. Lee Construction Services, Inc.	8/9/23 2:13 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	C. Lee Construction Services, Inc.	8/10/23 2:18 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Sarah who stated that they will not be providing a quote.
W	Concrete	Sanchez Construction Services	8/7/23 6:09 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Sanchez Construction Services	8/10/23 2:21 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. Joanne stated asked me to resend email. Resent email.
W	Concrete	Sanchez Construction Services	8/10/23 2:27 PM	Tiffany Crow	Email	RFQ	No	Received email declining to quote.
W	Concrete	Vega, Inc.	8/7/23 6:11 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Vega, Inc.	8/10/23 2:27 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Patrick Thompson. He mentioned he will look at RFQ and respond via email.
W	Concrete	Vega, Inc.	8/11/23 2:02 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Patrick Thompson. He mentioned he has not looked at the project yet. He stated he will try and look at it by Monday.
W	Concrete	Thornton Rave Construction, LLC	8/7/23 6:05 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Concrete	Thornton Rave Construction, LLC	8/10/23 2:38 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Concrete	Thornton Rave Construction, LLC	8/11/23 9:20 AM	Grant Pyatt	Email	RFQ	No	Sent Jeff Tisk email to check on bidding status.
W	Concrete	Thornton Rave Construction, LLC	8/11/23 1:16 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left another voicemail message.
W	Concrete	Marenco Enterprises, LLC	8/11/23 3:05 PM	Grant Pyatt	Phone	RFQ	No	Spoke to Doug Willoughby regarding subcontracting packaged items for concrete and or concrete removal scope of work.
W	Concrete	Thornton Rave Construction, LLC	8/11/23 4:47 PM	Grant Pyatt	Email	RFQ	No	Received email from Jeff Tisk stating he hasn't has time to put together an estimate yet.
W	Concrete	Thornton Rave Construction, LLC	8/11/23 4:52 PM	Tiffany Crow	Email	RFQ	No	Replied to initial email sent to Grant Pyatt to inquire if Jeff will be able to quote the concrete and underground utilities scopes of work along if he had a phone number change.
W	Concrete	Marenco Enterprises, LLC	8/11/23 3:05 PM	Grant Pyatt	Phone	RFQ	No	Spoke to Doug Willoughby regarding subcontracting packaged items.
W	Thermoplastic Pavement Markings	CSI 3000, Inc.	8/10/23 2:51 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Thermoplastic Pavement Markings	CSI 3000, Inc.	8/11/23 1:35 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left another voicemail message.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	8/7/23 6:14 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	8/10/23 2:19 PM	Tiffany Crow	Email	RFQ	Yes	Received RFQ question via email.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	8/14/23 12:56 PM	Grant Pyatt	Email	RFQ	Yes	Sent follow up email to Sam Francis on quote status.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	8/14/23 1:00 PM	Grant Pyatt	Email	RFQ	Yes	Received quote.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	8/14/23 1:17 PM	Tiffany Crow	Email	RFQ	Yes	Sent email reminding that we still needed the MBE information form returned.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	8/14/23 1:22 PM	Tiffany Crow	Email	RFQ	Yes	Received email that they are no longer a MBE organization.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	8/7/23 6:16 PM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	8/8/23 8:41 AM	Tiffany Crow	Email	RFQ	No	Received email declining to bid.
W	Thermoplastic Pavement Markings	Days Asphalt Paving	8/9/23 12:03 PM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Days Asphalt Paving	8/10/23 2:54 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Thermoplastic Pavement Markings	Days Asphalt Paving	8/11/23 9:55 AM	Tiffany Crow	Phone	RFQ	No	Mr. Day returned my call. Declined to bid project.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Thermoplastic Pavement Markings	ML Group, LLC	8/9/23 12:04 PM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity. Email address listed on efrim does not work.
W	Thermoplastic Pavement Markings	ML Group, LLC	8/9/23 2:24 PM	Tiffany Crow	Phone	RFQ	No	Called to inquire on working email address. No answer.
W	Thermoplastic Pavement Markings	ML Group, LLC	8/10/23 2:58 PM	Tiffany Crow	Phone	RFQ	No	Called to inquire on working email address. No answer. Left voicemail message.
W	Thermoplastic Pavement Markings	ML Group, LLC	8/11/23 1:39 PM	Tiffany Crow	Phone	RFQ	No	Called again to follow up on working email address. No answer. Left another voicemail.
W	Trucking	James Cox Trucking, Inc.	8/7/23 6:27 PM	Tiffany Crow	Email	RFQ	No	Sent email for trucking subcontractor opportunity.
W	Trucking	James Cox Trucking, Inc.	8/10/23 3:00 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Trucking	James Cox Trucking, Inc.	8/11/23 2:12 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to James Cox regarding RFQ. He stated he would try and get his email to work. Informed him that his quote if due Monday, August 14, 2023 at 10AM.
W	Trucking	Marengo Enterprises, LLC	8/9/23 6:32 PM	Tiffany Crow	Email	RFQ	No	Sent email for trucking subcontractor opportunity.
W	Trucking	Marengo Enterprises, LLC	8/10/23 3:20 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Trucking	Marengo Enterprises, LLC	8/10/23 8:48 PM	Tiffany Crow	Email	RFQ	No	Received decline to bid email.
W	Trucking	Smoodie's Trucking	8/7/23 6:28 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for trucking subcontractor opportunity.
W	Trucking	Smoodie's Trucking	8/10/23 3:06 PM	Tiffany Crow	Phone	RFQ	Yes	Called and spoke to Armar Washington to follow up on RFQ. He requested the email to be sent again. Resent email.
W	Trucking	Smoodie's Trucking	8/11/23 10:21 AM	Tiffany Crow	Phone	RFQ	Yes	Armar Washington called to follow up on trucking quote. Received quote via email. Sent email back reminding him that we need his MBE information form completed also.
W	Trucking	Smoodie's Trucking	8/12/23 9:47 AM	Tiffany Crow	Email	RFQ	Yes	Received completed MBE information form.
W	Trucking	A. Brown Trucking, LLC	8/7/23 6:29 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for trucking subcontractor opportunity.
W	Trucking	A. Brown Trucking, LLC	8/10/23 3:10 PM	Tiffany Crow	Phone	RFQ	Yes	Called and spoke to Katerina Bond regarding RFQ. She stated she will respond via email.
W	Trucking	A. Brown Trucking, LLC	8/10/23 10:45 PM	Tiffany Crow	Email	RFQ	Yes	Received email trucking quote.
W	Trucking	T & H Nelson's Trucking Corporation	8/7/23 6:31 PM	Tiffany Crow	Email	RFQ	No	Sent email for trucking subcontractor opportunity.
W	Trucking	T & H Nelson's Trucking Corporation	8/8/23 9:16 AM	Tiffany Crow	Phone	RFQ	No	Heather Nelson called regarding questions for trucking scope of work.
W	Trucking	T & H Nelson's Trucking Corporation	8/14/23 8:56 AM	Tiffany Crow	Email	RFQ	No	Received decline to bid email.
W	Underground & Utilities	Menu Corporation	8/7/23 6:36 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Menu Corporation	8/10/23 3:25 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Underground & Utilities	Meru Corporation	8/11/23 1:22 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left another voicemail message.
W	Underground & Utilities	Montemayor Construction, Inc.	8/7/23 6:37 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Montemayor Construction, Inc.	8/10/23 3:27 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Joanne regarding RFQ email. She requested that I resend it to Randy instead. Resent email.
W	Underground & Utilities	Montemayor Construction, Inc.	8/10/23 4:13 PM	Tiffany Crow	Email	RFQ	No	Received decline to bid email.
W	Underground & Utilities	Sync Utilities LLC	8/9/23 2:27 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity
W	Underground & Utilities	Sync Utilities LLC	8/10/23 3:27 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Luke regarding RFQ email. He stated that he did receive it and forwarded it to his team. He is sending follow up email to them to respond if they will be providing a quote.
W	Underground & Utilities	Sync Utilities LLC	8/11/23 1:26 PM	Tiffany Crow	Email	RFQ	No	Sent follow up email to Luke to see if they will be providing a quote.
W	Underground & Utilities	Sync Utilities LLC	8/11/23 2:19 PM	Tiffany Crow	Email	RFQ	No	Received decline to bid email.
W	Underground & Utilities	Thornton Rave Construction, LLC	8/7/23 6:38 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Thornton Rave Construction, LLC	8/10/23 2:38 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Underground & Utilities	Thornton Rave Construction, LLC	8/10/23 2:38 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Underground & Utilities	Thornton Rave Construction, LLC	8/11/23 9:20 AM	Grant Pyatt	Email	RFQ	No	Sent Jeff Tisk email to check on bidding status.
W	Underground & Utilities	Thornton Rave Construction, LLC	8/11/23 1:16 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left another voicemail message.
W	Underground & Utilities	Thornton Rave Construction, LLC	8/11/23 4:47 PM	Grant Pyatt	Email	RFQ	No	Received email from Jeff Tisk stating he hasn't has time to put together an estimate yet.
W	Underground & Utilities	Thornton Rave Construction, LLC	8/11/23 4:52 PM	Tiffany Crow	Email	RFQ	No	Replied to initial email to Grant Pyatt to inquire if Jeff will be able to quote the concrete and underground utilities scopes of work along if he had a phone number change.
W	Detector Loops	Bautista Electric Enterprises, Inc.	8/7/23 6:42 PM	Tiffany Crow	Email	RFQ	No	Sent email for detector loops opportunity.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Detector Loops	Bautista Electric Enterprises, Inc.	8/10/23 3:41 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Left voicemail message.
W	Detector Loops	Bautista Electric Enterprises, Inc.	8/11/23 1:43 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Gus Bautista. He mentioned he was "too swamped" and will not be bidding on the project.
W	Detector Loops	Get Current Electrical Service	8/7/23 6:50 PM	Tiffany Crow	Email	RFQ	No	Sent email for detector loops opportunity.
W	Detector Loops	Get Current Electrical Service	8/10/23 3:43 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to RJ regarding RFQ email. He stated he did receive it and will not be quoting the project.
W	Detector Loops	Get Current Electrical Service	8/13/23 9:16 AM	Tiffany Crow	Email	RFQ	No	Received decline to bid email.
W	Detector Loops	New Frontier Electrical Construction, Inc.	8/7/23 6:48 PM	Tiffany Crow	Email	RFQ	No	Sent email for detector loops opportunity.
W	Detector Loops	New Frontier Electrical Construction, Inc.	8/10/23 3:47 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Could not leave voicemail message. Mailbox was full.
W	Detector Loops	New Frontier Electrical Construction, Inc.	8/11/23 1:46 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer. Could not leave a voicemail message. The mailbox was still full.
W	Detector Loops	Magnet Maintenance Electrical, LLC	8/9/23 2:37 PM	Tiffany Crow	Email	RFQ	No	Sent email for detector loops opportunity.
W	Detector Loops	Magnet Maintenance Electrical, LLC	8/10/23 3:52 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. Spoke to Troy. He requested that I resend the email. Resent email.
W	Detector Loops	Magnet Maintenance Electrical, LLC	8/11/23 1:49 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up with Troy on quote status. No answer. No voicemail was set up to leave a message.
W	Detector Loops	Petronica Electric Company	8/9/23 2:47 PM	Tiffany Crow	Email	RFQ	No	Sent email for detector loops opportunity.
W	Detector Loops	Petronica Electric Company	8/10/23 3:59 PM	Tiffany Crow	Phone	RFQ	Yes	Called to follow up on RFQ. No answer. Left voicemail message.
W	Detector Loops	Petronica Electric Company	8/11/23 1:53 PM	Tiffany Crow	Phone	RFQ	Yes	Called and spoke to Jessica Matheson. She stated that she forwarded the RFQ to her estimator and to look for a potential quote soon.
W	Detector Loops	Petronica Electric Company	8/14/23 12:59 PM	Grant Pyatt	Email	RFQ	Yes	Sent follow up email on quote status.
W	Detector Loops	Petronica Electric Company	8/14/23 2:30 PM	Grant Pyatt	Email	RFQ	Yes	Received quote.

Dunn Company MBE Bids Received
 al Motor Fuel Tax Street Improvement Project, City Project #2023-25

Company	Owners	Address	E-mail Address	Phone Number	Proposal Date	Description of work to be performed	Accepted/Declined	Reason for Denial
A. Brown Trucking, LLC	Curtis Brown	509 Southfield Drive, Decatur, IL 62526	a.brown@browntrucking.com	217-619-5006		Trucking	Accepted	
Smalley's Trucking	Aaron Washington	849 E. Decatur Street, Decatur, IL 62521	smalleystruck@aaronwashington.com	217-521-4486		Trucking	Declined	Was not lowest responsible bid
Pedernis Electric Company	Jessica Matherson	221 W. Martha Street, Lombard, IL 60146	jp@pederniselectric.com	630-399-1726	8/14/2023	Detector loops	Accepted	



A Division of Tyrolt, Inc.

PAVING • MILLING • STABILIZATION

August 14, 2023

City of Decatur
Purchasing Department
#1 Gary Anderson Plaza
Decatur, IL 62523

RE: Minority Business Enterprise Supporting Documentation for the 2023 Local Motor Fuel Tax Street Improvement Project, City Project # 2023-25

Dunn Company requests an MBE participation waiver for the above-referenced project. Dunn Company has selected MBE firms to perform 2.89% of the base contract. Dunn Company has made extensive good faith efforts to secure MBE firms for other portions of the contract. The good-faith efforts are summarized below with detailed outreach documentation provided as an attachment to the bid packet:

1. Community outreach:

- a. Receiving the Illinois Department of Transportation "Above and Beyond" award for outstanding efforts in cultivating minority businesses and workforce.
- b. Participating in Illinois Department of Transportation "Today's Challenge Tomorrow's Reward" conference to network with minority contractors, IDOT Office of Business and Workforce Diversity personnel, and IDOT Supportive Services personnel.
- c. Performing extensive outreach to and mentoring of potential and emerging minority businesses.
- d. Conducting half-day diversity training of all Dunn Company leadership personnel regarding the importance of and mechanisms for workforce diversity.
- e. Conducting diversity training for all Dunn Company field personnel.
- f. Participating in Illinois Department of Transportation EEO Assessment and Orientation to learn of additional outreach mechanisms for MBE contractors and minority workers.
- g. Participating in the steering committee of the Richland Community College Highway Construction Careers program and follow up conversations with attendees to identify, recruit, and develop MBE firms and/or workers.
- h. Participating in the Greater Decatur Chamber of Commerce Manufacturers' Roundtable to develop methods for attracting, recruiting, and developing Decatur-area youth for construction and manufacturing careers

2. MBE outreach for each available subcontracting opportunity on the above-referenced project:

- a. Referencing ePrismSoft, Illinois Department of Transportation DBE database, Decatur Construction and Building Trades, and Associated General Contractors of Illinois membership directory to identify MBE firms.
- b. Requesting referrals from multiple minority-centric business organizations to identify and recruit MBE firms.
- c. Advertising in the Herald and Review, detailing specific subcontracting opportunities, to recruit MBE firms.
- d. Issuing RFQ's for specific scopes of work, sending follow up emails, and placing follow up phone-calls to multiple MBE's to recruit firms for each applicable work scope.
- e. Allowing adequate time for response to RFQ's.
- f. Speaking with MBE firms to provide information and assistance on equipment, collective bargaining, insurance and other requirements.
- g. Assisting MBE firms who responded to RFQ's and other solicitations by providing information on project details, scheduling, and other requirements.
- h. Packaging work items into tasks to maximize potential participation of MBE firms including coordination of scope of work between MBE and non-MBE subcontractors.
- i. Conducting follow-up conversations with MBE firms to refine scope of work and re-package work items based on initial quotes received.

August 14, 2023

City of Decatur

Re: Minority Business Enterprise Supporting Documentation for the 2023 Local Motor Fuel Tax Street Improvement Project,
City Project # 2023-25

Page 2 of 2

If it is the successful bidder, Dunn Company will continue its good faith efforts in the event additional subcontracting opportunities become available. Thank you for your consideration.

Sincerely,

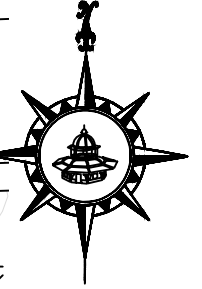
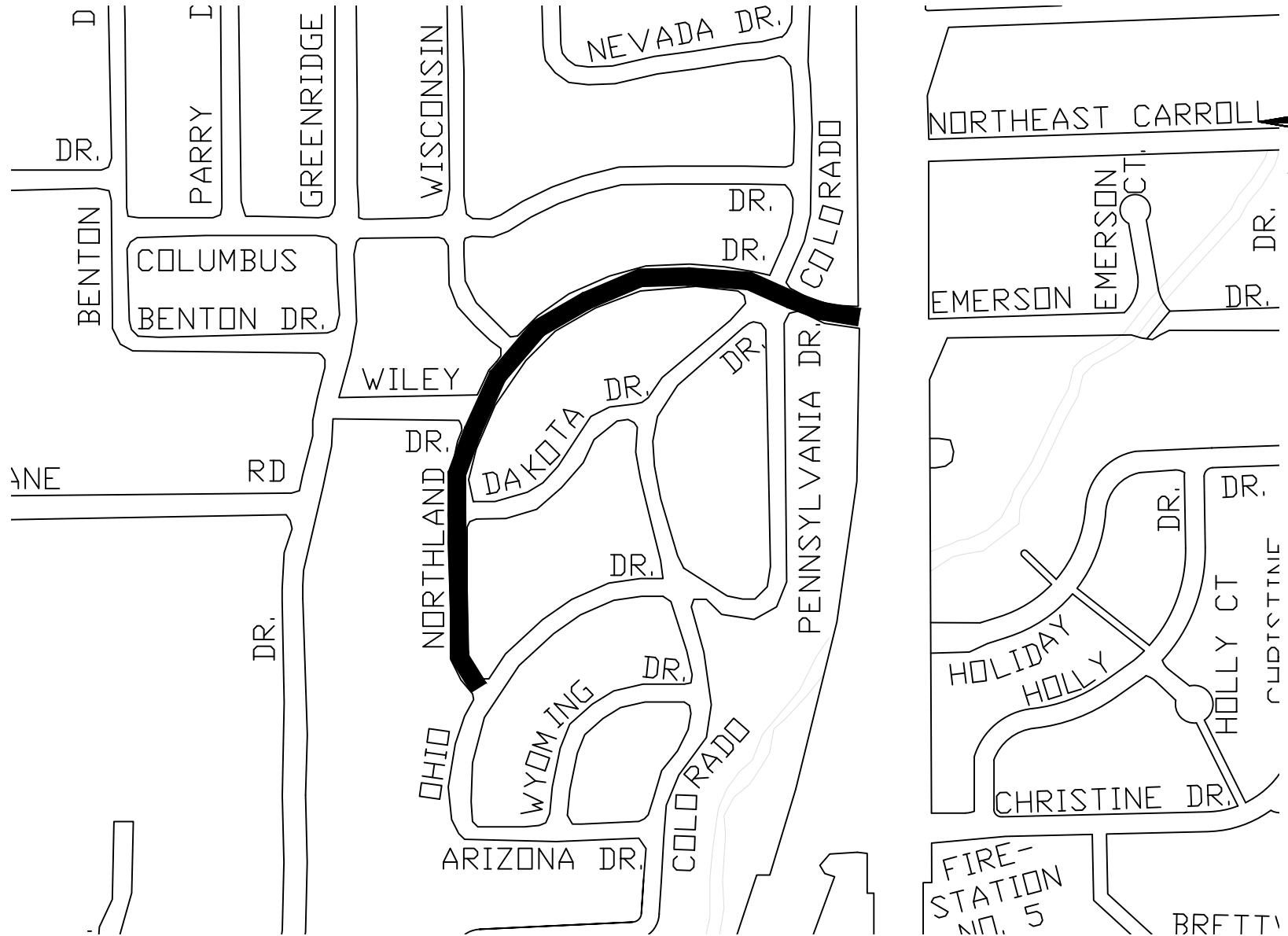


David W. Tyrolt
President and EEO Officer

2023 Local Motor Fuel TaxStreet Improvement Project Project Number: 2023-25 Bid Date: August 15, 2023 Time: 10:00a.m. Fund: Local MFT, Storm, Sewer Fund, Water Fund Organization Code: 42484206,78487806, 79487906, 81808118 Object Code: 489030, 489040, 489030, 4888800				Engineer's Estimate City Engineering Division		Dunn Company 724 N. Mercer Street Decatur, IL 62522 Contact Person David W. Tyrolt 217 429 4444 david.tyrolt@dunnco.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	12.40	CU YD	\$66.55	\$825.22	\$68.75	\$852.50
28000500	INLET AND PIPE PROTECTION	50.00	EACH	\$100.00	\$5,000.00	\$150.00	\$7,500.00
40600290	BITUMINOUS MATERIAL (TACK COAT)	16374.85	POUND	\$1.16	\$18,994.83	\$0.70	\$11,462.40
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	267.00	SQ YD	\$28.70	\$7,662.90	\$23.80	\$6,354.60
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C ", N50	1963.00	TON	\$133.00	\$261,079.00	\$118.90	\$233,400.70
40604052	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C ", N70	1093.63	TON	\$141.20	\$154,420.56	\$138.20	\$151,139.67
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	3980.20	SQ FT	\$23.32	\$92,818.26	\$24.20	\$96,320.84
42400800	DETECTABLE WARNINGS	323.50	SQ FT	\$48.50	\$15,689.75	\$51.70	\$16,724.95
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	31047.74	SQ YD	\$5.00	\$155,238.70	\$3.10	\$96,247.99
44000500	CURB REMOVAL	436.00	FOOT	\$28.87	\$12,587.32	\$33.00	\$14,388.00
44000600	SIDEWALK REMOVAL	4044.90	SQ FT	\$5.20	\$21,033.48	\$6.05	\$24,471.65
44201325	CLASS C PATCHES, TYPE I, 8 INCH	10.70	SQ YD	\$344.85	\$3,689.90	\$385.00	\$4,119.50
44213200	SAWCUTS	120.00	FOOT	\$8.93	\$1,071.60	\$11.00	\$1,320.00
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	48.92	TON	\$165.00	\$8,071.80	\$169.42	\$8,288.03
56201300	CORPORATION STOPS 3/4"	1.00	EACH	\$450.00	\$450.00	\$1,540.00	\$1,540.00
56500700	DOMESTIC WATER SERVICE BOXES TO BE REMOVED	4.00	EACH	\$200.00	\$800.00	\$660.00	\$2,640.00
56500800	DOMESTIC WATER SERVICE BOXES	3.00	EACH	\$800.00	\$2,400.00	\$1,375.00	\$4,125.00
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	7.00	EACH	\$5,000.00	\$35,000.00	\$5,445.00	\$38,115.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	1.00	EACH	\$2,500.00	\$2,500.00	\$2,255.00	\$2,255.00
60250600	CATCH BASIN TO BE ADJUSTED WITH NEW TYPE 3 F & G	4.00	EACH	\$3,454.00	\$13,816.00	\$3,575.00	\$14,300.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	17.00	EACH	\$3,685.50	\$62,653.50	\$3,921.50	\$66,665.50
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	11.00	EACH	\$3,953.00	\$43,483.00	\$4,125.00	\$45,375.00
60500080	REMOVING CATCH BASINS TO MAINTAIN FLOW	1.00	EACH	\$1,000.00	\$1,000.00	\$3,272.50	\$3,272.50
60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MOD)	436.00	FOOT	\$139.15	\$60,669.40	\$150.70	\$65,705.20
70300100	SHORT TERM PAVEMENT MARKING	1250.00	FOOT	\$5.88	\$7,350.00	\$4.20	\$5,250.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	416.60	SQ FT	\$1.26	\$524.92	\$0.95	\$395.77
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	282.70	SQ FT	\$12.13	\$3,429.15	\$6.35	\$1,795.15
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	17303.20	FOOT	\$3.00	\$51,909.60	\$1.60	\$27,685.12
78000600	THERMOPLASTIC PAVEMENT MARKING 12 INCH	606.00	FOOT	\$6.10	\$3,696.60	\$3.15	\$1,908.90
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	161.80	FOOT	\$12.75	\$2,062.95	\$6.60	\$1,067.88
78300201	PAVEMENT MARKING REMOVAL - GRINDING	204.10	SQ FT	\$12.00	\$2,449.20	\$5.50	\$1,122.55
88600100	DETECTOR LOOP, TYPE I	141.00	FOOT	\$68.67	\$9,682.47	\$53.05	\$7,480.05
X0001000	CURB WALL	38.80	FOOT	\$175.00	\$6,790.00	\$236.50	\$9,176.20
X3400004	RETAINING WALL REMOVAL	38.80	FOOT	\$50.00	\$1,940.00	\$22.00	\$853.60
X550B004	STORM SEWER HALF TRAP	7.00	EACH	\$2,000.00	\$14,000.00	\$1,512.50	\$10,587.50
X5620010	DISCONNECT WATER SERVICE	1.00	EACH	\$1,842.75	\$1,842.75	\$2,145.00	\$2,145.00
X5620091	WATER SERVICE LINE 3/4", (BORED)	179.00	EACH	\$118.00	\$21,122.00	\$148.50	\$26,581.50
Z0014900	CURB STOPS 3/4"	3.00	EACH	\$1,695.75	\$5,087.25	\$2,310.00	\$6,930.00
Z0048665	RAILROAD PROTECTION LIABILITY INSURANCE	1.00	LSUM	\$5,000.00	\$5,000.00	\$8,165.00	\$8,165.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1.00	LSUM	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
TOTAL BIDS (AS CORRECTED)					\$1,172,842.11		\$1,082,728.25
Percent Over Under ENGINEER'S ESTIMATE							-7.68%

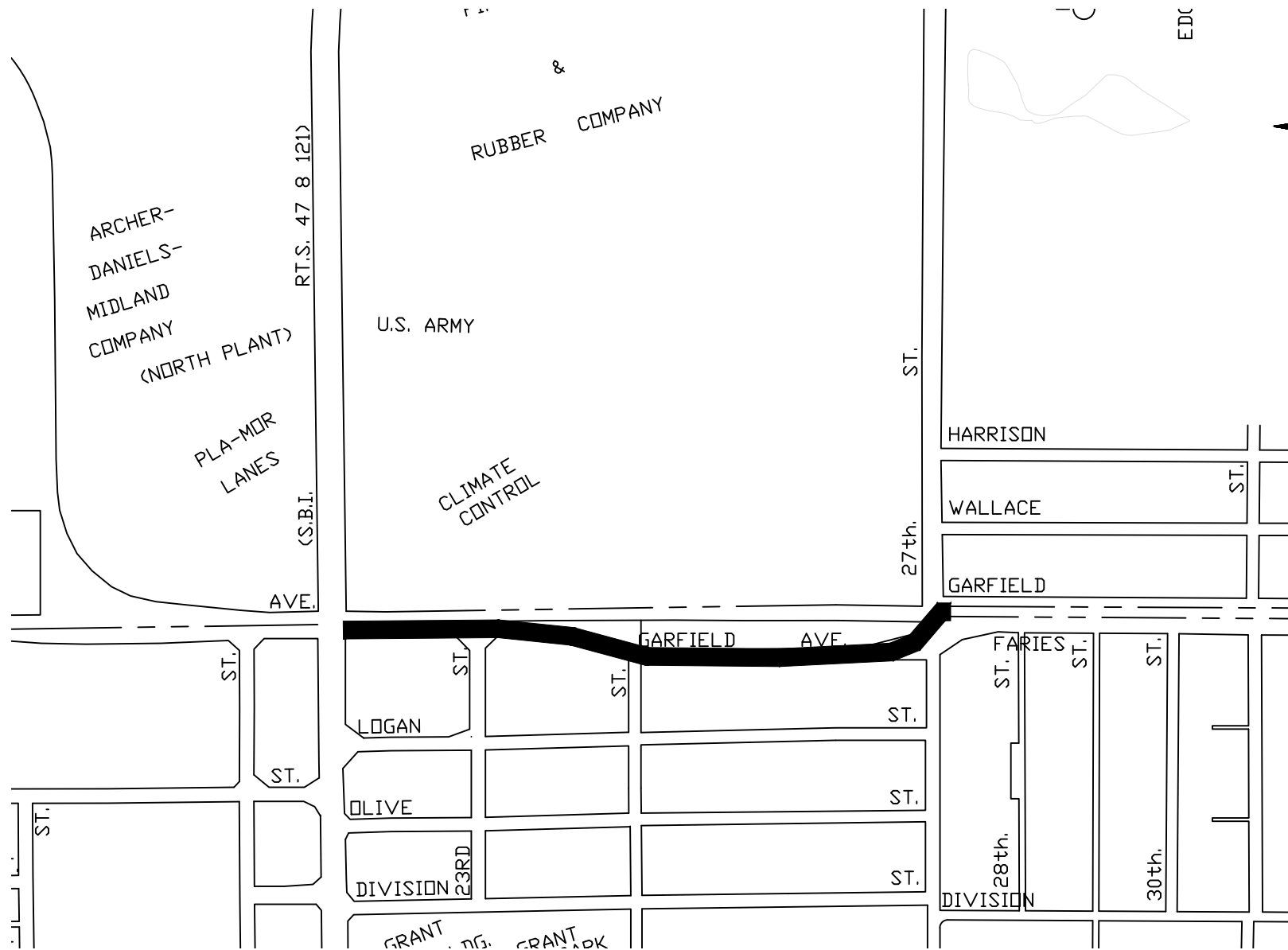

 Paul E. Caswell, P.E., City Engineer

8/16/23
 Date



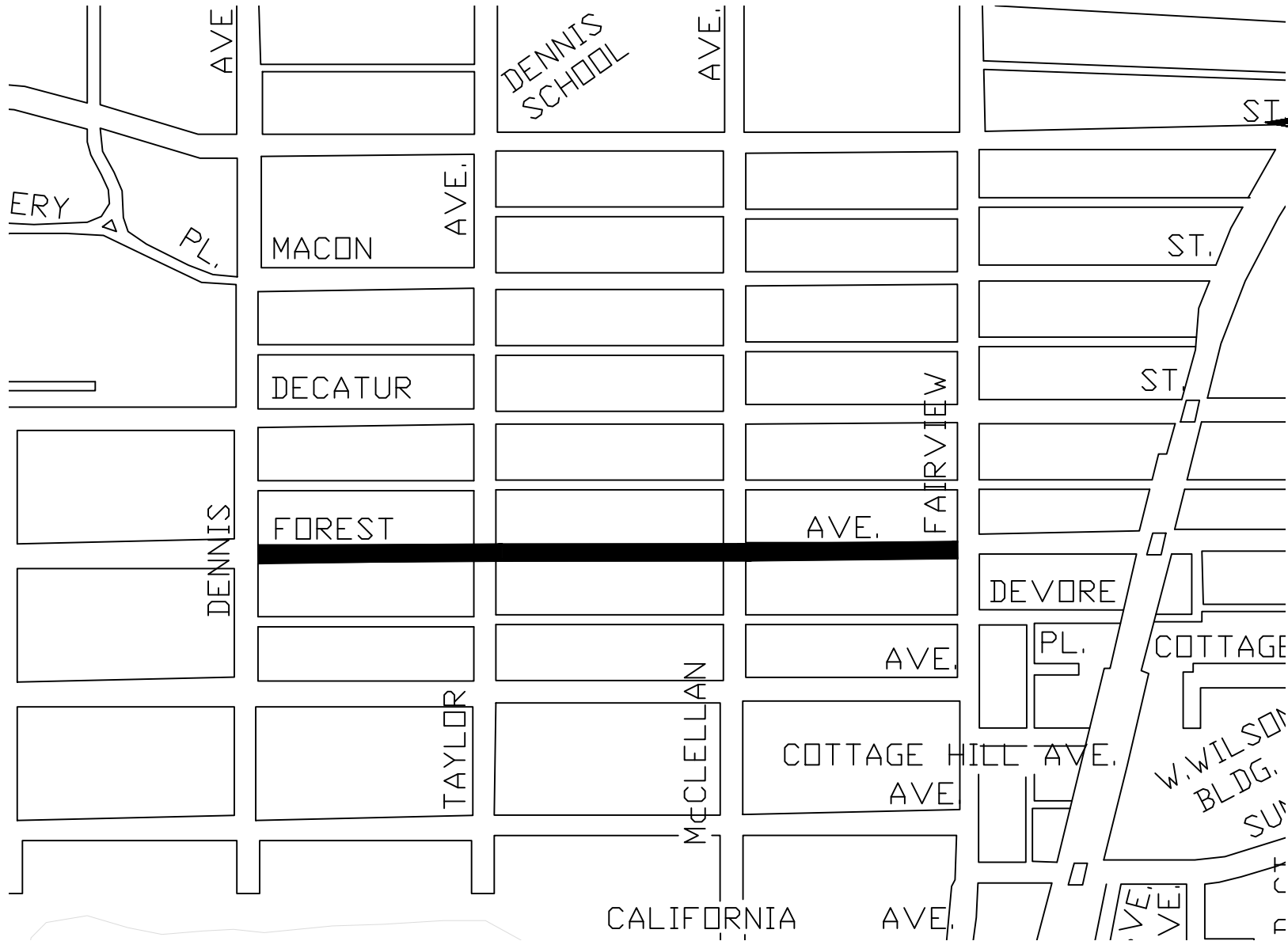
LEGEND

■ NORTHLAND DR, OHIO DR TO N. MAIN ST - 1 1/2" MILL & HMA SURFACE COURSE



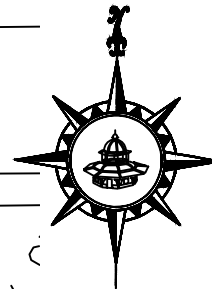
LEGEND

E. GARFIELD AVE, N. 22nd ST TO 27th ST - 1 1/2" MILL AND HMA SURFACE COURSE



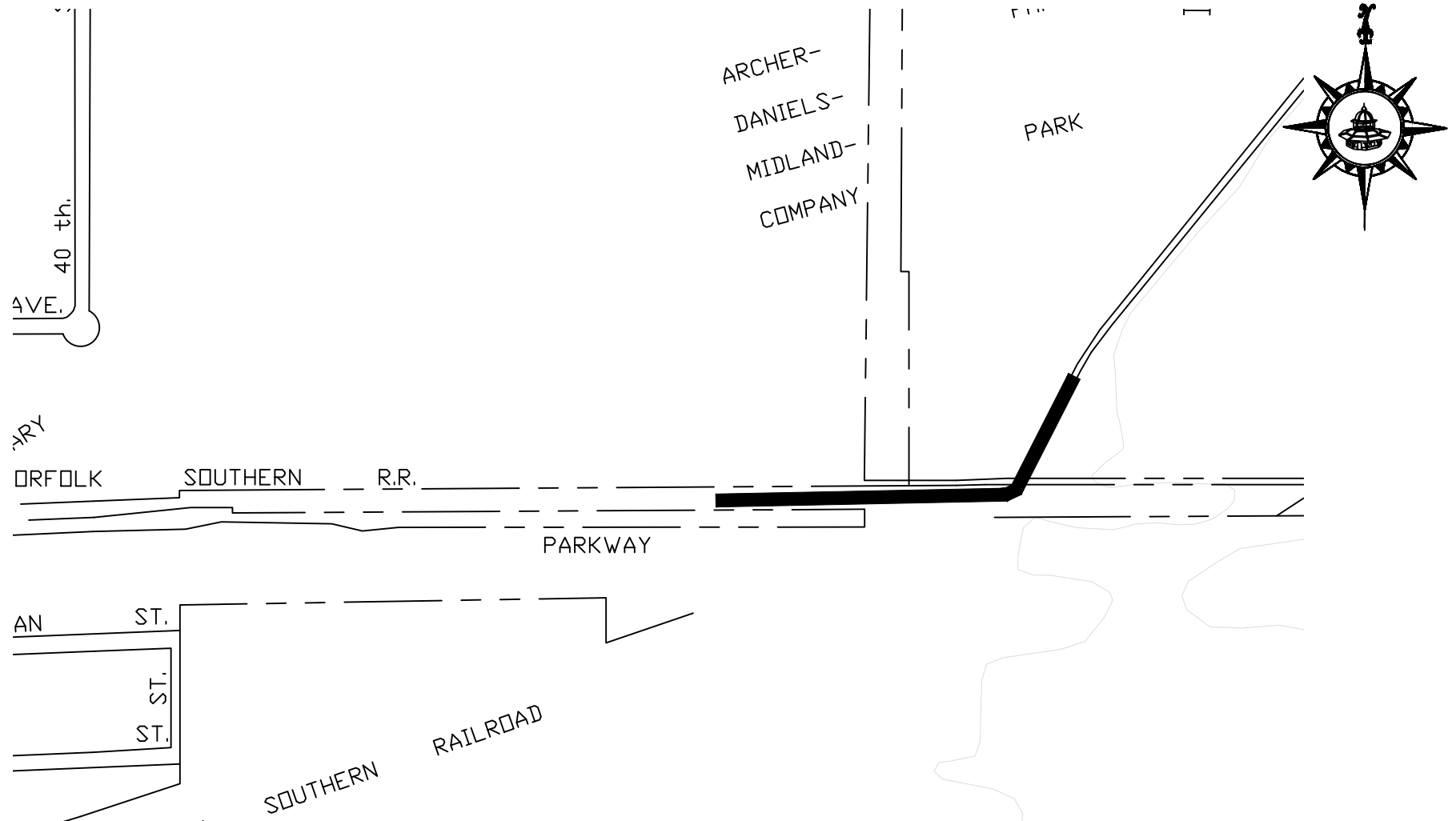
LEGEND

FOREST AVE, DENNIS AVE TO FAIRVIEW AVE - 1 1/2" MILL & HMA SURFACE COURSE



LEGEND

W. DECATUR ST, UNION AVE TO S. MAIN ST - 1 1/2" MILL & HMA SURFACE COURSE



LEGEND

**■ FARIES PARKWAY, END OF CONC. PAVEMENT TO PARK DISTRICT PROPERTY
1 1/2" HMA SURFACE COURSE**

Public Works

DATE: 8/13/2023

MEMO: 2023-79

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:
Motion Adopting City Council Policy
Sanitary Sewer Lateral Emergency Program

SUMMARY RECOMMENDATION:

The Economic and Community Development Department offers an Emergency Program through grants managed by the Neighborhood Revitalization Division. This program helps correct life-threatening situations or conditions that affect health and safety for owner occupied homes. The program currently provides up to \$6,000 for homeowner problems such as: hot water heaters, electrical issues, furnace replacement in the winter and medically necessary air conditioning replacement. The program currently does not provide funding for sewer lateral repairs because many of these repairs exceed the maximum allowable funding.

The attached policy language provides an outline for a method the City can use to share in the expense using Sewer Funds in combination with Community Development Block Grant funds (CDBG) so as to include sewer lateral repairs as part of the emergency program.

ATTACHMENTS:

Description	Type
Motion Adopting City Council Policy Sanitary Sewer Lateral Emergency Program	Backup Material

CITY COUNCIL POLICY

E. INFRASTRUCTURE

4. Sanitary Sewer Lateral Emergency Program (August 21, 2023)

Background

The Economic and Community Development Department, as part of the Neighborhood Revitalization Division, manages an Emergency Program which provides grants for owner occupied homes to correct life-threatening situations or conditions that threaten health and safety. The Emergency Program, funded through the US Department of Housing and Urban Development (HUD), currently provides up to \$6,000 for various homeowner issues including: hot water heaters, electrical problems, furnace replacement in the winter and medically necessary air conditioning replacements in the summer. The Emergency Program is currently able to accommodate the addition of sanitary sewer lateral repair for owner occupied homes.

City Code Chapter 74 establishes that the sewer lateral from the house to, and including, the connection to the public sewer main is owned and maintained by the property owner. Ownership to the main often means that major repairs will extend into the right of way which can increase repair costs significantly if repairs are necessary under pavement. The property owner is responsible for all pavement removal and replacement along with necessary traffic control. A typical spot repair can range from \$8,000-\$12,000 or higher if the depth of the City sewer exceeds twelve feet or is located in a busy street.

City Staff receives numerous requests for sanitary sewer lateral repair assistance and currently the City does not offer an assistance program. The proposed addition to the Economic and Community Development Department's Emergency Program will provide up to \$15,000 for sewer lateral repair. This policy outlines the general requirements of the program to receive a City contribution.

Requirements

1. The recipient must meet the existing program requirements as established by the Economic and Community Development Department and Housing and Urban Development (HUD) (owner-occupied only, income eligibility, ect).
2. The project will be managed by Neighborhood Revitalization Division staff.
3. Routine maintenance related items will not be covered, a statement of emergency need shall be provided by the contractor.
4. Community Development Block Grant (CDBG) funds will cover the first \$6,000 with the remaining cost, up to \$9,000, to a maximum total cost of \$15,000, will be covered by the Sewer Fund until one or both of the allocated funds are expended.

5. The contractor will be required to get the necessary permits for the work. Inspection and approval of the repair will be provided by the Public Works Department.

Funding for this program will be appropriated in the Sewer Fund and CDBG funds as part of the annual budget process.

Municipal Services

DATE: 8/14/2023

MEMO: 2023-80

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT: Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of an Excavator from Roland Machinery Company

SUMMARY RECOMMENDATION: Staff recommends awarding a Sourcewell contract in the amount of \$236,689.59 to Roland Machinery Co. to furnish one (1) 2018 D152 Hydraulic Excavator with Two (2) Attachments.

BACKGROUND:

The Public Works, Municipal Services Division has requested a new Hydraulic Excavator to replace an existing Hydraulic Excavator used for ditch grading. The proposed unit can also assist in limb and storm damage clean up.

The unit being auctioned is unit 298, a 1999 Gradall G3WD. It is selected to be replaced due to its age and condition. Unit 298 has 5,382 hours.

Municipal Services and Fleet Maintenance reviewed new excavators that matched the abilities of the current unit. It was found that the cost for new units approached \$500,000. During the review, staff came across a lightly used 2018 unit available in Wisconsin. The unit had 29 hours of use primarily for demonstrations. The unit was inspected and tested by Division staff and determined that it would be a good alternative to the higher cost of a new excavator. The used excavator should serve the City for another 15 years or more, and is substantially less than the \$475,000.00 the staff included in the 2023 budget for this purpose.

The used unit is manufactured by Gradall which is the only unit of its type that uses a telescoping boom to increase efficiency. The City reviewed wheeled excavators but found that there were none with a telescoping boom which is beneficial when working around power lines within the confines of the right-of-way.

The Sourcewell contract guarantees the bidding process has been followed with any available vendors. The Sourcewell process is the same for used equipment as it would be with new equipment.

The replacement vehicle is estimated to be delivered in 2 weeks.

PRIOR COUNCIL ACTION:

None.

DISPOSAL OF REPLACED UNIT: The old unit is to be sold or auctioned.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote the bid specifications based on Municipal Services Division requirements.

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

BUDGET/TIME IMPLICATIONS:

Funding for a new hydraulic excavator is authorized by the FY2023 Storm Water Fund.

LEGAL REVIEW: There are no contracts for Legal to review.

ATTACHMENTS:

Description	Type
Resolution Authorizing Acceptance of the Sourcewell Contract for an Excavator from Roland Machinery Co	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF A SOURCEWELL CONTRACT
FOR THE PURCHASE OF AN EXCAVATOR FROM ROLAND MACHINERY
COMPANY**

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

Section 1. That the Sourcewell Bid to Roland Machinery Co. quote received for one (1) 2018 D152 Hydraulic Excavator with two (2) attachments, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Roland Machinery Co., in the amount of \$236,689.59, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Roland Machinery Co., for their quote price of \$236,689.59.

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

PRESENTED and ADOPTED this 21st day of August 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

Roland Machinery Company
816 N. Dirksen Parkway
Springfield, IL 62702
PHONE 217-789-7711/FAX 217-744-7314



KOMATSU

CUSTOMER QUOTE SUMMARY

Customer			
Name	CITY OF DECATUR		
Address			
City	State	ZIP	
Phone			

Misc	011723-GRD
Date	7/18/2023
Attn	
Rep	Z EDWARDS
FOB	

Qty	Description	Unit Price	TOTAL
1	DISCOVERY D152 4x2 CROSSOVER HYDRAULIC EXCAVATOR	\$215,000.00	215,000.00
1	82189021K - STEP, DRIVERS (LH) SIDE REAR		
1	82189022K - STEP, PASSENGER SIDE (RH) REAR		
1	82156009 - 60" DITCHING BUCKETW/(82155001 BOLT-ON EDGE)		
	STANDARD WARRANTY 24MO/3,000HRS		
1	INBOUND & DELIVERY FREIGHT	\$ 2,500.00	2,500.00
1	Grapple- Fixed Thumb	\$ 9,744.00	9,744.00
1	LED Work Light Kit	\$ 2,715.00	2,715.00
1	24" Excavating Bucket	\$ 6,675.00	6,675.00
	Less 4% Discount (ON Attachments Only)	\$ 765.36	0.00
	Add 5% Steel Surcharge	\$ 820.95	-0.00
	SOURCEWELL EXCAVATOR CONTRACT #011723-GRD		
		SubTotal	236,689.59
		Shipping	
		TOTAL NET DUE	236,689.59

Acceptance

--

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.

Municipal Services

DATE: 8/14/2023

MEMO: 2023-82

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

Matthew Newell, P.E., Public Works Director

Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Approving the Expenditure of City Funds for the Purchase of Traffic Signal Video Vehicle Detection Systems

SUMMARY RECOMMENDATION: It is proposed that the City Council approve the attached resolution authorizing the mayor to sign and the City Clerk to attest to the expenditure of City funds in the amount of \$50,550.00 to Traffic Signal Corporation for the purchase of two (2) Autoscope video vehicle detection systems.

BACKGROUND:

Brush College Road/Reas Bridge Road

The traffic signal vehicle detection system located at the intersection of Brush College Road & Reas Bridge Road is not operational. The system consists of wire loops cut into the pavement which detect the metal in vehicles passing over them. Deteriorating pavement makes keeping these loops active very difficult resulting in traffic signals that do not operate to their full efficiency which can create traffic congestion and delays.

A video-based vehicle detection system is proposed for this intersection, to replace the wire loop and pressure system.

The two main video detection systems used in Illinois are the Iteris System and the Autoscope System. The City has 13 signalized intersections with video detection. Our experience with each system has been that the Autoscope system provides better operation, and we have been moving to use that system over the Iteris system at many intersection locations under the control of the city. The Autoscope system has fewer parts, and the system has proven to be more durable and reliable. The Iteris system runs about \$1,000 cheaper than the Autoscope system.

Per agreement with the Macon County Highway Department, the City will be reimbursed 75% of the cost of the detection system for an amount of \$18,956.25. The City will also be reimbursed 75% of labor and equipment costs to install the detection systems.

Brush College Road/William Street

During the damaging derecho wind storm that struck the City in late June, the video vehicle detection system in operation at the intersection of Brush College Road & William Street was severely damaged by electrical surges caused by damaged power lines. The City used the remainder of its spare parts along with parts provided by IDOT to repair the system and restore it

to operation. It is proposed that a spare Autoscope system be purchased to replace the system used to repair the damage. Full reimbursement of this purchase is being sought through the emergency declaration issued as part of the storm damage.

It is recommended that two (2) Autoscope video detection systems be purchased at a cost of \$50,550.00.

PRIOR COUNCIL ACTION:

April 3, 2023: The City Council approved Resolution R2023-66 authorizing the expenditure of City funds in the amount of \$49,978.00 to Traffic Signal Corporation for the purchase of two Autoscope video vehicle detection systems. In quotes received, the Autoscope system ran about \$1,000 more vs. the Iteris System (\$24,989 Autoscope vs. \$23,911 Iteris).

SCHEDULE:

Following approval by the City Council, the video detection systems will be purchased, and the installation scheduled. The new video detection systems should be installed and commissioned within 60 days of the receipt of the equipment.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt Newell will be present at the Council meeting to answer any questions on this item.

BUDGET/TIME IMPLICATIONS:

The City budgets traffic signal material expenses in the General Fund which is reimbursed by the City's allocation of State Motor Fuel Tax funds. Reimbursements are generally placed in the State Motor Fuel Tax fund.

ATTACHMENTS:

Description	Type
Resolution Approving the Expenditure of City Funds for the Purchase of Traffic Signal Video Vehicle Detection Systems	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING THE EXPENDITURE OF CITY FUNDS FOR THE
PURCHASE OF TRAFFIC SIGNAL VIDEO VEHICLE DETECTION SYSTEMS**

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

Section 1. That the Traffic Signal Corporation quote received for two Autoscope video vehicle detection systems, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Traffic Signal Corporation, in the amount of \$50,550.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Traffic Signal Corporation, for their price of \$50,550.00.

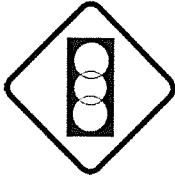
Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 21st day of August 2023

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

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

QUOTATION

Number **653349**

Page: 1 of 1

To: 10236 DECATUR, CITY OF 1 GARY K ANDERSON PLAZA ACCOUNTING DIVISION DECATUR IL 62523 USA Attn: Email: Phone: 217-424-2708 Fax: 217-424-2772	Quote Date: 7/25/2023 Expires: 8/24/2023 Terms: NET 30 BASED ON APPROVED CREDIT FOB: DESTINATION-FRT INCLUDED Salesperson: ANDRE SANTOS Email: AS@TCC1.com Phone: (630) 361-2113
--	--

Letting Date:	Location: BRUSH COLLEGE ROAD
Book / Call / Item:	Description: VIDEO VEHICLE DET SYSTEM - AUTOSCOPE VISION
Contract No:	

Part Number / Description	Unit Price	Qty/UM	Net Price
A61548 VIDEO VEHICLE DETECTION SYSTEM - VISION 4 DIRECTION INCLUDES 4 - AG-3055-62-PNC GALAXY CLAMP KITS F54909 SDLC CABLE WITH PLUGS BOTH ENDS 1000' OF CABLE 10 INCH TABLET	25,275.00	2.00 EA	50,550.00

Item Total:	50,550.00
Misc Charges and Adjustments:	0.00

Quote Total:	50,550.00
---------------------	------------------

EXHIBIT A

SUBJECT: Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of 1055 N. Union, 305 W. Packard, 345 W. Packard, 352 W. Packard, 352 W. Leafland, and 361 W. Leafland

BACKGROUND: The demolition of these structures have been bundled because they are all on the same 2 adjoining city blocks, and all of them are now owned by the city of Decatur. They all rest on the property the city acquired for eventual transfer to The Good Samaritan Inn, in support of the Urban Agriculture project previously announced between the city and Good Samaritan Inn.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-10

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: August 21, 2023

SUBJECT: Resolution Authorizing the Execution of an Agreement for Demolition of vacant buildings with Hutchins Excavating at 1055 N. Union, 305 W. Packard, 345 W. Packard, 352 W. Packard, 352 W. Leafland, and 361 W. Leafland.

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

BACKGROUND: The buildings at 1055 N. Union, 305 W. Packard, 345 W. Packard, 352 W. Packard, and 361 W. Leafland were put out as a group bid for demolition. Four demolition contracting companies submitted demolition bids; Hutchins Excavating, \$58,500.00; Steve’s Trucking, \$84,999.00; JRH Services, \$96,600.00, and S. Shafer Excavating, \$97,200.00. This group demolition bid crossed the threshold for council approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH HUTCHINS EXCAVATING FOR THE DEMOLITION OF 1055 N. UNION, 305 W. PACKARD, 345 W. PACKARD, 352 W. PACKARD, 352 W. LEAFLAND, AND 361 W. LEAFLAND

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

Section 1. That the tabulation of bids received for the demolition of the vacant buildings at 1055 N. Union, 305 W. Packard, 345 W. Packard, 352 W. Packard, 352 W. Leafland, and 361 W. leafland, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Hutchins Excavating in the amount of \$58,500.00 for the demolition of 1055 N. Union, 305 W. Packard, 345 W. Packard, 352 W. Packard, 352 W. Leafland, and 361 W. leafland be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Hutchins Excavating for their total bid price of \$58,500.00.

PRESENTED and ADOPTED this 21st day of August 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Properties- 1055 N Union 305 W Packard 345 W Packard 352 W Packard 352 W Leafland 361 W Leafland	Hutchins Excavating Decatur, IL	Steve's Trucking Decatur, IL	JRH Services Decatur, IL	S. Shafer Excavating Pontoon Beach, IL				
Bid Date: 08/03/2023								
Time: 9:00 a.m.								
	Description	Unit Price	Unit Price	Unit Price				
	Demolition	\$58,500.00	\$84,999.00	\$72,600.00				
	Plumbing	\$0.00	\$0.00	\$24,000.00				
TOTAL		\$58,500.00	\$84,999.00	\$96,600.00				
				\$97,200.00				

Public Works

DATE: 8/8/2023

MEMO: 2023-75

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –Lot East of 990 Tohill Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory Lot East of 990 Tohill Road be approved.

BACKGROUND: The subject property is being annexed due to being a City owned property.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Lot East of 990 Tohill Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
LOT EAST OF 990 TOHILL 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 Jon Kindseth, requesting that there be annexed to the City territory described as:

ZONE 1: CITY OWNED LAND PARCEL 1 - TRACT NO. 51

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, 169.5 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, THENCE SOUTH 4° 44' WEST 17 FEET,
THENCE SOUTH 27° 29' WEST 337.2 FEET, THENCE SOUTH 6° 35' EAST 214.5 FEET, THENCE SOUTH 6° 35' EAST 77 FEET, THENCE SOUTH 1° 44' EAST 75 FEET, THENCE SOUTH 1° 44' EAST 595 FEET,
THENCE SOUTH 19° 30' EAST 52.3 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35 THENCE EAST 281.5 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, THENCE NORTH 1316.5 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, THENCE WEST 169.5 FEET TO THE POINT OF BEGINNING,
EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, CONTAINING 8.28 ACRES.

PIN# 12-35-252-008

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 21st day of August 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
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 the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as Lot East of 990 Tohill Road, and legally described as follows:

ZONE 1: CITY OWNED LAND PARCEL 1 - TRACT NO. 51

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35,
TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, 169.5 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, THENCE SOUTH 4° 44' WEST 17 FEET, THENCE SOUTH 27° 29' WEST 337.2 FEET, THENCE SOUTH 6° 35' EAST 214.5 FEET, THENCE SOUTH 6° 35' EAST 77 FEET, THENCE SOUTH 1° 44' EAST 75 FEET, THENCE SOUTH 1° 44' EAST 595 FEET, THENCE SOUTH 19° 30' EAST 52.3 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35 THENCE EAST 281.5 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, THENCE NORTH 1316.5 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, THENCE WEST 169.5 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, CONTAINING 8.28 ACRES.

PIN # 12-35-252-008

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.

SIGNATURE

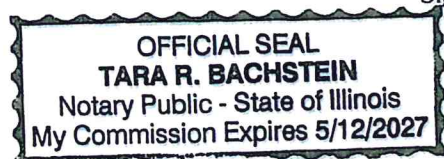
PRINTED NAME

STREET ADDRESS, CITY, STATE

[Handwritten Signature]

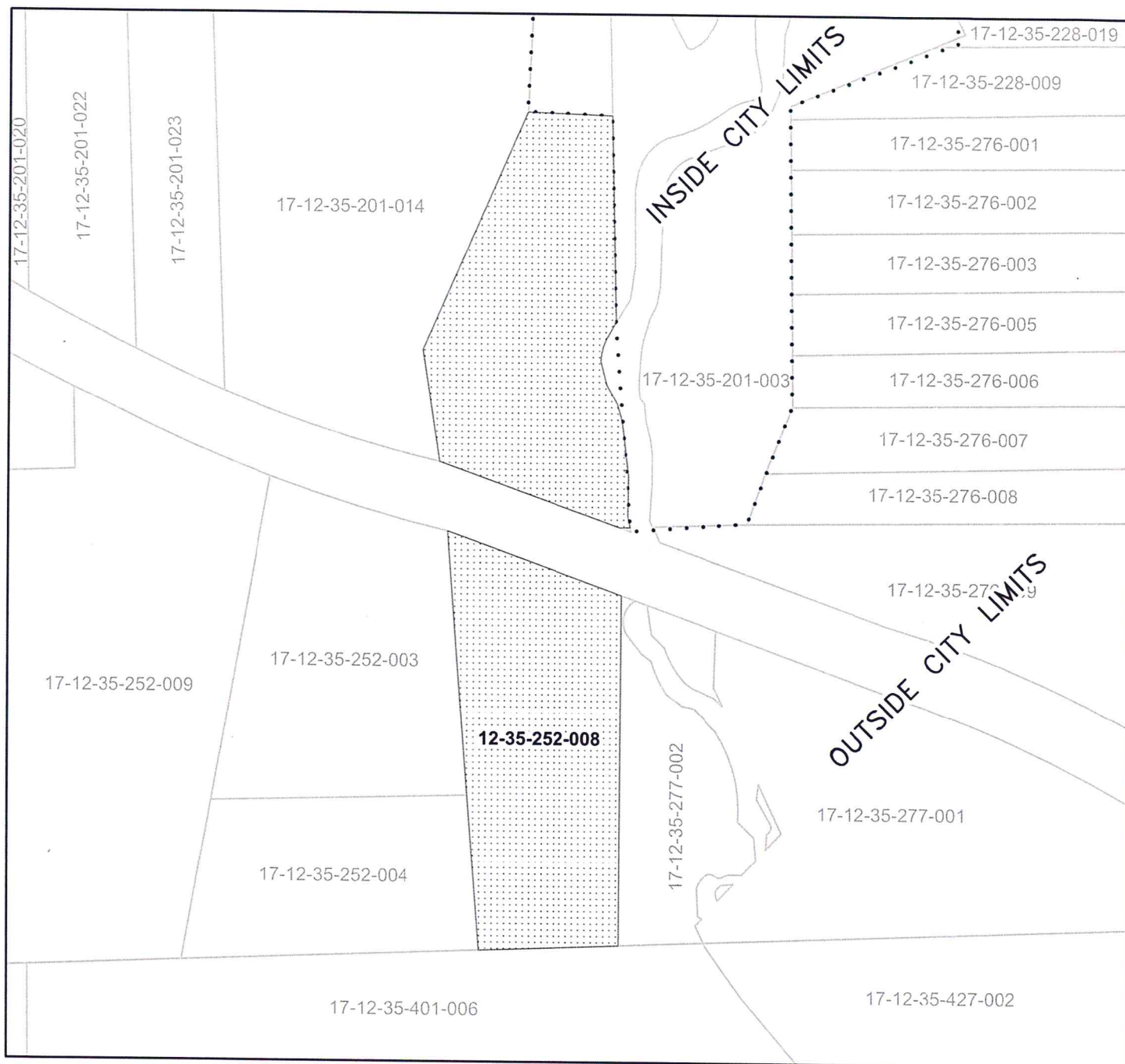
Jon Kindseth

1 Gary K. Anderson Plaza Decatur, IL 62521

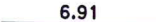
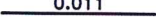
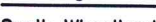


Signed and sworn to before me 27th day of July, 2023

[Handwritten Signature]
Notary Public



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
17-12-35-252-008

 Indicates territory annexed
 Indicates existing corporate limits
 6.91 acres
 0.011 sq. miles
 0 lin. ft. of public road
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.



ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____

DATE: _____ Page 202 of 372

MEMO

FROM: Scot Wrighton
RE: Annexation Petitions

In his capacity as Deputy City Manager, and in accordance with instructions provided by me, Jon Kindseth has responsibility for, and the authority to act as, the representative and signatory for the city of Decatur for purposes of signing annexation petitions for properties owned by the city.



Scot Wrighton
City Manager, City of Decatur

217-424-2801

wrighton@decaturil.gov | decaturil.gov

1 Gary K Anderson Plaza, Decatur IL 62523

Public Works

DATE: 8/8/2023

MEMO: 2023-74

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Ordinance Annexing Territory – 2nd Lot East of 990 Tohill Road Lying South of CN Railroad

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory at the 2nd Lot East of 990 Tohill Road Lying South of the CN Railroad be approved.

BACKGROUND:

The subject property is being annexed due to being a City owned property.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2nd Lot East of 990 Tohill Road Lying South of CN Railroad	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2ND LOT EAST OF 990 TOHILL ROAD LYING SOUTH OF CN RAILROAD**

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 Jon Kindseth, requesting that there be annexed to the City territory described as:

ZONE 2: CITY OWNED LAND PARCEL 2 - TRACT NO. 22
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, THENCE EAST A DISTANCE OF 193.7 FEET, THENCE SOUTH 20° 25' WEST 78.8 FEET, THENCE SOUTH 20° 25' WEST 65.5 FEET THENCE SOUTH 1° 33' WEST 135 FEET, THENCE SOUTH 22° 5' EAST, 254.9 FEET, THENCE SOUTH 42° 20' WEST 202.3 FEET, THENCE SOUTH 29° 30' EAST 26.7 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, THENCE WEST 113.5 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 THENCE NORTH 358 FEET TO THE PLACE OF BEGINNING, EXCEPTING HOWEVER, FROM THE ABOVE DESCRIBED TRACT THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, AND CONTAINING 2.23 ACRES.

PIN# 12-35-277-002

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 21st day of August 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
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 the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2nd Lot East of 990 Tohill Road Lying South of CN Railroad, and legally described as follows:

ZONE 2: CITY OWNED LAND PARCEL 2 - TRACT NO. 22
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 16 NORTH,
RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, THENCE EAST A DISTANCE OF 193.7 FEET, THENCE
SOUTH 20° 25' WEST 78.8 FEET, THENCE SOUTH 20° 25' WEST 65.5 FEET THENCE SOUTH 1° 33' WEST 135
FEET, THENCE SOUTH 22° 5' EAST, 254.9 FEET, THENCE SOUTH 42° 20' WEST 202.3 FEET, THENCE SOUTH
29° 30' EAST 26.7 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 35, THENCE WEST 113.5 FEET TO THE SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 THENCE NORTH 358 FEET TO
THE PLACE OF BEGINNING, EXCEPTING HOWEVER, FROM THE ABOVE DESCRIBED TRACT THE RIGHT OF
WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, AND CONTAINING 2.23 ACRES.

PIN #_12-35-277-002_

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.

SIGNATURE

PRINTED NAME

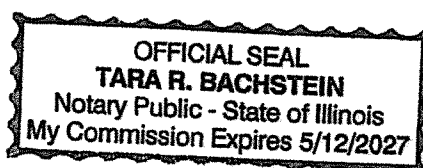
STREET ADDRESS, CITY, STATE

[Handwritten Signature]

Jon Kindseth

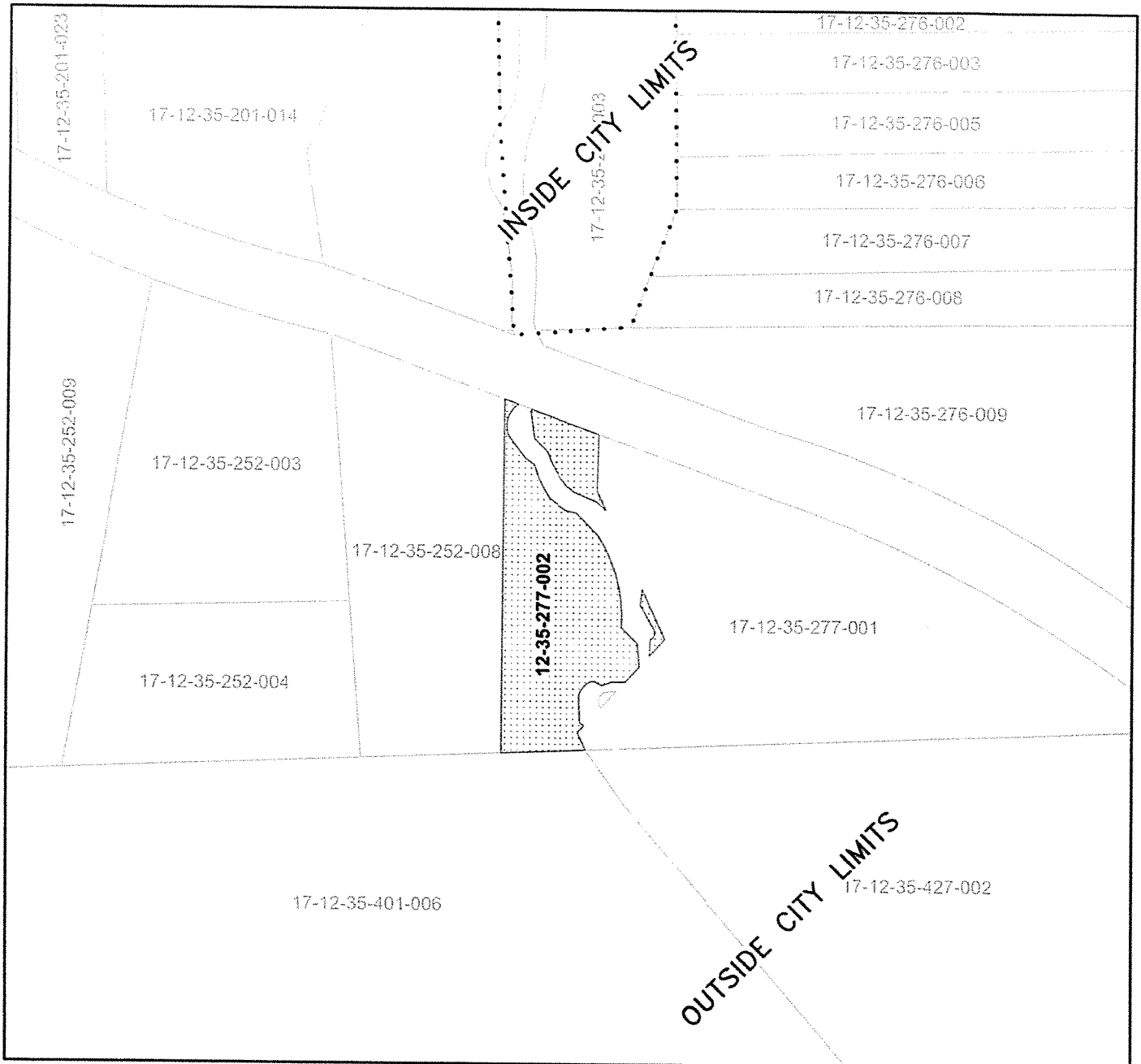
1 Gary K. Anderson Plaza Decatur, IL 62521

Signed and sworn to before me 27th day of July, 2023

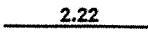
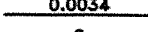
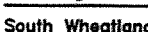


(Rev. 1/2019)

[Handwritten Signature]
Notary Public



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
17-12-35-277-002

-  Indicates territory annexed
-  Indicates existing corporate limits
-  2.22 acres
-  0.0034 sq. miles
-  0 lin. ft. of public road
-  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.



ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____
DATE: _____

MEMO

FROM: Scot Wrighton
RE: Annexation Petitions

In his capacity as Deputy City Manager, and in accordance with instructions provided by me, Jon Kindseth has responsibility for, and the authority to act as, the representative and signatory for the city of Decatur for purposes of signing annexation petitions for properties owned by the city.



Scot Wrighton
City Manager, City of Decatur

217-424-2801

wrighton@decaturil.gov | decaturil.gov

1 Gary K Anderson Plaza, Decatur IL 62523

Public Works

DATE: 8/8/2023

MEMO: 2023-76

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –1805 Danceland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 1805 Danceland Road be approved.

BACKGROUND:

The subject property is being annexed due to wanting City water.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1805 Danceland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1805 DANCELAND 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 Patrick A. Hahn and Jennifer A. Hahn, requesting that there be annexed to the City territory described as:

BEGINNING 553.78 FEET WEST AND 20 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 408 FEET, THENCE EAST 106 $\frac{3}{4}$ FEET, THENCE NORTH 408 FEET, THENCE WEST 106 $\frac{3}{4}$ FEET TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-25-351-012

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 21st day of August 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Patrick A. Hahn, Jennifer A. Hahn

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1805 Danceland Road, and legally described as follows:

BEGINNING 553.78 FEET WEST AND 20 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 408 FEET, THENCE EAST 106 ¾ FEET, THENCE NORTH 408 FEET, THENCE WEST 106 ¾ FEET TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-25-351-012

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>
------------------	---------------------	------------------------------------

Patrick A. Hahn

Patrick A. Hahn

1805 Danceland Rd

Jennifer A. Hahn

Jennifer A. Hahn

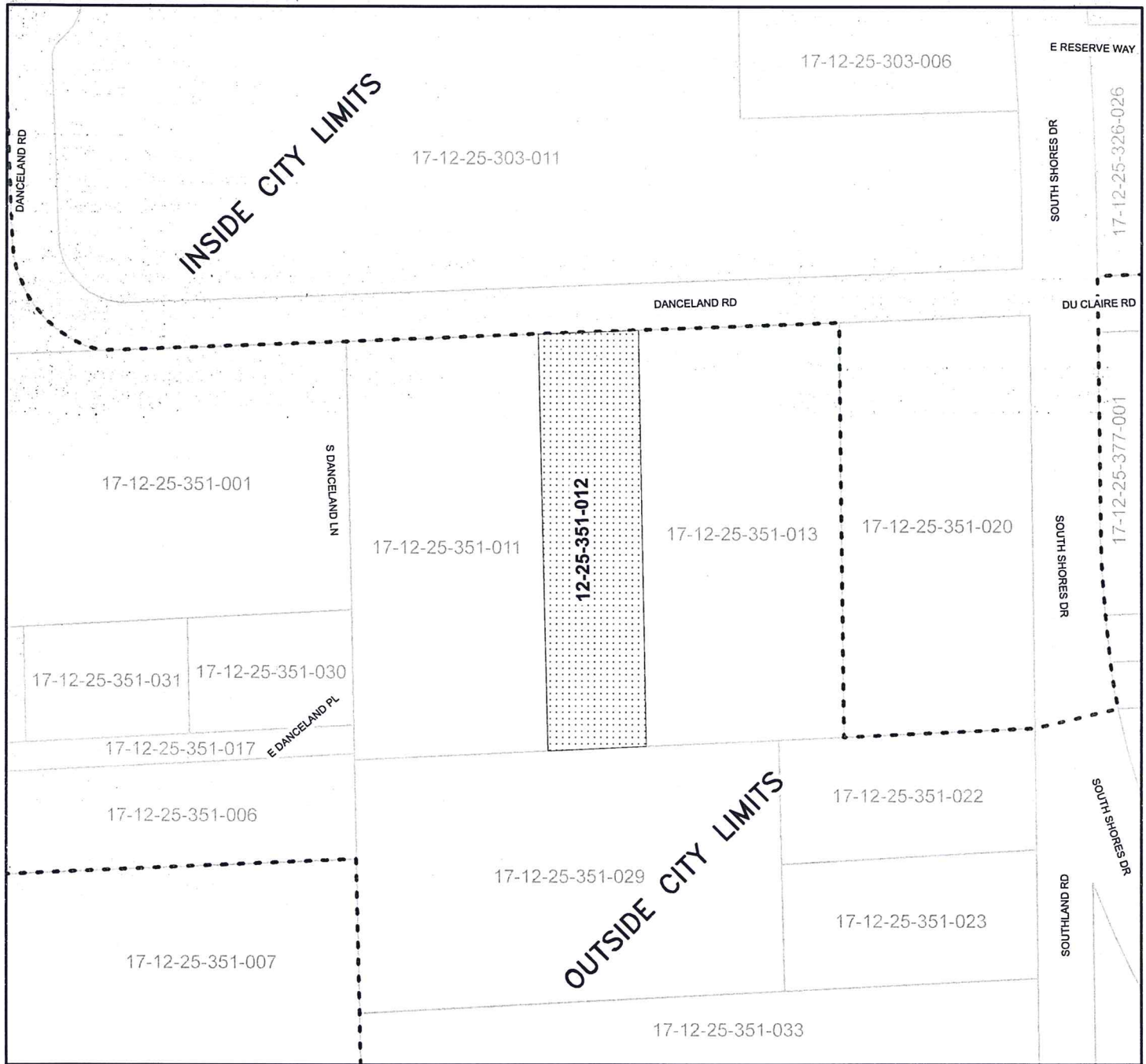
Decatur, IL 62521

Signed and sworn to before me this 2ND day of AUGUST, 2023

Robert Zeigler
Notary Public

(Rev. 12/2014)





LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

1805 Danceland Rd

	Indicates territory annexed
	Indicates existing corporate limits
1.1	acres
0.0017	sq. miles
0	lin. ft. of public road
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.

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2022

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____

DATE: _____

Page 214 of 372

Public Works

DATE: 8/8/2023

MEMO: 2023-77

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2249 Mesa Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2249 Mesa Drive be approved.

BACKGROUND:

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2249 Mesa Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2249 MESA 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 Joshua D. Dilbeck, Carrie M. Dilbeck and Ethan Dilbeck, requesting that there be annexed to the City territory described as:

LOT NINE (9) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-202-003

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 21st day of August 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Joshua Dilbeck Ethan Dilbeck

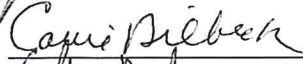
Carrie Dilbeck

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2249 Mesa Drive, and legally described as follows:

LOT 11 OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 ON PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

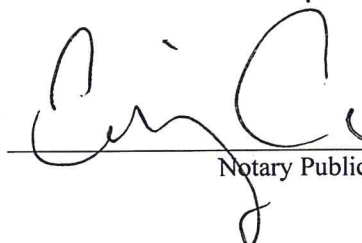
PIN # 17-12-36-202-003

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.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	<u>Joshua D Dilbeck</u>	<u>2249 MESA Dr Decatur, IL</u>
	<u>Carrie M Dilbeck</u>	<u>2249 Mesa Dr. Decatur, IL</u>
	<u>Ethan Dilbeck</u>	<u>2249 mesa Dr. Decatur, IL</u>

Signed and sworn to before me this 31st day of July, 2023




Notary Public



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2249 Mesa Drive

	Indicates territory annexed
	Indicates existing corporate limits
	0.49 acres
	0.0008 sq. miles
	147.3 lin. ft. of public road
	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.



ILLINOIS PROFESSIONAL ENGINEER #062-048941
 LICENSE EXPIRES NOV. 30, 2022

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____

DATE: _____ Page 219 of 372

Public Works

DATE: 8/8/2023

MEMO: 2023-78

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –3034 Tempe Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3034 Tempe Drive be approved.

BACKGROUND:

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

POTENTIAL OBJECTIONS: None

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3034 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3034 TEMPE 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 John Sandomytschenko and Becky Sandomytschenko, requesting that there be annexed to the City territory described as:

LOT TEN (10) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300 PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-204-005

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 21st day of August 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Becky Sadomytschenko
John Sadomytschenko

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3034 Tempe Drive, and legally described as follows:

LOT TEN (10) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300 PAGE 372 OF THE RECORDS
IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-005

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>Becky Sadomytschenko</u>	<u>Becky Sadomytschenko</u>	<u>3034 Tempe Dr</u>
<u>John Sadomytschenko</u>		<u>Decatur IL 62521</u>
		<u>John Sadomytschenko</u>

Signed and sworn to before me this 31st day of July, 20 23

Tara R. Bachstein
Notary Public

(Rev. 12/2014)





LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS 3034 Tempe Dr

	Indicates territory annexed
	Indicates existing corporate limits
0.95	acres
0.0015	sq. miles
160	lin. ft. of public road
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.



8-16-23

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2022

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____

DATE: _____

Page 224 of 372

Public Works

DATE: 8/15/2023

MEMO: 2023-85

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

**Resolution Authorizing a Letter of Amendment to the Public Improvements Agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation City Project 2009-33
Section 09-00933-01-BR**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to a Letter of Amendment to the Public Improvements Agreement with the Norfolk Southern Railway Company to construct a grade separation on Brush College Road over the Norfolk Southern tracks at Faries Parkway for an amended cost of \$545,329. It is expected that the City will be fully reimbursed with Grade Crossing Protection funds.

BACKGROUND:

The Illinois Department of Transportation opened bids on the Brush College Grade Separation Project on June 16, 2023. The low bid was provided by the joint venture of William Charles Construction Company, LLC and White Construction, LLC for \$68,927,123.81. As part of the construction of the grade separation structure, the City entered into construction agreements with the two railroad companies affected by the project, the Norfolk Southern and the Illinois Central.

As part of the funding for the project, the City received grant notifications for two grants administered by the Federal Railroad Administration (FRA). The FRA administered grants require additional items be added to the railroad agreements:

1. Compensation to the railroad for the use of their right of way.
2. Assurance that the improvements will accommodate existing and future freight and passenger traffic.
3. Assurance that the railroad will have all collective bargaining agreements remain in full force and effect for the work performed as part of this project.
4. Assurance that the City complies with specified liability requirements.

At the request of the City to provide an amendment that addressed these items, the Norfolk Southern prepared the attached Letter of Amendment to the construction agreement. The major items included in the amendment are briefly outlined below:

1. The four FRA requirements are included.
2. The railroad protective requirements are placed upon the contractor implementing the City's project. This generally entails the employment of a railroad flagger who is normally an employee of the railroad or an approved contractor. This individual is on site and maintains constant contact with the railroad when work encroaches on the railroad right of way. According to the State contract, the construction contractor will pay the costs for the flagger or any other railroad protective measures and will be reimbursed by the State. These added costs, which are not currently known, will be included in the project expenses.
3. The estimated cost to the City for the construction agreement was reduced from \$600,506 in the original agreement, to \$545,329 in the Letter of Amendment. This cost reduction is generally the estimated cost of the protective services that will now funnel through the contractor and the State construction contract.
4. The Norfolk Southern reaffirms their obligation to pay the City \$1 million at the conclusion of the project.

According to the Joint Funding Agreement between the City and the State, all costs associated with the railroad agreement will be fully reimbursed by the Grade Crossing Protection Fund.

The City is still seeking an amendment with the Illinois Central.

PRIOR COUNCIL ACTION:

November 15, 2021: City Council approved Resolution R2021-212 authorizing a Public Improvements Agreement with the Norfolk Southern Railway Company to construct a grade separation bridge on Brush College Road over the Norfolk Southern tracks at Faries Parkway for a cost of \$600,506.

See Appendix A for other prior Council actions on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Norfolk Southern Railway Company

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this agreement is planned for the State Motor Fuel Tax fund. It is expected that the City will be fully reimbursed with Grade Crossing Protection funds.

Staffing Impact: Staff time is allocated to manage this project.

SCHEDULE: The construction project will be under a contract with the State of Illinois and under the direction of the Illinois Department of Transportation. A preconstruction conference was held on Thursday, August 10. The contractor has yet to provide a construction schedule, however, construction is planned to begin on September 5, the day after Labor Day. The project duration is expected to be about 3 years.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Letter of Amendment Norfolk Southern Railway Company	Resolution Letter
Appendix A	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LETTER OF AMENDMENT TO THE PUBLIC
IMPROVEMENTS AGREEMENT WITH THE NORFOLK SOUTHERN RAILWAY
COMPANY FOR THE BRUSH COLLEGE ROAD GRADE SEPARATION PROJECT
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Letter of Amendment presented to the Council herewith as Exhibit A and made part hereof, between the Norfolk Southern Railway Company and the City of Decatur, Illinois, 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 Letter of Amendment between the City of Decatur, Illinois and the Norfolk Southern Railway Company, for a fee of \$545,329.

PRESENTED and ADOPTED this 21st day of August 2023.

Mayor Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

Exhibit A

Letter of Amendment
By and Between

City Of Decatur, Illinois and Norfolk Southern Railway Company

THIS LETTER OF AMENDMENT (the "Amendment"), dated as of the ___ day of _____, 2023, is hereby made and entered into by and between the CITY OF DECATUR, ILLINOIS, (hereinafter called "LICENSEE") and NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter called "RAILWAY").

WHEREAS, LICENSEE and RAILWAY entered into an agreement, dated November 16, 2021, (the "Agreement") to close Brush College Road at-grade crossing (DOT# 328516E) and construct a new overhead bridge structure near milepost IT-43.53 at or near Decatur, Illinois, a copy of which is enclosed as Attachment 1 hereto;

WHEREAS, the Agreement contemplated an order issued by the Illinois Commerce Commission ("ICC") but left blanks for references to such an order;

WHEREAS, the parties desire to include appropriate references to ICC orders in the Agreement as appropriate;

WHEREAS, LICENSEE received a grant from the Federal Railroad Administration for the Brush College Road improvements and that grant requires that LICENSEE include certain terms and conditions into the agreement with RAILWAY to comply with 49 U.S.C. §22905(c)(1);

WHEREAS, LICENSEE desires to ensure the Agreement includes all applicable grant requirements by entering into this Amendment; and

WHEREAS, the parties desire to amend certain items included as LICENSEE or RAILWAY obligations.

NOW THEREFORE, the Agreement is modified and amended as follows:

1. The second recital in the Agreement is deleted in its entirety and replaced with the following:

WHEREAS, the Illinois Commerce Commission authorized construction of the Facilities in Docket No. T18-0082 by issuing an Interim Order on January 21, 2020, a Final Order on December 16, 2021, and a First Supplemental Order on June 29, 2023, which may be further supplemented as needed (collectively, the "ICC Order"); and

2. Paragraph I.3 of the Agreement is deleted in its entirety and replaced with the following:

Construction and Maintenance of the Facilities. LICENSEE shall obtain all necessary permits or other approvals necessary for the construction and maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted

by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) herein. Any modification of the Facilities will require subsequent review and approval by RAILWAY which approvals will be in the sole and absolute discretion of RAILWAY.

3. A new paragraph I.6(c) is added to the Agreement as follows:

(c) LICENSEE assures that it complies with liability requirements consistent with 49 U.S.C. §28013, as applicable.

4. Paragraph I.7 of the Agreement is deleted in its entirety and replaced with the following:

Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks during the installation, maintenance, repair, renewal or removal of the Facilities.

5. A new Paragraph I.19 is added to the Agreement as follows:

Qualified Protective Services. LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect LICENSEE or its contractor when construction activities are taking place on or adjacent to RAILWAY property and/or has the potential to foul RAILWAY's tracks or operations. All costs of the qualified protective services shall be borne by LICENSEE. Any contractor providing qualified protective services on behalf of LICENSEE or its contractor is subject to prior approval from RAILWAY to ensure safety.

6. Paragraph II.1 of the Agreement is deleted in its entirety and replaced with the following:

Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, and superintendence within and along RAILWAY property ("Railroad Work") necessary to facilitate LICENSEE's installation, construction, maintenance, operation, and removal of the Facilities.

7. A new Paragraph II.2(c) is added to the Agreement as follows:

(c) Any applicable collective bargaining agreements with the RAILWAY's employees will remain in full force and effect according to their terms for the Railroad Work.

8. Paragraph II.5(a) of the Agreement is deleted in its entirety and replaced with the following:

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of LICENSEE all labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Work.

9. Paragraph II.5(b) of the Agreement is deleted in its entirety and replaced with the following:

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by RAILWAY, which is estimated to be **Five Hundred Forty-Five Thousand, Three Hundred Twenty-Nine and Zero Cents (\$545,329.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

10. Paragraph II.5(d) of the Agreement is deleted in its entirety and replaced with the following:

(d) RAILWAY Contribution. RAILWAY agrees to participate in the cost of the grade separation structure by contributing a lump sum amount of \$1,000,000 as set forth in the ICC Order.

11. Exhibit C contained in the Agreement is deleted in its entirety and replaced with a new Exhibit C, dated November 4, 2022, attached hereto as Attachment 2.

12. Exhibit D contained in the Agreement is deleted in its entirety and replaced with a new Exhibit D, dated July 27, 2023, attached hereto as Attachment 3.

13. All other terms and conditions contained in the Agreement remain the same as originally written.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Amendment effective the day and year first written above.

THE CITY OF DECATUR, ILLINOIS, an Illinois Municipality

By: _____
Name: _____
Title: _____
Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By: _____
Name: _____
Title: _____
Date: _____

THIS AGREEMENT, dated as of the 16 day of November, 2021 is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW Atlanta, GA 30308 (hereinafter called "RAILWAY"); and

THE CITY OF DECATUR, ILLINOIS, an Illinois Municipality, whose mailing address is 1 Gary K. Anderson Plaza, Decatur, Illinois 62523 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to close the existing Brush College Road at grade crossing (DOT# 328516E) and construct a new overhead bridge structure (the "Facilities") to carry Brush College Road over RAILWAY, in the vicinity of RAILWAY Milepost IT-43.53, at or near Decatur, Macon County, Illinois (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, the Illinois Commerce Commission issued an order on _____ authorizing construction of the Facilities in Docket No. _____; and

WHEREAS, pursuant to the ICC Order, RAILWAY is willing to permit the LICENSEE's contractor(s) to enter upon RAILWAY's Premises for construction of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D; and

WHEREAS, LICENSEE will eliminate the at grade crossing with active warning devices on the existing Brush College Road at the tracks of RAILWAY at RAILWAY Milepost IT-43.53; and

WHEREAS, RAILWAY is willing to participate in the cost of the construction of the new grade separation structure as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the

prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall obtain all necessary permits or other approvals necessary for the construction and maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with: (a) plans and specifications shown on Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE's contractors entering the Premises shall fully comply with applicable roadway worker protection regulations. Any modification of the Facilities will require subsequent review and approval by RAILWAY which approval will be in the sole and absolute discretion of RAILWAY.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are

not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon one hundred eighty (180) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the

furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, upon RAILWAY's written request, LICENSEE shall remove the Facilities from the Premises within one hundred eighty days (180) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and RAILWAY have the right to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD WORK, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property ("Railroad Work") necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities.

2. Performance of the Railroad Work. The RAILWAY shall perform the Railroad Work in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All Railroad Work performed by the RAILWAY and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish the Railroad Work by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Work. Upon completion of the Railroad Work, the RAILWAY shall own and, at its own cost and expense, maintain any improvements constructed by RAILWAY as part of the Railroad Work until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Commencement of the Railroad Work. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY to perform the Railroad Work ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence the Railroad Work as soon as possible, in RAILWAY's sole discretion.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Work. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Six Hundred Thousand, Five Hundred and Six Dollars and Zero Cents (\$600,506.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurring Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

(d) RAILWAY Contribution. RAILWAY agrees to participate in the cost of the grade separation structure by contributing a lump sum amount of \$1,000,000 as set forth in the ICC Order No. _____ issued on _____.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o The City of Decatur, Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attention: Director of Public Works

As to RAILWAY:
c/o Norfolk Southern Corporation
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45

Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

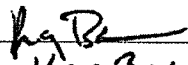
12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

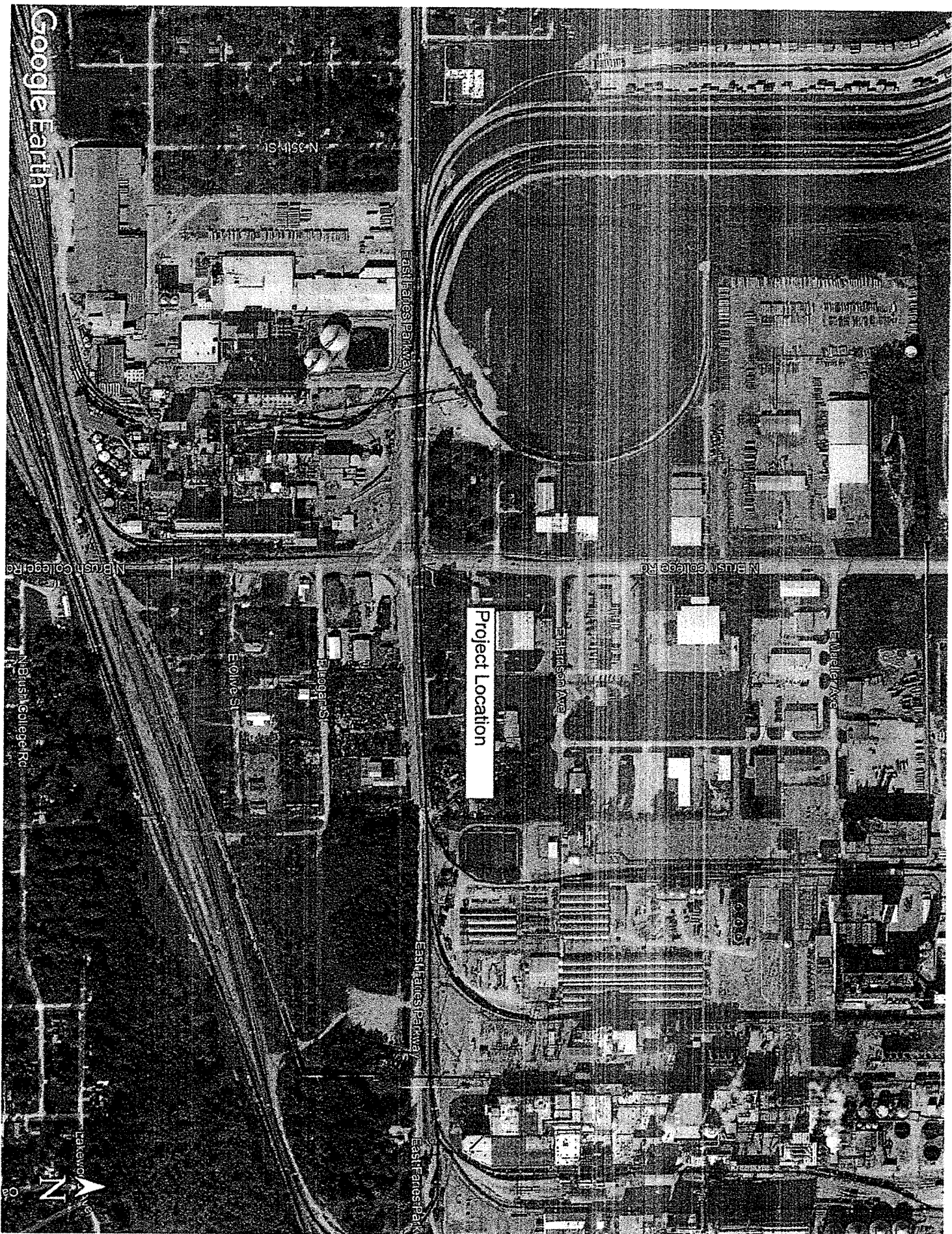
THE CITY OF DECATUR, ILLINOIS, an
Illinois Municipality

By: 
Name: Julie Moore Wottle
Title: Mayor
Date: Nov. 16, 2021

NORFOLK SOUTHERN RAILWAY
COMPANY, a Virginia corporation

By: 
Name: Craig Barner
Title: General Manager
Date: 10/20/21

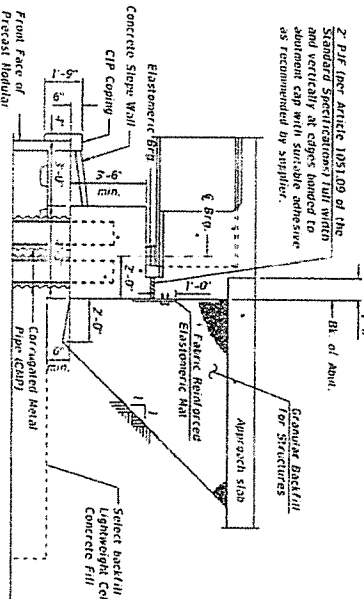
NS File: BR1113299



1. Fastener shall be ASTM A325 Type 1, mechanically galvanized bolts (in painted areas and ASTM A325 Type 3 in unpainted areas). Bolts $\frac{1}{2}$ " Ø, hole $\frac{1}{2}$ " Ø, unless otherwise noted.

1. No field welding is permitted except as specified in the contract documents.
2. Reinforcement bars designated (E) shall be epoxy coated.
3. If the Contractor elects to use cantilever (overturn) brackets on the exterior beams or girders, the brackets shall be placed at the same locations as required for the intermediate beams in Article 50.03(d) of the Standard Specifications. Additional cantilever, forming brackets are required. Intermediate bracing shall be provided for the cantilevered beams and the beam at each of these additional bracket locations.
4. Bearing seat surfaces shall be constructed or adjusted to the designated elevations within a tolerance of $\pm 1/4$ inch (6.35 mm) f.u. Adjustment shall be made either by grinding the surface or by shimming the bearings.
5. Concrete Solder shall be applied to the designated areas of the pier.
6. The final layout, 2-D or 3-D, of Acrylic *or* Acrylic Paint Systems shall be used on ship and field painting of new structural steel except where otherwise noted. The color of the final finish coat for all interior steel surfaces shall be approved by the Architect. The color of the finish coat for the exterior and bottom flange of the fascia beams shall be gray, specified as 50 717.
7. The elevation of the existing USFR first top-of-rail profile shall be verified before beginning construction. All discrepancies shall be brought to the attention of the Architect/Structural Public Projects Engineer.

SECTION THRU SEMI-INTEGRAL ABUTMENT

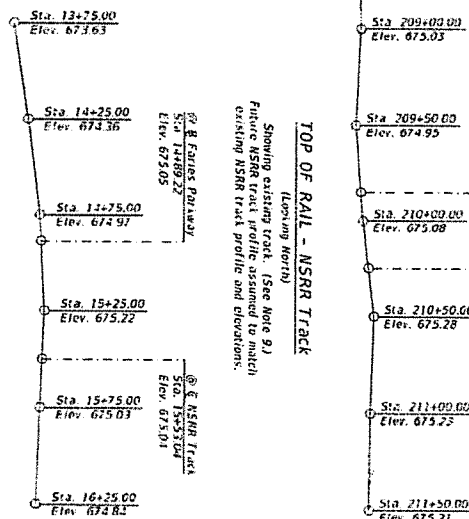
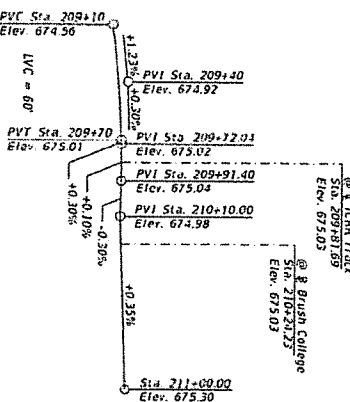
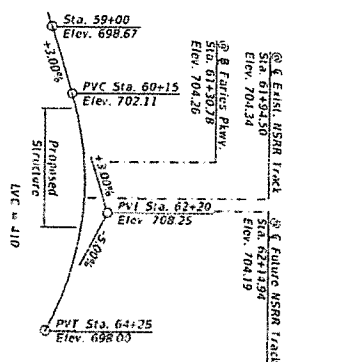


* **Fabric Reinforced Elastomeric** that, according to Section 102 of the Standard Specifications, Fabric mat shall be 24" wide and attached full width and vertically at edges to the abutment cap with a $\frac{3}{8}$ " x 5" steel plate and by 6 studs with nuts and washers at 12" c/c. Cost included with Concrete Superstructure.

** Paid for as Slope Wall 1 inch. See Sheet SF-26 for Concrete Slope Wall details.

STATION 61+29.19
BUILT 20-- BY
CITY OF DECATUR
7448 SEC. 09-R0935-0
LOADING HL. 9.3
STRUCTURE NO. 058-9-2020

NAME PLATE
Sec. Std. 515001



PROFILE GRADE - BRUSH COLLEGE ROAD

PROFILE GRADE - FARIES PARKWAY

TOP OF RAIL - ICRR Track

AECOM

4413

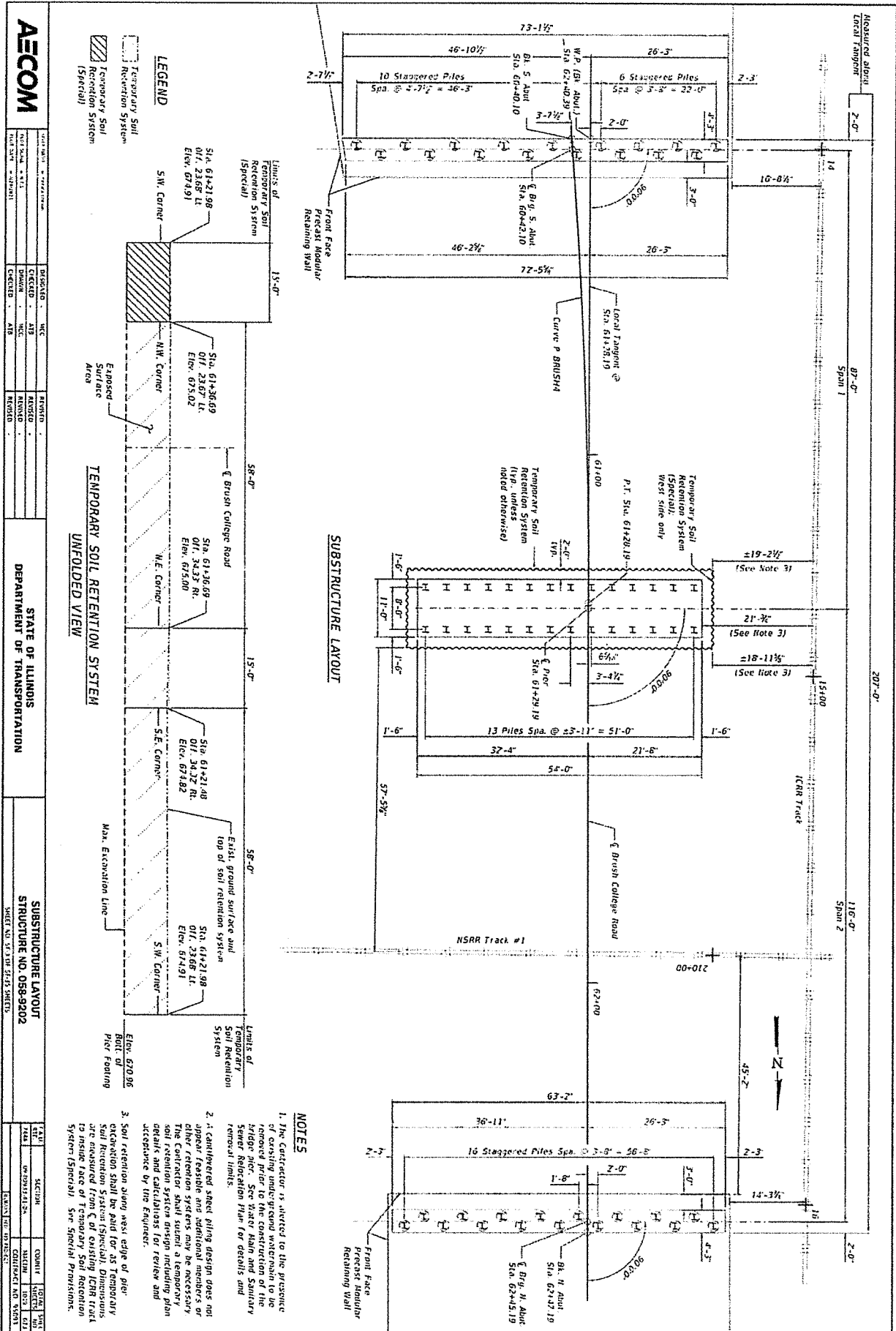
20	REVISED	.
MCC	REVISED	.

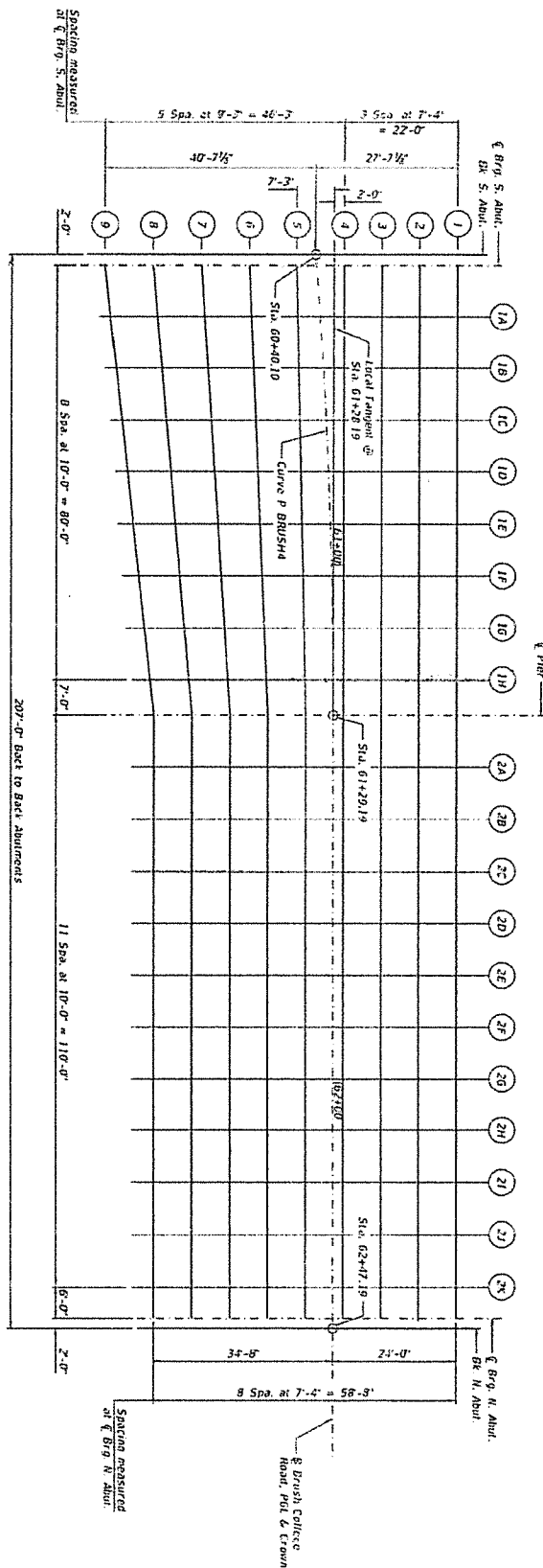
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

GENERAL DATA
STRUCTURE NO. 058-9202

RAY	MACTH06	CO04015	RDIAL	SHR12
AY			STETS	NO
2246	64-03911-0-2-02	MACTH06	1019	672

		ITEM		TOTAL BILL OF MATERIAL	
		UNIT	QUANTITY	UNIT PRICE	TOTAL
STRUCTURE ERECTION		Cu Yd	1.79		7.79
CONCRETE STRUCTURES		Cu Yd	31.73		147.73
CONCRETE SUPERSTRUCTURE		Cu Yd	5.092		23.02
BRIDGE DECK CONCRETE		Cu Yd	1.518		6.83
CONCRETE SUBSTRUCTURE APPROXIMATELY		Cu Yd	1.092		4.92
FURNISHING AND ERECTING STRUCTURAL STEEL		Lbs	1,500		1,500
STEEL SHEET CONNECTIONS		Pcwt	6.733		30.30
REINFORCEMENT BARS, EPOXY COATED		Pcwt	220.380		992.52
MECHANICAL STUDS		Pcwt	112		504.00
RECYCLED ROOFING		Sq Yd	6.0		6.0
DRYING & ERECTING ROOFING		Lbs	205		9.23
DRYING & ERECTING ROOFING (SUBTOTAL)		Lbs	205		9.23
PERMANENT ROOFING		Sq Yd	263		263
STEEL WALL & FLOOR		Lbs	58.74		264.84
FURNISHING STEEL PILES (PIL24X89)		Lbs	1,001		4,505.45
DYNAMIC PILES		Lbs	1,001		4,505.45
TEST THE STEEL PILES (PIL24X89)		Lbs	4		17.64
THE SHEET		Lbs	6.2		27.72
CLASSTIFICATION ROOFING ASSEMBLY, TYPE I		Lbs	1		4.50
ASSEMBLY		Lbs	1		4.50
ASSEMBLY		Lbs	36		162.00
ASSEMBLY		Lbs	10		45.00
TEMPORARY SOIL RETENTION SYSTEM		Lbs	5.81		26.15
TEMPORARY SOIL RETENTION SYSTEM		Lbs	27.6		124.74
CONCRETE SHIELD		Lbs	5.74		25.83
CONCRETE SHIELD		Lbs	20.33		91.46
CONCRETE SHIELD		Lbs	6.0		27.00
CONCRETE SHIELD		Lbs	2.03		9.14





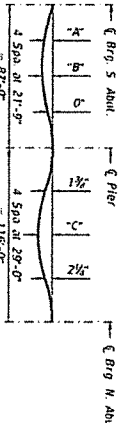
DEFLECTION DIAGRAM DIMENSIONS

Span	Dim. "A"	Dim. "B"	Dim. "C"
(1)	1/2"	1/2"	2 1/2"
(2)	1/2"	1/2"	2 1/2"
(3)	1/2"	1/2"	2 1/2"
(4)	1/2"	1/2"	2 1/2"
(5)	1/2"	1/2"	2 1/2"
(6)	1/2"	1/2"	2 1/2"
(7)	1/2"	1/2"	2 1/2"
(8)	1/2"	1/2"	2 1/2"
(9)	1/2"	1/2"	2 1/2"

DEAD LOAD DEFLECTION DIAGRAM

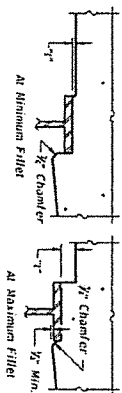
(Includes weight of concrete only.)

Note: The above deflections are not to be used in the field if the engineer is working from the grade elevations adjusted for dead load deflections as shown on sheets SF-5 and SF-6.



FILLET HEIGHTS

To determine "T": After all structural steel has been erected, elevations of the top flanges of the beams shall be taken at intervals shown in the plan view above. These elevations subtracted from the "Theoretical Grade Elevations" adjusted for Dead Load Deflection shown in the tables on sheets SF-5 and SF-6, minus slab thickness, equals the fillet heights "T" above top flange of beams.



AECOM

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

DESIGN - DR
CHECKED - MC
REVISION -

TOP OF SLAB ELEVATIONS I
STRUCTURE NO. 058-9202

SHEET NO. 54 OF 54 SHEETS

DATE: 10/23/2013
DRAWN BY: J. J. J.
CHECKED BY: J. J. J.
CONTRACT NO. 058-9202

GIRDER 1

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Deck Load Deflection and Gridding
BL. S. Abut.	60+42.29	-27.40	702.31	702.31
1A	60+44.23	-27.44	702.36	702.36
1B	60+45.06	-25.61	702.60	702.60
1C	60+46.71	-25.97	702.82	702.82
1D	60+48.32	-24.96	703.02	703.02
1E	60+49.99	-24.59	703.36	703.36
1F	60+51.66	-24.31	703.50	703.50
1G	60+53.34	-24.12	703.62	703.62
1H	60+55.02	-24.02	703.72	703.72
PIVOT	60+56.70	-24.00	703.78	703.78
2A	60+58.38	-24.00	703.85	703.85
2B	60+60.06	-24.00	703.89	703.89
2C	60+61.74	-24.00	703.92	703.92
2D	60+63.42	-24.00	703.93	703.93
2E	60+65.10	-24.00	703.92	703.92
2F	60+66.78	-24.00	703.89	703.89
2G	60+68.46	-24.00	703.85	703.85
2H	60+70.14	-24.00	703.80	703.80
2I	60+71.82	-24.00	703.77	703.77
2J	60+73.50	-24.00	703.72	703.72
2K	60+75.18	-24.00	703.67	703.67
BL. N. Abut.	60+76.86	-24.00	703.62	703.62

GIRDER 2

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Deck Load Deflection and Gridding
BL. S. Abut.	60+41.72	-20.19	702.44	702.44
1A	60+43.61	-20.03	702.49	702.49
1B	60+45.50	-19.30	702.73	702.73
1C	60+47.39	-18.57	702.96	702.96
1D	60+49.28	-17.84	703.18	703.18
1E	60+51.17	-17.11	703.39	703.39
1F	60+53.06	-16.38	703.59	703.59
1G	60+54.95	-15.65	703.77	703.77
1H	60+56.84	-14.92	703.93	703.93
PIVOT	60+58.73	-14.19	704.08	704.08
2A	60+60.62	-13.46	704.22	704.22
2B	60+62.51	-12.73	704.35	704.35
2C	60+64.40	-12.00	704.47	704.47
2D	60+66.29	-11.27	704.58	704.58
2E	60+68.18	-10.54	704.68	704.68
2F	60+70.07	-9.81	704.77	704.77
2G	60+71.96	-9.08	704.85	704.85
2H	60+73.85	-8.35	704.92	704.92
2I	60+75.74	-7.62	704.98	704.98
2J	60+77.63	-6.89	705.03	705.03
2K	60+79.52	-6.16	705.07	705.07
BL. N. Abut.	60+81.41	-5.43	705.10	705.10

GIRDER 3

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Deck Load Deflection and Gridding
BL. S. Abut.	60+41.14	-17.88	702.57	702.57
1A	60+43.03	-17.72	702.62	702.62
1B	60+44.92	-17.56	702.69	702.69
1C	60+46.81	-17.40	702.76	702.76
1D	60+48.70	-17.24	702.83	702.83
1E	60+50.59	-17.08	702.90	702.90
1F	60+52.48	-16.92	702.97	702.97
1G	60+54.37	-16.76	703.04	703.04
1H	60+56.26	-16.60	703.11	703.11
PIVOT	60+58.15	-16.44	703.18	703.18
2A	60+60.04	-16.28	703.25	703.25
2B	60+61.93	-16.12	703.32	703.32
2C	60+63.82	-15.96	703.39	703.39
2D	60+65.71	-15.80	703.46	703.46
2E	60+67.60	-15.64	703.53	703.53
2F	60+69.49	-15.48	703.60	703.60
2G	60+71.38	-15.32	703.67	703.67
2H	60+73.27	-15.16	703.74	703.74
2I	60+75.16	-15.00	703.81	703.81
2J	60+77.05	-14.84	703.88	703.88
2K	60+78.94	-14.68	703.95	703.95
BL. N. Abut.	60+80.83	-14.52	704.02	704.02

GIRDER 4

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Deck Load Deflection and Gridding
BL. S. Abut.	60+40.55	-5.57	702.70	702.70
1A	60+42.44	-5.41	702.75	702.75
1B	60+44.33	-5.25	702.80	702.80
1C	60+46.22	-5.09	702.85	702.85
1D	60+48.11	-4.93	702.90	702.90
1E	60+50.00	-4.77	702.95	702.95
1F	60+51.89	-4.61	703.00	703.00
1G	60+53.78	-4.45	703.05	703.05
1H	60+55.67	-4.29	703.10	703.10
1I	60+57.56	-4.13	703.15	703.15
1J	60+59.45	-3.97	703.20	703.20
1K	60+61.34	-3.81	703.25	703.25
1L	60+63.23	-3.65	703.30	703.30
1M	60+65.12	-3.49	703.35	703.35
1N	60+67.01	-3.33	703.40	703.40
1O	60+68.90	-3.17	703.45	703.45
1P	60+70.79	-3.01	703.50	703.50
1Q	60+72.68	-2.85	703.55	703.55
1R	60+74.57	-2.69	703.60	703.60
1S	60+76.46	-2.53	703.65	703.65
1T	60+78.35	-2.37	703.70	703.70
1U	60+80.24	-2.21	703.75	703.75
1V	60+82.13	-2.05	703.80	703.80
1W	60+84.02	-1.89	703.85	703.85
1X	60+85.91	-1.73	703.90	703.90
1Y	60+87.80	-1.57	703.95	703.95
1Z	60+89.69	-1.41	704.00	704.00
2A	60+91.58	-1.25	704.05	704.05
2B	60+93.47	-1.09	704.10	704.10
2C	60+95.36	-0.93	704.15	704.15
2D	60+97.25	-0.77	704.20	704.20
2E	60+99.14	-0.61	704.25	704.25
2F	60+101.03	-0.45	704.30	704.30
2G	60+102.92	-0.29	704.35	704.35
2H	60+104.81	-0.13	704.40	704.40
2I	60+106.70	0.03	704.45	704.45
2J	60+108.59	0.19	704.50	704.50
2K	60+110.48	0.35	704.55	704.55
2L	60+112.37	0.51	704.60	704.60
2M	60+114.26	0.67	704.65	704.65
2N	60+116.15	0.83	704.70	704.70
2O	60+118.04	0.99	704.75	704.75
2P	60+119.93	1.15	704.80	704.80
2Q	60+121.82	1.31	704.85	704.85
2R	60+123.71	1.47	704.90	704.90
2S	60+125.60	1.63	704.95	704.95
2T	60+127.49	1.79	705.00	705.00
2U	60+129.38	1.95	705.05	705.05
2V	60+131.27	2.11	705.10	705.10
2W	60+133.16	2.27	705.15	705.15
2X	60+135.05	2.43	705.20	705.20
2Y	60+136.94	2.59	705.25	705.25
2Z	60+138.83	2.75	705.30	705.30
BL. N. Abut.	60+140.72	2.91	705.35	705.35

B BRUSH COLLEGE ROAD, PGL & CROWN

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Deck Load Deflection and Gridding
BL. S. Abut.	60+40.10	0.00	702.80	702.80
1A	60+42.00	0.00	702.85	702.85
1B	60+43.90	0.00	702.90	702.90
1C	60+45.80	0.00	702.95	702.95
1D	60+47.70	0.00	703.00	703.00
1E	60+49.60	0.00	703.05	703.05
1F	60+51.50	0.00	703.10	703.10
1G	60+53.40	0.00	703.15	703.15
1H	60+55.30	0.00	703.20	703.20
1I	60+57.20	0.00	703.25	703.25
1J	60+59.10	0.00	703.30	703.30
1K	60+61.00	0.00	703.35	703.35
1L	60+62.90	0.00	703.40	703.40
1M	60+64.80	0.00	703.45	703.45
1N	60+66.70	0.00	703.50	703.50
1O	60+68.60	0.00	703.55	703.55
1P	60+70.50	0.00	703.60	703.60
1Q	60+72.40	0.00	703.65	703.65
1R	60+74.30	0.00	703.70	703.70
1S	60+76.20	0.00	703.75	703.75
1T	60+78.10	0.00	703.80	703.80
1U	60+80.00	0.00	703.85	703.85
1V	60+81.90	0.00	703.90	703.90
1W	60+83.80	0.00	703.95	703.95
1X	60+85.70	0.00	704.00	704.00
1Y	60+87.60	0.00	704.05	704.05
1Z	60+89.50	0.00	704.10	704.10
2A	60+91.40	0.00	704.15	704.15
2B	60+93.30	0.00	704.20	704.20
2C	60+95.20	0.00	704.25	704.25
2D	60+97.10	0.00	704.30	704.30
2E	60+99.00	0.00	704.35	704.35
2F	60+100.90	0.00	704.40	704.40
2G	60+102.80	0.00	704.45	704.45
2H	60+104.70	0.00	704.50	704.50
2I	60+106.60	0.00	704.55	704.55
2J	60+108.50	0.00	704.60	704.60
2K	60+110.40	0.00	704.65	704.65
2L	60+112.30	0.00	704.70	704.70
2M	60+114.20	0.00	704.75	704.75
2N	60+116.10	0.00	704.80	704.80
2O	60+118.00	0.00	704.85	704.85
2P	60+119.90	0.00	704.90	704.90
2Q	60+121.80	0.00	704.95	704.95
2R	60+123.70	0.00	705.00	705.00
2S	60+125.60	0.00	705.05	705.05
2T	60+127.50	0.00	705.10	705.10
2U	60+129.40	0.00	705.15	705.15
2V	60+131.30	0.00	705.20	705.20
2W	60+133.20	0.00	705.25	705.25
2X	60+135.10	0.00	705.30	705.30
2Y	60+137.00	0.00	705.35	705.35
2Z	60+138.90	0.00	705.40	705.40
BL. N. Abut.	60+140.80	0.00	705.45	705.45

GIRDER 5

Location	Station	Offset	Theoretical Grade Elevations	Theoretical Grade Elevations Adjusted For Deck Load Deflection and Gridding
BL. S. Abut.	60+39.79	3.89	702.72	702.72
1A	60+41.68	3.81	702.77	702.77
1B	60+43.57	3.73	702.82	702.82
1C	60+45.46	3.65	702.87	702.87
1D	60+47.35	3.57	702.92	702.92
1E	60+49.24	3.49	702.97	702.97
1F	60+51.13	3.41	703.02	703.02
1G	60+53.02	3.33	703.07	703.07
1H	60+54.91	3.25	703.12	703.12
1I	60+56.80	3.17	703.17	703.17
1J	60+58.69	3.09	703.22	703.22
1K	60+60.58	3.01	703.27	703.27
1L	60+62.47	2.93	703.32	703.32
1M	60+64.36	2.85	703.37	703.37
1N	60+66.25	2.77	703.42	703.42
1O	60+68.14	2.69	703.47	703.47
1P	60+70.03	2.61	703.52	703.52
1Q	60+71.92	2.53	703.57	703.57
1R	60+73.81	2.45	703.62	703.62
1S	60+75.70	2.37	703.67	703.67
1T	60+77.59	2.29	703.72	703.72
1U	60+79.48	2.21	703.77	703.77
1V	60+81.37	2.13	703.82	703.82
1W	60+83.26	2.05	703.87	703.87
1X	60+85.15	1.97	703.92	703.92
1Y	60+87.04	1.89	703.97	703

GIRDER 5

Location	Station	Offset	Theoretical Grade Elevations	Adjusted for Deck Load Deflection
BL. S. Abut.	60+38.02	12.95	702.52	702.52
Brp. S. Abut.	60+41.05	13.03	702.37	702.37
1A	60+51.18	13.25	702.82	702.82
1B	60+61.31	13.57	703.02	703.02
1C	60+71.45	13.71	703.22	703.22
1D	60+81.59	13.74	703.40	703.40
1E	60+91.72	13.69	703.56	703.56
1F	61+01.86	13.54	703.71	703.72
1G	61+11.99	13.30	703.83	703.85
1H	61+22.12	12.98	703.94	703.94
PILOT	61+29.19	12.67	704.01	704.01
2A	61+39.19	12.67	704.07	704.10
2B	61+49.19	12.67	704.12	704.13
2C	61+59.19	12.67	704.16	704.16
2D	61+69.19	12.67	704.18	704.22
2E	61+79.19	12.67	704.19	704.23
2F	61+89.19	12.67	704.19	704.23
2G	61+99.19	12.67	704.19	704.23
2H	62+09.19	12.67	704.00	704.18
2I	62+19.19	12.67	703.91	704.06
2J	62+29.19	12.67	703.80	703.90
2K	62+39.19	12.67	703.67	703.71
Brp. N. Abut.	62+45.19	12.67	703.59	703.59
BL. N. Abut.	62+47.19	12.67	703.55	703.55

GIRDER 2

Location	Station	Offset	Theoretical Grade Elevations	Adjusted for Deck Load Deflection
BL. S. Abut.	60+38.24	22.23	702.31	702.31
1A	60+50.52	22.35	702.61	702.61
1B	60+60.75	22.37	702.83	702.83
1C	60+70.99	22.26	703.04	703.09
1D	60+81.22	22.11	703.27	703.27
1E	60+91.44	21.83	703.40	703.40
1F	61+01.66	21.47	703.55	703.56
1G	61+11.88	21.00	703.68	703.68
1H	61+22.08	20.45	703.79	703.79
PILOT	61+29.19	20.00	703.86	703.86
2A	61+39.19	20.00	703.93	703.95
2B	61+49.19	20.00	703.97	704.02
2C	61+59.19	20.00	704.00	704.06
2D	61+69.19	20.00	704.01	704.16
2E	61+79.19	20.00	704.00	704.17
2F	61+89.19	20.00	703.97	704.17
2G	61+99.19	20.00	703.91	704.12
2H	62+09.19	20.00	703.85	704.04
2I	62+19.19	20.00	703.76	703.91
2J	62+29.19	20.00	703.65	703.81
2K	62+39.19	20.00	703.52	703.67
Brp. N. Abut.	62+45.19	20.00	703.44	703.44
BL. N. Abut.	62+47.19	20.00	703.41	703.41

GIRDER 8

Location	Station	Offset	Theoretical Grade Elevations	Adjusted for Deck Load Deflection
BL. S. Abut.	60+37.45	31.48	702.11	702.11
Brp. S. Abut.	60+39.51	31.47	702.16	702.16
1A	60+49.85	31.36	702.41	702.44
1B	60+59.99	31.10	702.66	702.69
1C	60+69.84	30.47	702.91	702.94
1D	60+79.84	29.94	703.10	703.14
1E	60+89.15	29.39	703.28	703.31
1F	61+01.46	28.71	703.44	703.46
1G	61+11.76	28.03	703.58	703.58
1H	61+22.03	27.33	703.69	703.69
PILOT	61+29.19	27.33	703.76	703.76
2A	61+39.19	27.33	703.81	703.85
2B	61+49.19	27.33	703.84	703.94
2C	61+59.19	27.33	703.90	704.02
2D	61+69.19	27.33	703.91	704.07
2E	61+79.19	27.33	703.90	704.07
2F	61+89.19	27.33	703.87	704.08
2G	61+99.19	27.33	703.82	704.03
2H	62+09.19	27.33	703.75	703.85
2I	62+19.19	27.33	703.65	703.82
2J	62+29.19	27.33	703.55	703.82
2K	62+39.19	27.33	703.42	703.82
Brp. N. Abut.	62+45.19	27.33	703.34	703.34
BL. N. Abut.	62+47.19	27.33	703.31	703.31

GIRDER 9

Location	Station	Offset	Theoretical Grade Elevations	Adjusted for Deck Load Deflection
Br. S. Abut.	60+36.63	40.71	702.20	702.20
Brp. S. Abut.	60+38.72	40.69	702.26	702.26
1A	60+48.12	40.87	702.53	702.56
1B	60+58.04	39.95	702.80	702.83
1C	60+67.04	39.44	703.01	703.06
1D	60+76.04	38.83	703.21	703.26
1E	60+85.04	38.12	703.40	703.43
1F	61+01.26	37.32	703.56	703.57
1G	61+11.64	36.42	703.69	703.69
1H	61+21.99	35.42	703.81	703.80
PILOT	61+29.19	34.67	703.87	703.87
2A	61+39.19	34.67	703.92	703.92
2B	61+49.19	34.67	703.96	703.96
2C	61+59.19	34.67	704.01	704.06
2D	61+69.19	34.67	704.02	704.18
2E	61+79.19	34.67	704.01	704.21
2F	61+89.19	34.67	703.98	704.20
2G	61+99.19	34.67	703.93	704.15
2H	62+09.19	34.67	703.86	704.06
2I	62+19.19	34.67	703.77	703.93
2J	62+29.19	34.67	703.66	703.82
2K	62+39.19	34.67	703.53	703.56
Brp. N. Abut.	62+45.19	34.67	703.45	703.45
BL. N. Abut.	62+47.19	34.67	703.42	703.42

Note: Offsets measured perpendicular from the R of centerline.

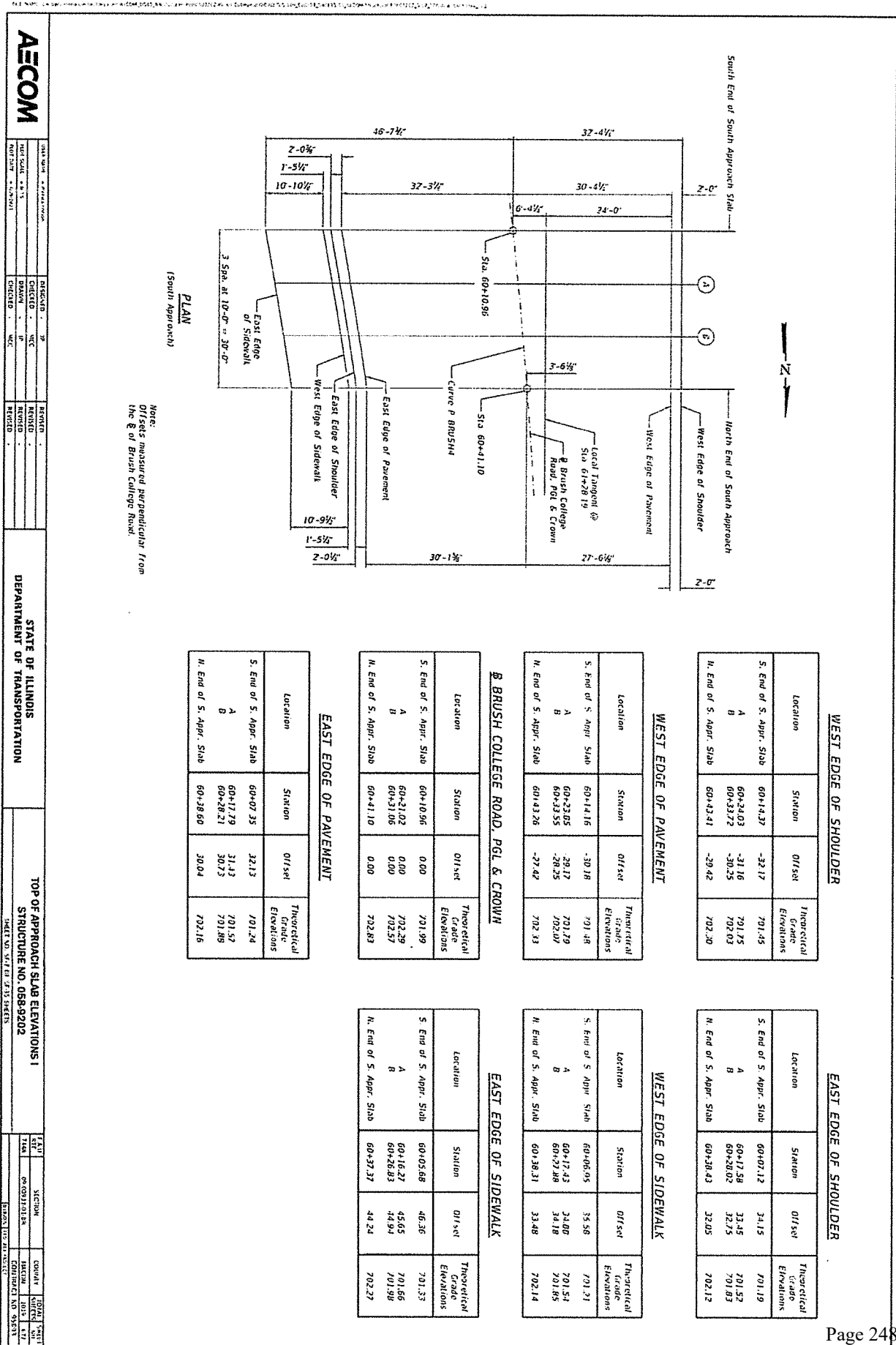
AECOM

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

TOP OF SLAB ELEVATIONS III
STRUCTURE NO. 058-9202

SHEET NO. 51A OF 51A3 SHEET

DATE	BY	CHECKED	DATE	BY	CHECKED
1/18	1/18	1/18	1/18	1/18	1/18
1/18	1/18	1/18	1/18	1/18	1/18



WEST EDGE OF SHOULDER

Location	Station	Offset	Theoretical Grade Elevations
S. End of S. Appr. Slab	60+14.37	-32.17	701.45
A	60+34.03	-31.16	701.75
B	60+33.72	-30.25	702.03
N. End of S. Appr. Slab	60+43.41	-29.42	702.30

EAST EDGE OF SHOULDER

Location	Station	Offset	Theoretical Grade Elevations
S. End of S. Appr. Slab	60+07.12	34.15	701.19
A	60+17.58	33.45	701.57
B	60+18.02	32.75	701.89
N. End of S. Appr. Slab	60+38.43	32.05	702.12

WEST EDGE OF PAVEMENT

Location	Station	Offset	Theoretical Grade Elevations
S. End of S. Appr. Slab	60+14.16	-30.18	701.48
A	60+23.05	-29.17	701.79
B	60+23.55	-28.25	702.07
N. End of S. Appr. Slab	60+43.26	-27.42	702.33

WEST EDGE OF SIDEWALK

Location	Station	Offset	Theoretical Grade Elevations
S. End of S. Appr. Slab	60+06.05	35.56	701.21
A	60+17.43	34.07	701.57
B	60+17.88	34.18	701.65
N. End of S. Appr. Slab	60+38.31	33.48	702.14

B. BRUSH COLLEGE ROAD, PGL & CROWN

Location	Station	Offset	Theoretical Grade Elevations
S. End of S. Appr. Slab	60+10.96	0.00	701.99
A	60+21.02	0.00	702.29
B	60+21.06	0.00	702.57
N. End of S. Appr. Slab	60+41.10	0.00	702.83

EAST EDGE OF SIDEWALK

Location	Station	Offset	Theoretical Grade Elevations
S. End of S. Appr. Slab	60+05.88	46.36	701.33
A	60+16.37	45.65	701.66
B	60+16.83	44.94	701.98
N. End of S. Appr. Slab	60+37.37	44.24	702.27

EAST EDGE OF PAVEMENT

Location	Station	Offset	Theoretical Grade Elevations
S. End of S. Appr. Slab	60+07.35	32.13	701.24
A	60+17.79	31.43	701.52
B	60+18.21	30.73	701.85
N. End of S. Appr. Slab	60+38.60	30.04	702.16

NOTE:
Offsets measured perpendicular from
the E of Brush College Road.

AECOM

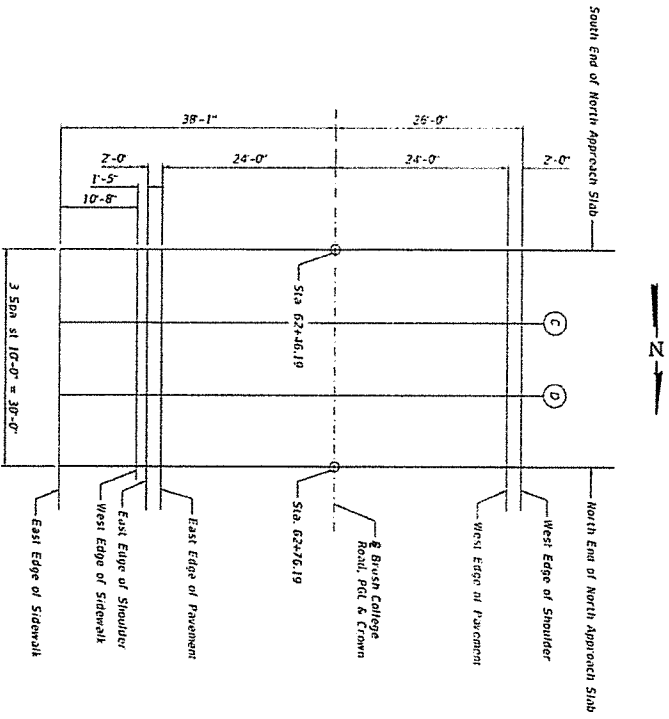
DESIGNED BY	W.C.	REVIEWED BY	W.C.
DRAWN BY	W.C.	REVIEWED BY	W.C.
CHECKED BY	W.C.	REVIEWED BY	W.C.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

TOP OF APPROACH SLAB ELEVATIONS I
STRUCTURE NO. 058-9202

SHEET NO. 1 OF 12

DATE	SECTION	COUNTY	TOTAL SHEETS
7/14	60+00 TO 60+41.10	BRUSH	101
7/14	60+41.10 TO 60+41.10	BRUSH	101



PLAN
(North Approach)

Note:
Offsets measured perpendicular from
the E of Busch College Road.

WEST EDGE OF SHOULDER

Location	Station	Offset	Theoretical Grade Elevations
S. End of N. Appr. Slab	62+46.19	-26.00	703.38
C	62+56.19	-26.00	703.14
D	62+66.19	-26.00	702.96
N. End of N. Appr. Slab	62+76.19	-26.00	702.76

EAST EDGE OF SHOULDER

Location	Station	Offset	Theoretical Grade Elevations
S. End of N. Appr. Slab	62+46.19	26.00	703.30
C	62+56.19	26.00	703.14
D	62+66.19	26.00	702.96
N. End of N. Appr. Slab	62+76.19	26.00	702.76

WEST EDGE OF PAVEMENT

Location	Station	Offset	Theoretical Grade Elevations
S. End of N. Appr. Slab	62+46.19	-24.00	703.32
C	62+56.19	-24.00	703.18
D	62+66.19	-24.00	703.00
N. End of N. Appr. Slab	62+76.19	-24.00	702.80

WEST EDGE OF SIDEWALK

Location	Station	Offset	Theoretical Grade Elevations
S. End of N. Appr. Slab	62+46.19	27.42	703.32
C	62+56.19	27.42	703.16
D	62+66.19	27.42	702.98
N. End of N. Appr. Slab	62+76.19	27.42	702.78

B. BRUSH COLLEGE ROAD, PGL & CROWN

Location	Station	Offset	Theoretical Grade Elevations
S. End of N. Appr. Slab	62+46.19	0.00	703.42
C	62+56.19	0.00	703.26
D	62+66.19	0.00	703.08
N. End of N. Appr. Slab	62+76.19	0.00	702.88

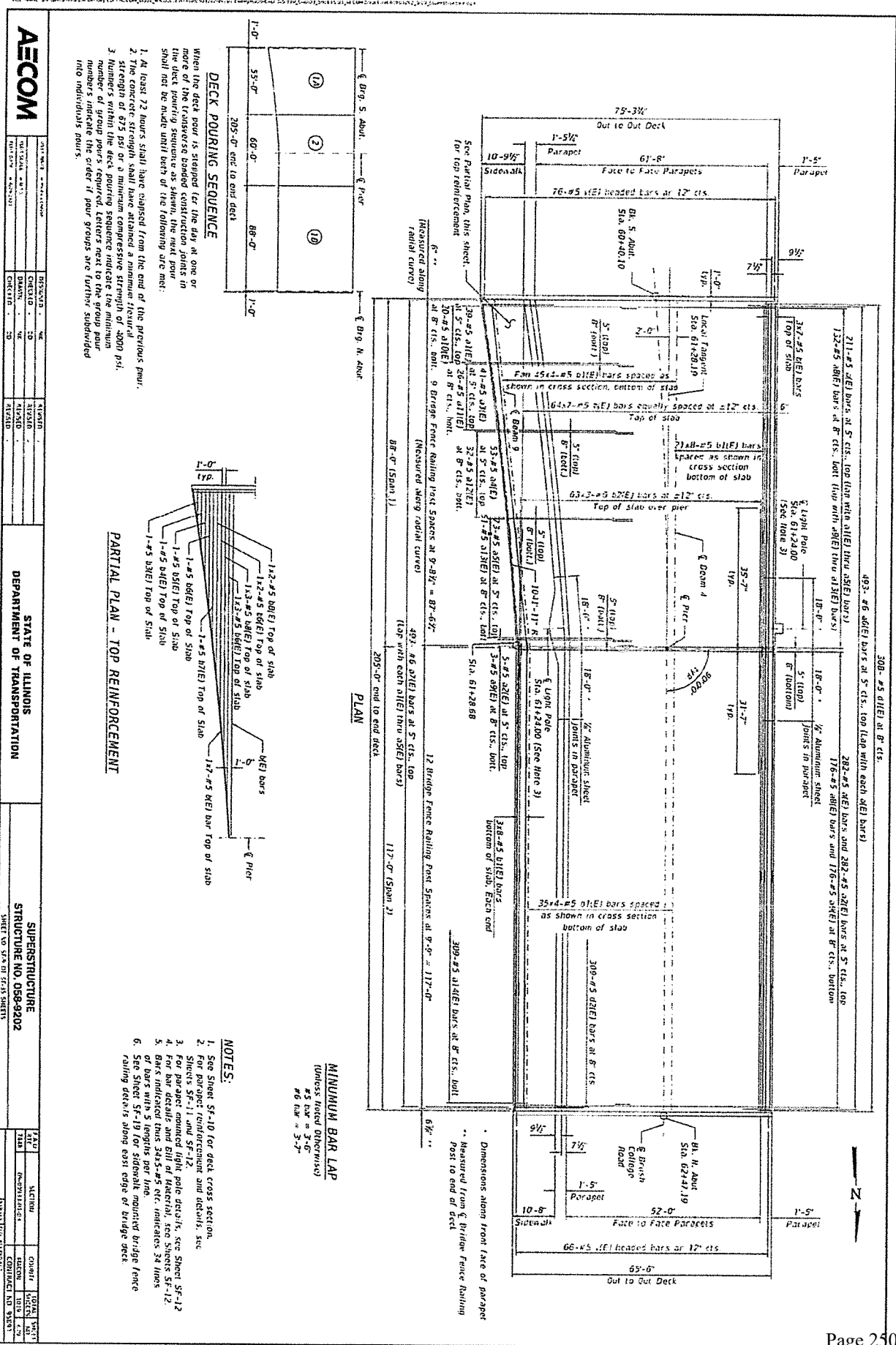
EAST EDGE OF SIDEWALK

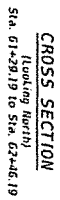
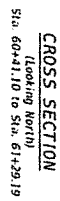
Location	Station	Offset	Theoretical Grade Elevations
S. End of N. Appr. Slab	62+46.19	38.08	703.48
C	62+56.19	38.08	703.32
D	62+66.19	38.08	703.14
N. End of N. Appr. Slab	62+76.19	38.08	702.94

EAST EDGE OF PAVEMENT

Location	Station	Offset	Theoretical Grade Elevations
S. End of N. Appr. Slab	62+46.19	24.00	703.34
C	62+56.19	24.00	703.18
D	62+66.19	24.00	703.00
N. End of N. Appr. Slab	62+76.19	24.00	702.80

AECOM		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		TOP OF APPROACH SLAB ELEVATIONS II STRUCTURE NO. 05B-9202	
PROJECT NO.	05B-9202	SECTION	05B-9202-01	COUNTY	JEFFERSON
DATE	05/03/2014	REVISION	05/03/2014	BY	05/03/2014
DESIGNED BY	05/03/2014	CHECKED BY	05/03/2014	APPROVED BY	05/03/2014





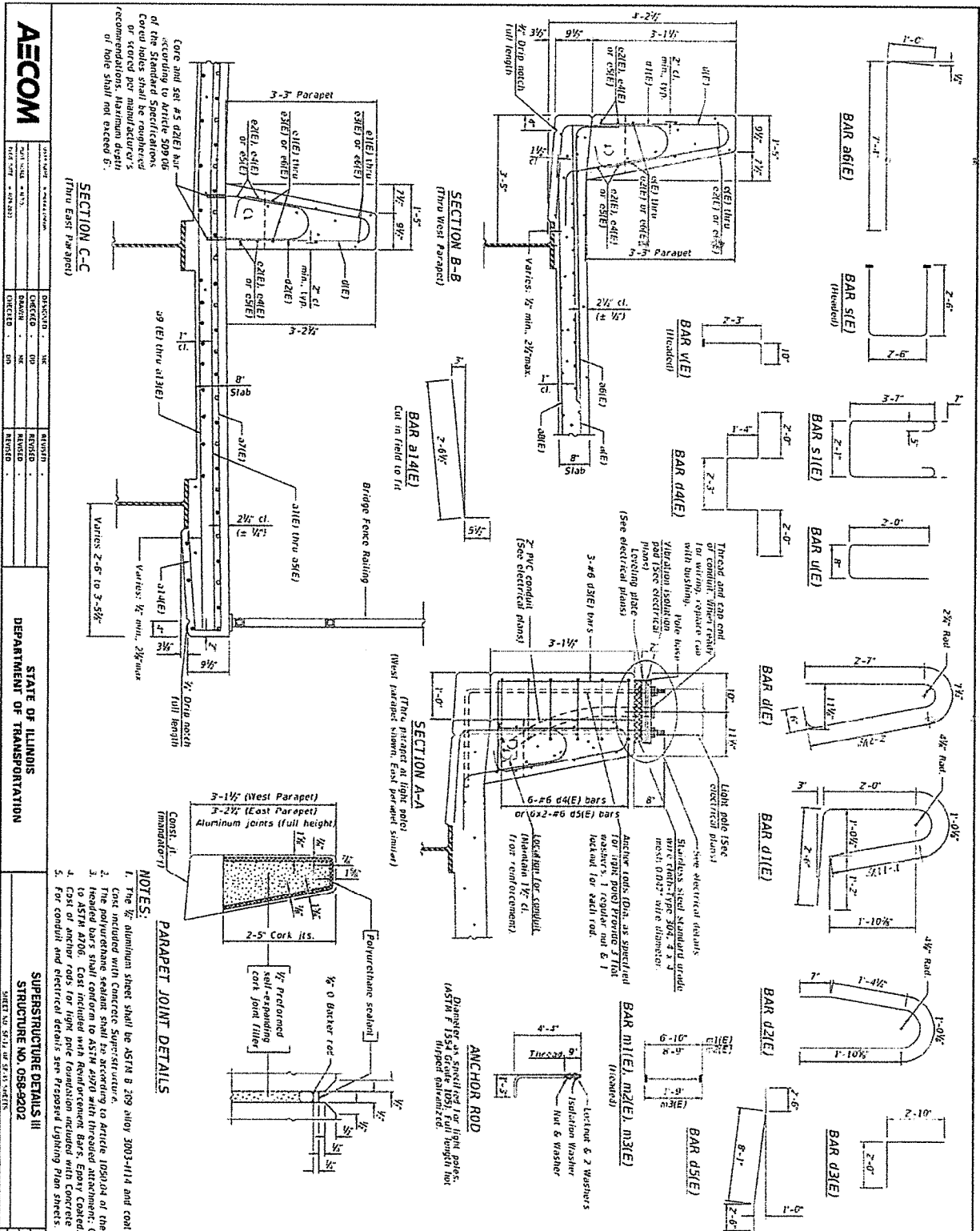
- NOTES:**
1. Dimensions shown are measured perpendicular to the local Tangent unless otherwise noted.
 2. For conduit and electrical details see Proposed Lighting Plan sheets
- * East Parapet overhead wires 7'-6" to 5'-5½" measured at Rt. 4.5 to E. Brunst College Road
- ** Dimensions measured @ Rt. 4.5 to the E. Brunst College Road

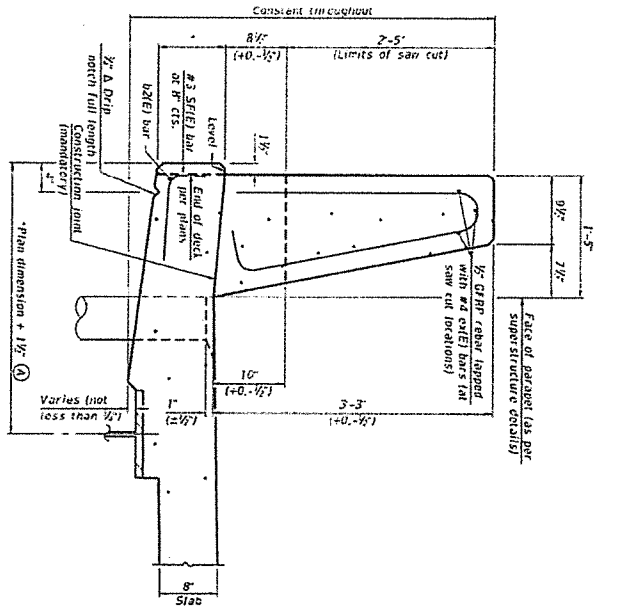
FAU	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
117	09-03631-01-2-2	MASSCHUSETTS	1013	1013
7446				
CONTRACT NO. 9-1563				
DRAWING, FIELD AND RECORD				



SUPERSTRUCTURE
BILL OF MATERIALS

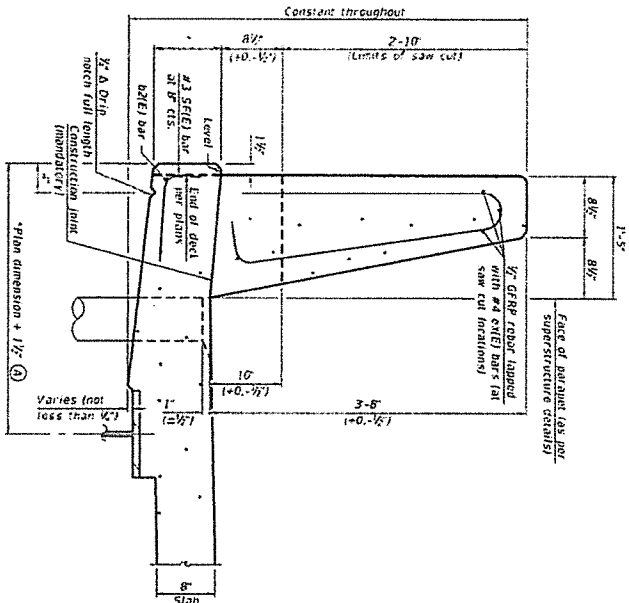
Bar	thrs	5.0-6	Length	Stakes
41E1	39	4.5	40.0	
41E2	39	4.5	38.6	
41E3	39	4.5	36.11	
41E4	39	4.5	36.11	
41E5	39	4.5	36.11	
41E6	39	4.5	36.11	
41E7	39	4.5	36.11	
41E8	39	4.5	36.11	
41E9	39	4.5	36.11	
41E10	39	4.5	36.11	
41E11	39	4.5	36.11	
41E12	39	4.5	36.11	
41E13	39	4.5	36.11	
41E14	39	4.5	36.11	
41E15	39	4.5	36.11	
41E16	39	4.5	36.11	
41E17	39	4.5	36.11	
41E18	39	4.5	36.11	
41E19	39	4.5	36.11	
41E20	39	4.5	36.11	
41E21	39	4.5	36.11	
41E22	39	4.5	36.11	
41E23	39	4.5	36.11	
41E24	39	4.5	36.11	
41E25	39	4.5	36.11	
41E26	39	4.5	36.11	
41E27	39	4.5	36.11	
41E28	39	4.5	36.11	
41E29	39	4.5	36.11	
41E30	39	4.5	36.11	
41E31	39	4.5	36.11	
41E32	39	4.5	36.11	
41E33	39	4.5	36.11	
41E34	39	4.5	36.11	
41E35	39	4.5	36.11	
41E36	39	4.5	36.11	
41E37	39	4.5	36.11	
41E38	39	4.5	36.11	
41E39	39	4.5	36.11	
41E40	39	4.5	36.11	
41E41	39	4.5	36.11	
41E42	39	4.5	36.11	
41E43	39	4.5	36.11	
41E44	39	4.5	36.11	
41E45	39	4.5	36.11	
41E46	39	4.5	36.11	
41E47	39	4.5	36.11	
41E48	39	4.5	36.11	
41E49	39	4.5	36.11	
41E50	39	4.5	36.11	
41E51	39	4.5	36.11	
41E52	39	4.5	36.11	
41E53	39	4.5	36.11	
41E54	39	4.5	36.11	
41E55	39	4.5	36.11	
41E56	39	4.5	36.11	
41E57	39	4.5	36.11	
41E58	39	4.5	36.11	
41E59	39	4.5	36.11	
41E60	39	4.5	36.11	
41E61	39	4.5	36.11	
41E62	39	4.5	36.11	
41E63	39	4.5	36.11	
41E64	39	4.5	36.11	
41E65	39	4.5	36.11	
41E66	39	4.5	36.11	
41E67	39	4.5	36.11	
41E68	39	4.5	36.11	
41E69	39	4.5	36.11	
41E70	39	4.5	36.11	
41E71	39	4.5	36.11	
41E72	39	4.5	36.11	
41E73	39	4.5	36.11	
41E74	39	4.5	36.11	
41E75	39	4.5	36.11	
41E76	39	4.5	36.11	
41E77	39	4.5	36.11	
41E78	39	4.5	36.11	
41E79	39	4.5	36.11	
41E80	39	4.5	36.11	
41E81	39	4.5	36.11	
41E82	39	4.5	36.11	
41E83	39	4.5	36.11	
41E84	39	4.5	36.11	
41E85	39	4.5	36.11	
41E86	39	4.5	36.11	
41E87	39	4.5	36.11	
41E88	39	4.5	36.11	
41E89	39	4.5	36.11	
41E90	39	4.5	36.11	





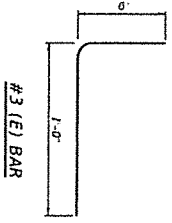
39\"/>

*See Superstructure Details.

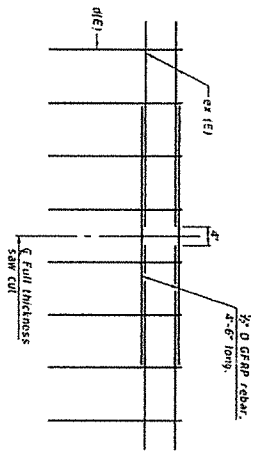


44\"/>

Notes:
 1. All dimensions shall remain the same as shown on superstructure details, except dimension A which is to be revised as shown. Additional concrete needed to revise dimension A = 0.00348 cu. yds./ft. for 39\"/>

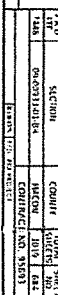


#3 (E) BAR



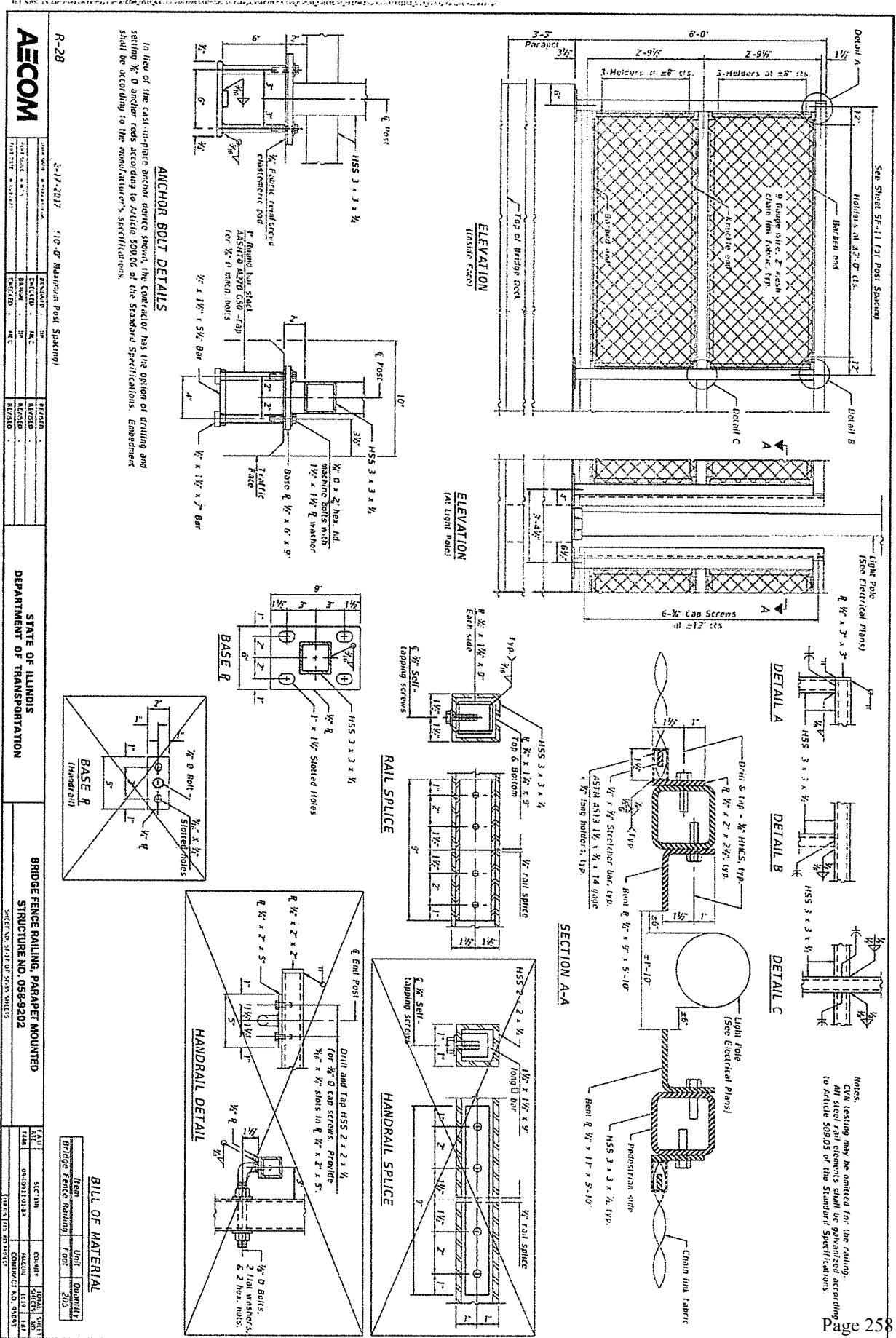
GFRP REBAR STIFFENING DETAIL
 (Place as shown in parapet section at each parapet joint location)

SFP 39-44		1-1-2020			
AECOM					
PROJECT NO.	2019-001	DESIGNED BY	SP	REVIEWED BY	
DRAWN BY	SP	CHECKED BY	SP	REVIEWED BY	
DATE	06/09/2019	DATE	06/09/2019	DATE	06/09/2019
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		CONCRETE PARAPET SUPERFORMING OPTION STRUCTURE NO. 058-9202		SHEET NO. 39-1 OF 39-15 SHEETS	
DATE	06/09/2019	DATE	06/09/2019	DATE	06/09/2019
BY	SP	BY	SP	BY	SP
CHECKED BY	SP	CHECKED BY	SP	CHECKED BY	SP
DATE	06/09/2019	DATE	06/09/2019	DATE	06/09/2019

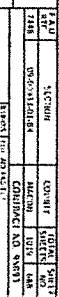


FAU MTC	SEATING	COUNTRY	TOTAL SEATING METS	SEATING METS
7248	06-03-12-01-4-4	MADRID	1075	446
CONTACT NO 3671				

EXHIBIT B



Notes:
CWN testing may be omitted for the railing.
All steel rail elements shall be galvanized according to Article 509.05 of the Standard Specifications.



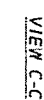
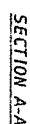
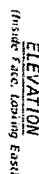
Item	Unit	Quantity
Bicycle Railing	Foot	60
Parade Railing	Foot	60

ANCHOR BOLT DETAILS

In lieu of the cast-in-place anchor device shown, the Contractor has the option of drilling and setting ½" Ø anchor rods according to Article 509.06 of the Standard Specifications. Embedment shall be according to the manufacturer's specifications.

BILL OF MATERIAL

BILL OF MATERIAL



shall be according to the manufacturer's specifications

111

—

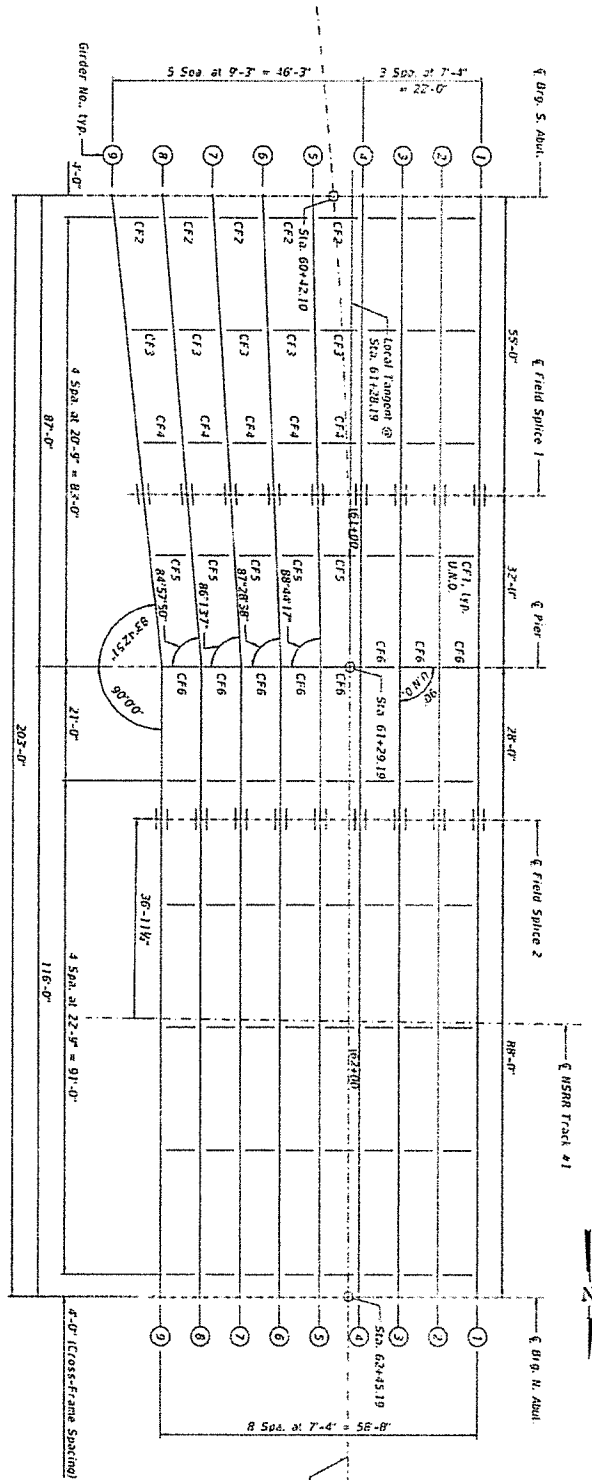
REPORT

DEPARTMENT OF TRANSPORTATION

SINCE NOV. 00-9202

SECRET	(U)
--------	-----

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84



FRAMING PLAN

NOTE:
1. All structural steel shall be AASHTO M270 Grade 50.

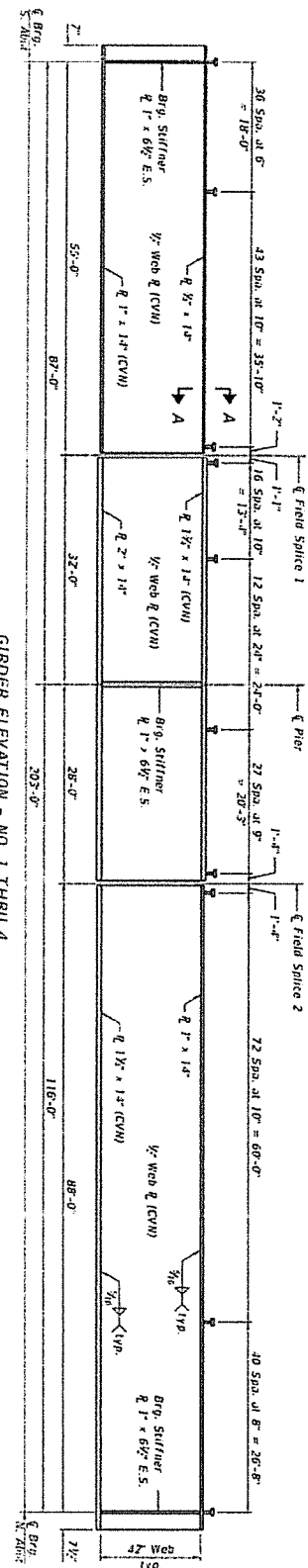
AECOM

DESIGNED BY	WJC	CHECKED BY	WJC	DATE	06/03/10
DRAWN BY	WJC	REVIEWED BY	WJC	DATE	06/03/10
PROJECT NO.	05B-9202	SHEET NO.	54 OF 55	DATE	06/03/10

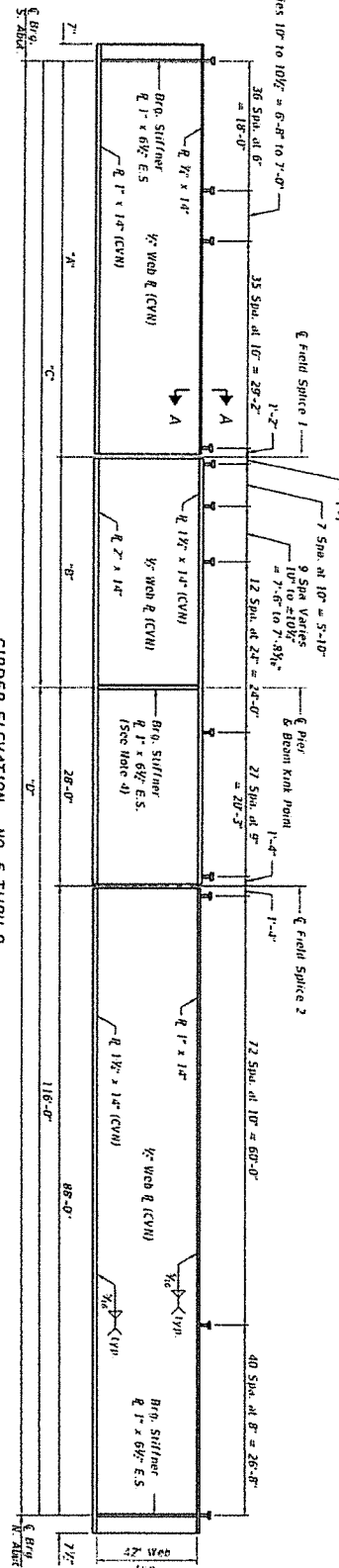
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

FRAMING PLAN
STRUCTURE NO. 05B-9202
SHEET NO. 54 OF 55

DATE	06/03/10	BY	WJC
DATE	06/03/10	BY	WJC
DATE	06/03/10	BY	WJC



GIRDER ELEVATION - NO. 1 THRU 4



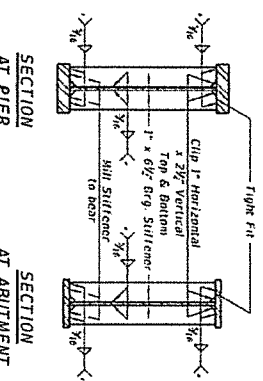
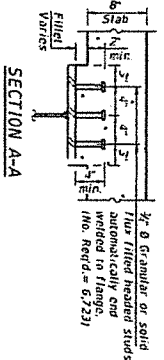
GIRDER ELEVATION - NO. 5 THRU 9

FLARED GIRDER DIMENSIONS

Girder	Dim. 1/2"	Dim. 3/4"	Dim. 1"	Dim. 1 1/4"	Dim. 1 1/2"	Dim. 2"
(5) 55-0 1/2"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"
(6) 55-0 1/2"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"
(7) 55-1 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"	32-0 1/4"
(8) 55-2 1/4"	32-1 1/4"	32-1 1/4"	32-1 1/4"	32-1 1/4"	32-1 1/4"	32-1 1/4"
(9) 55-3"	32-2 1/4"	32-2 1/4"	32-2 1/4"	32-2 1/4"	32-2 1/4"	32-2 1/4"

NOTES:

1. C.V.N. denotes Charpy-V-notch impact energy requirements, zone 2.
2. All structural steel shall be AASHTO A420 Grade 50.
3. E.S. = Each Side
4. Place bearing plate on ramped section of girder just north of beam link point.



AECOM

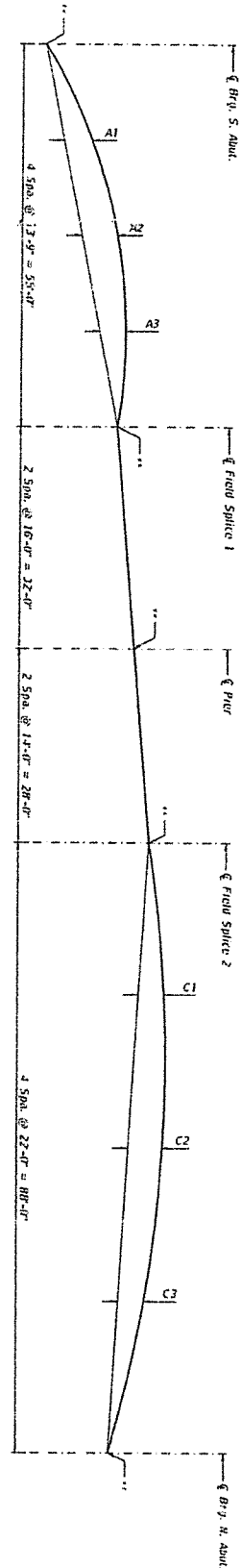
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

GIRDER ELEVATIONS
STRUCTURE NO. 058-9202

SHEET NO. 27-11 OF 4-13 SHEETS

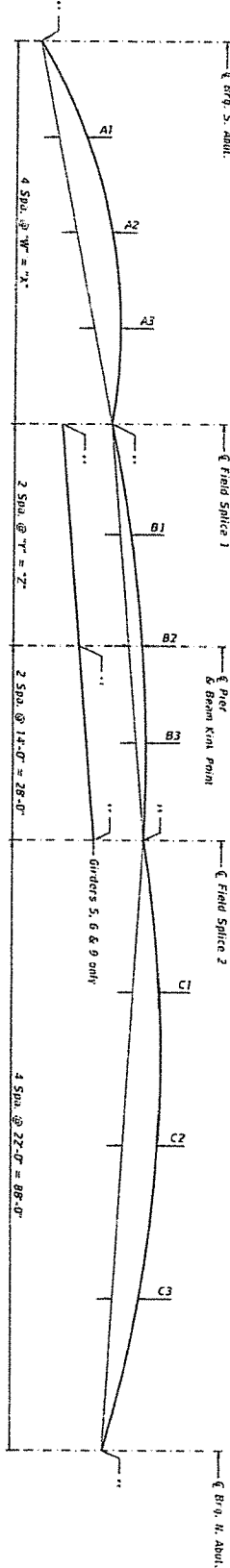
DATE	BY	SECTION	REVISION
10/1/14	10/1/14	10/1/14	10/1/14
10/1/14	10/1/14	10/1/14	10/1/14
10/1/14	10/1/14	10/1/14	10/1/14

NAME	SECTION	CLASS	DATE
DATE	07-20-2013	MAJOR	1019
CITY/HACI NO. 95021			602



CAMBER DIAGRAM - GIRDERS 1 THRU 4
** Top of Web Elevations

GIRDER	A1	A2	A3	C1	C2	C3
①	1 1/2"	2 1/2"	1 1/2"	1 1/2"	5/8"	1 1/2"
②	1 1/2"	2"	1 1/2"	1 1/2"	5/8"	1 1/2"
③	1 1/2"	2 1/2"	1 1/2"	1 1/2"	5/8"	1 1/2"
④	1 1/2"	2 1/2"	1 1/2"	1 1/2"	5/8"	1 1/2"



CAMBER DIAGRAM - GIRDERS 5 THRU 9
** Top of Web Elevations

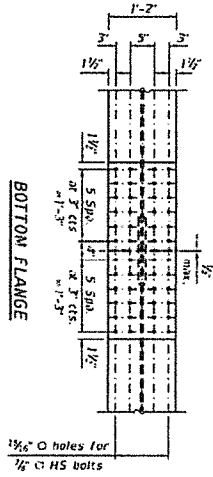
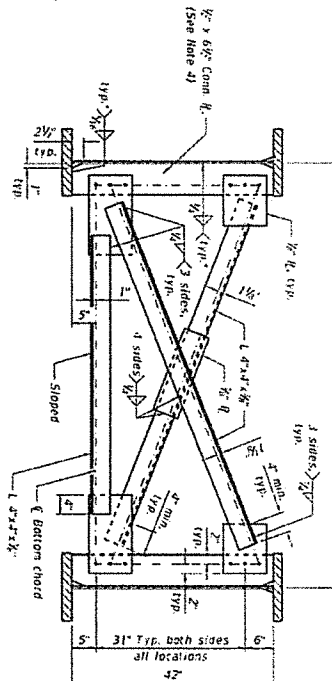
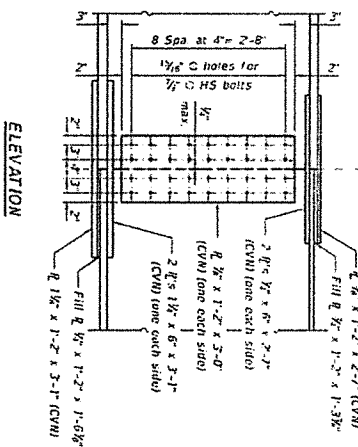
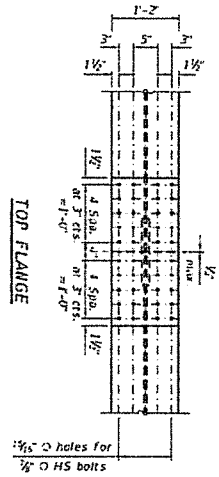
GIRDER	A1	A2	A3	B1	B2	B3	C1	C2	C3	W"	W"	W"	W"
①	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3/8"	5/8"	3/8"	13'-9 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
②	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3/8"	5/8"	3/8"	13'-9 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
③	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3/8"	5/8"	3/8"	13'-9 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
④	1 1/2"	1 1/2"	1 1/2"	0"	0"	0"	3/8"	5/8"	3/8"	13'-9 1/2"	55'-0 1/2"	16'-0 1/2"	32'-0 1/2"
⑤	1 1/2"	2 1/2"	1 1/2"	0"	0"	0"	3/8"	5/8"	3/8"	13'-10"	55'-0"	16'-1 1/2"	32'-2 1/2"

CAMBER DIMENSIONS
GIRDERS 5 THRU 9

TOP OF WEB ELEVATIONS *					
GIRDER	E Brq. S. Abut.	E Splice 1	E Pier	E Splice 2	E Brq. N. Abut.
①	701.55	702.51	702.84	703.13	702.53
②	701.68	702.65	702.98	703.27	702.67
③	701.81	702.80	703.13	703.41	702.82
④	701.94	702.94	703.27	703.56	702.97
⑤	701.94	702.88	703.20	703.49	702.90
⑥	701.73	702.72	703.05	703.34	702.75
⑦	701.53	702.55	702.86	703.20	702.61
⑧	701.33	702.45	702.86	703.10	702.51
⑨	701.42	702.57	702.91	703.21	702.62

* For fabrication only

AECOM		INCHES - DEC		REVISED -		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		GIRDER CAMBER DIAGRAM STRUCTURE NO. 058-9202		SHEET NO. 5723 OF 5725 SHEETS							
DATE: 01/11/01	PROJECT: 058-9202	DRAWN: MC	CHECKED: DB	REVISION: 1	REVISION: 2												
<table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td>01/11/01</td> <td>MC</td> <td>1</td> </tr> </table>												DATE	BY	REVISION	01/11/01	MC	1
DATE	BY	REVISION															
01/11/01	MC	1															



FIELD SPLICE 1 DETAIL
(9 Required)

FIELD SPLICE 2 DETAIL
19 Required

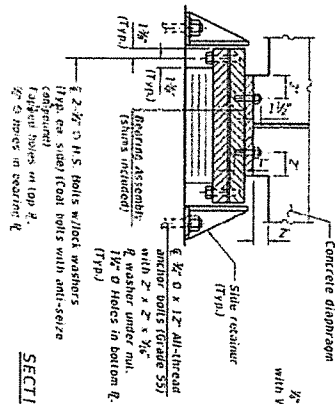
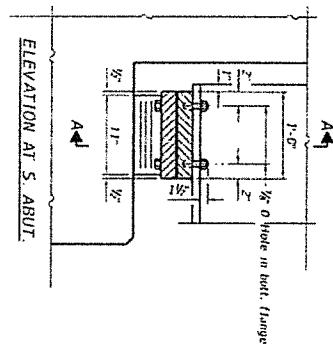
- NOTES:**
1. CWF denotes Charpy-V-Notch impact energy requirement is, zone 2.
 2. All structural steel shall be ASTM A572 Grade 50.
 3. All cross frames shall be installed as steel is erected and secured with erection pins and bolts except as otherwise noted. Individual cross frames at supports may be temporarily disconnected to install bearing anchor rods.
 4. Connection plate for cross-frames CF1 thru CF5 for CF6, connect cross frame members to $\frac{1}{2}$ " x 6"-per bearing stiffener.

INTERIOR CROSS-FRAMES
(80 Required)

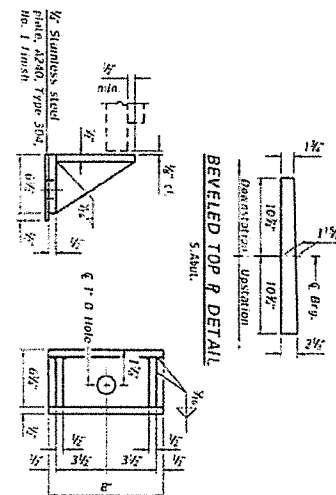
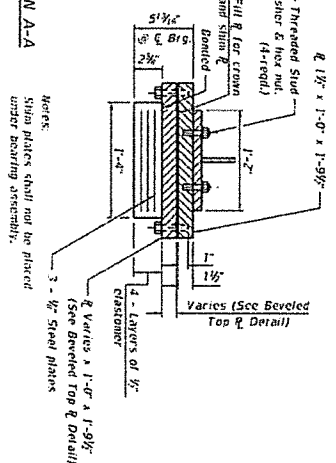
• Terminate $\frac{1}{2}$ " (1 $\frac{1}{2}$ " from the end of plate intersects.

Note: Two hardened washers required for each set of oversized holes.

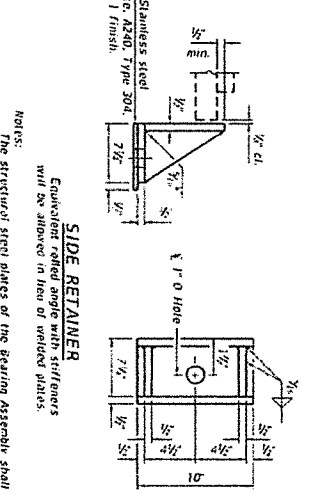
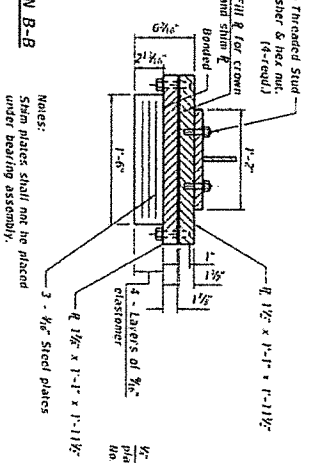
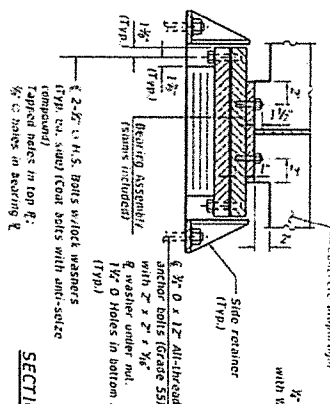
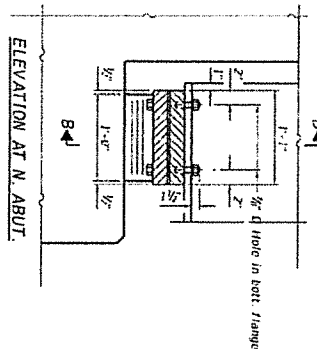
AECOM		STATE OF ILLINOIS		STEEL DETAILS	
DEPARTMENT OF TRANSPORTATION		STRUCTURE NO. 058-9202		SECTION	
2017 WORK - <i>new bridge</i>		DESIGNED - <i>JP</i>		CONCRETE TOTAL SHEET	
CHECKED - <i>DP</i>		REVISED - <i>DP</i>		SHEET NO.	
APP. SCALE - <i>as b'y</i>		DRAWING - <i>JP</i>		NO. 058-9202-08	
PROJECT - <i>DP</i>		REVISION - <i>DP</i>		REVISION NO. (N/A)	
100 24'9" x 20'0" (1/4")		SHEET NO. 058-9202-08		SHEET NO. 058-9202-08	



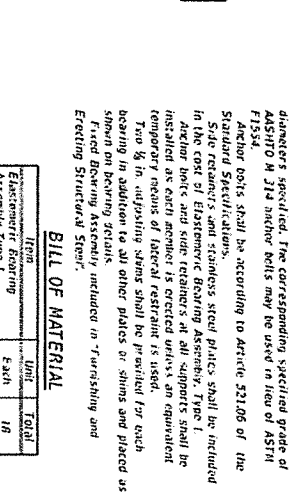
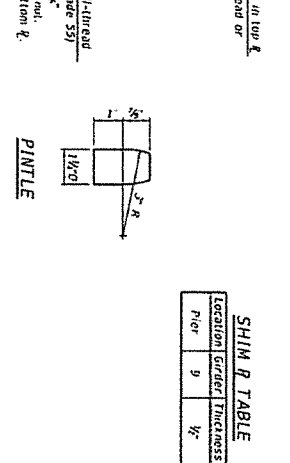
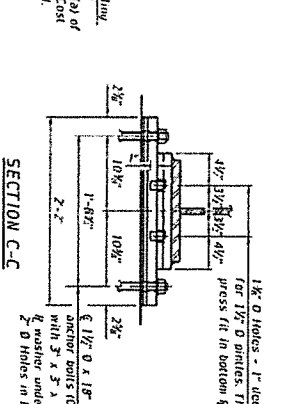
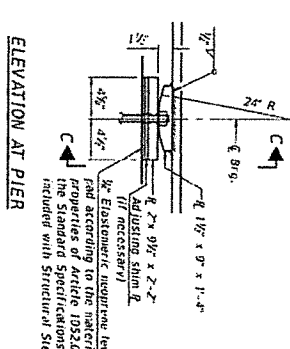
TYPE I ELASTOMERIC EXPANSION BEARING AT SOUTH ABUTMENT



SIDE RETAINER



SIDE RETAINER



SIDE RETAINER

TYPE I ELASTOMERIC EXPANSION BEARING AT NORTH ABUTMENT

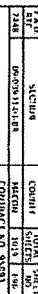
SHIM R TABLE	Location	Grade	Thickness
Pier	Y	Y	Y

Notes:
The structural steel plates of the bearing assembly shall conform to the requirements of AASHTO H20 Grade 50. Anchor bolts shall be ASTM F1554 all-thread (for an Engineer-approved alternative material) of the grades and diameters specified. The corresponding specified grade of AASHTO M 314 anchor bolts may be used in lieu of ASTM F1554.
Anchor bolts shall be according to Article 521.06 of the Standard Specifications.
Side restainers and stainless steel plates shall be included in the cost of Elastomeric Bearing Assembly, Type I.
Anchor bolts and side restainers at all supports shall be installed as each member is erected unless an equivalent temporary means of lateral restraint is used.
Two 1/2" in. adjusting stems shall be provided for each bearing in addition to all other plates or shims and placed as shown on bearing details.
Fixed Bearing Assembly, included in "Finishing and Erecting Structural Steel."

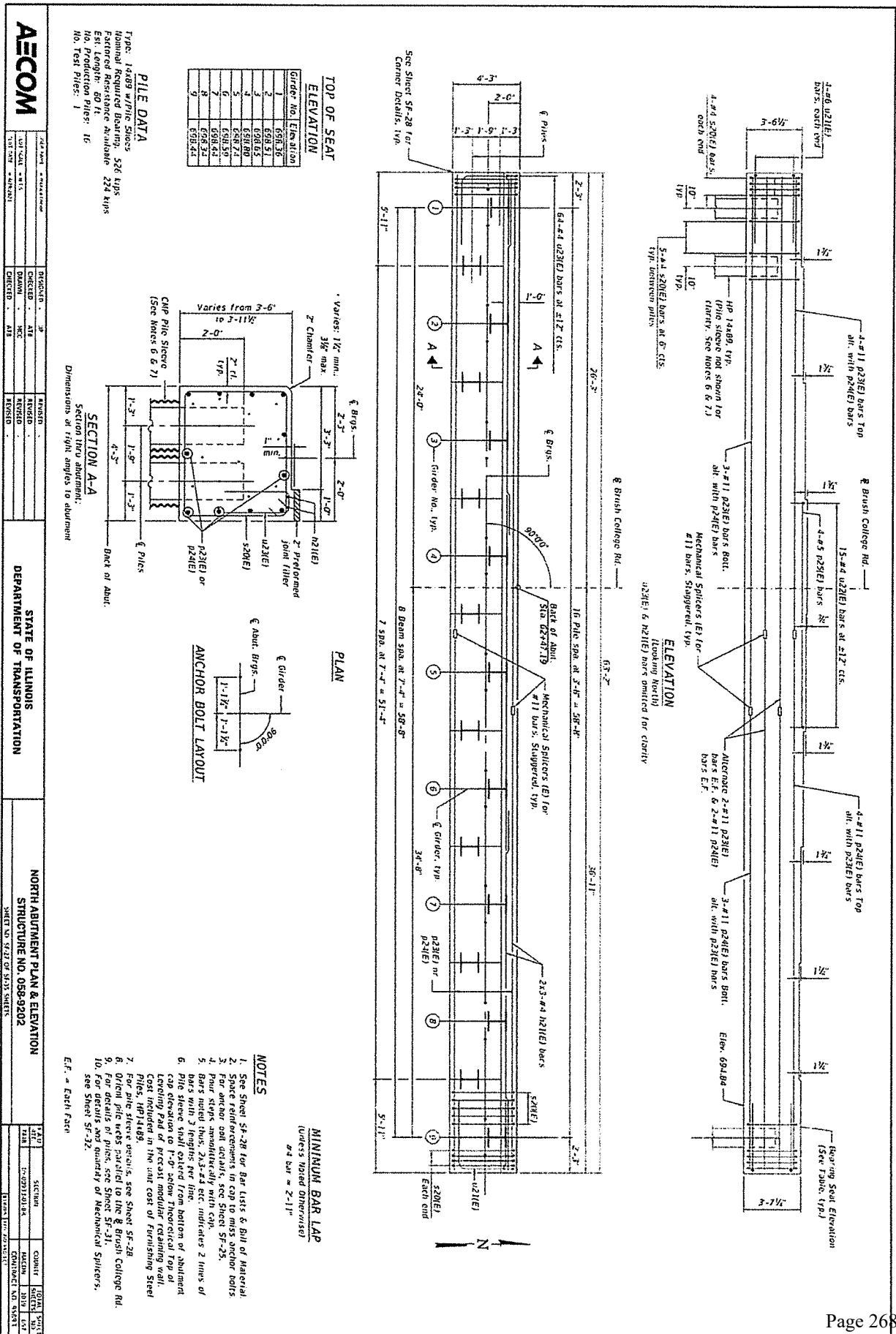
BILL OF MATERIAL

ITEM	UNIT	TOTAL
Elastomeric Bearing	Each	18
Adjusting Stem	Each	36
Anchor Bolt, 1/2"	Each	18

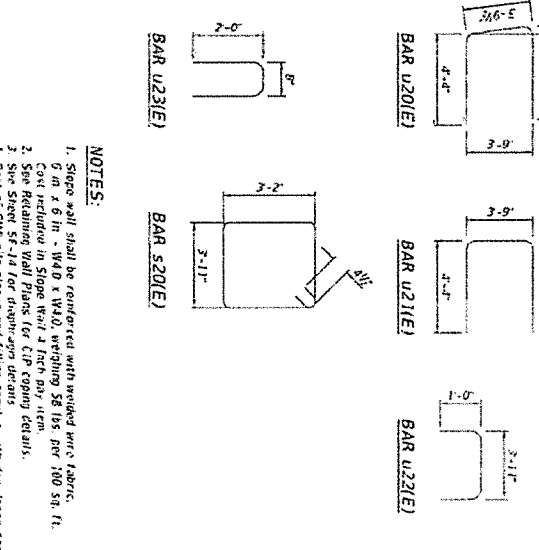
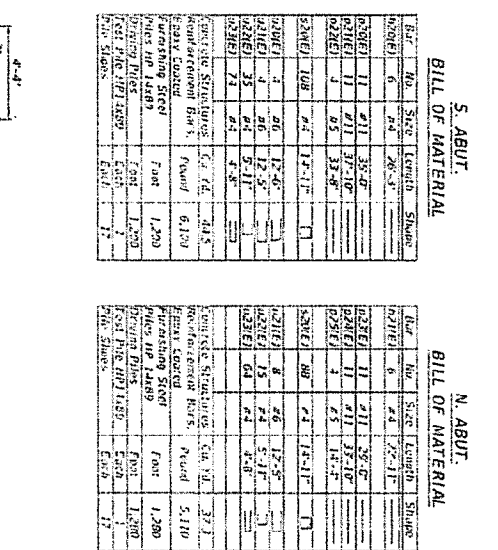
I-2E-1		6-15-2019		AECOM	
DATE	6-15-2019	DESIGNED	50	CHECKED	50
BY	50	BY	50	BY	50
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION					
BEARING DETAILS STRUCTURE NO. 058-9202					
SHEET NO. 52.52 OF 52.55 SHEETS					
DRAWN BY: 50					
CHECKED BY: 50					
APPROVED BY: 50					



Girder No.	Angle
5	1°15'45"
6	2°31'22"
7	1°46'55"
8	5°21'0"
9	6°17'9"



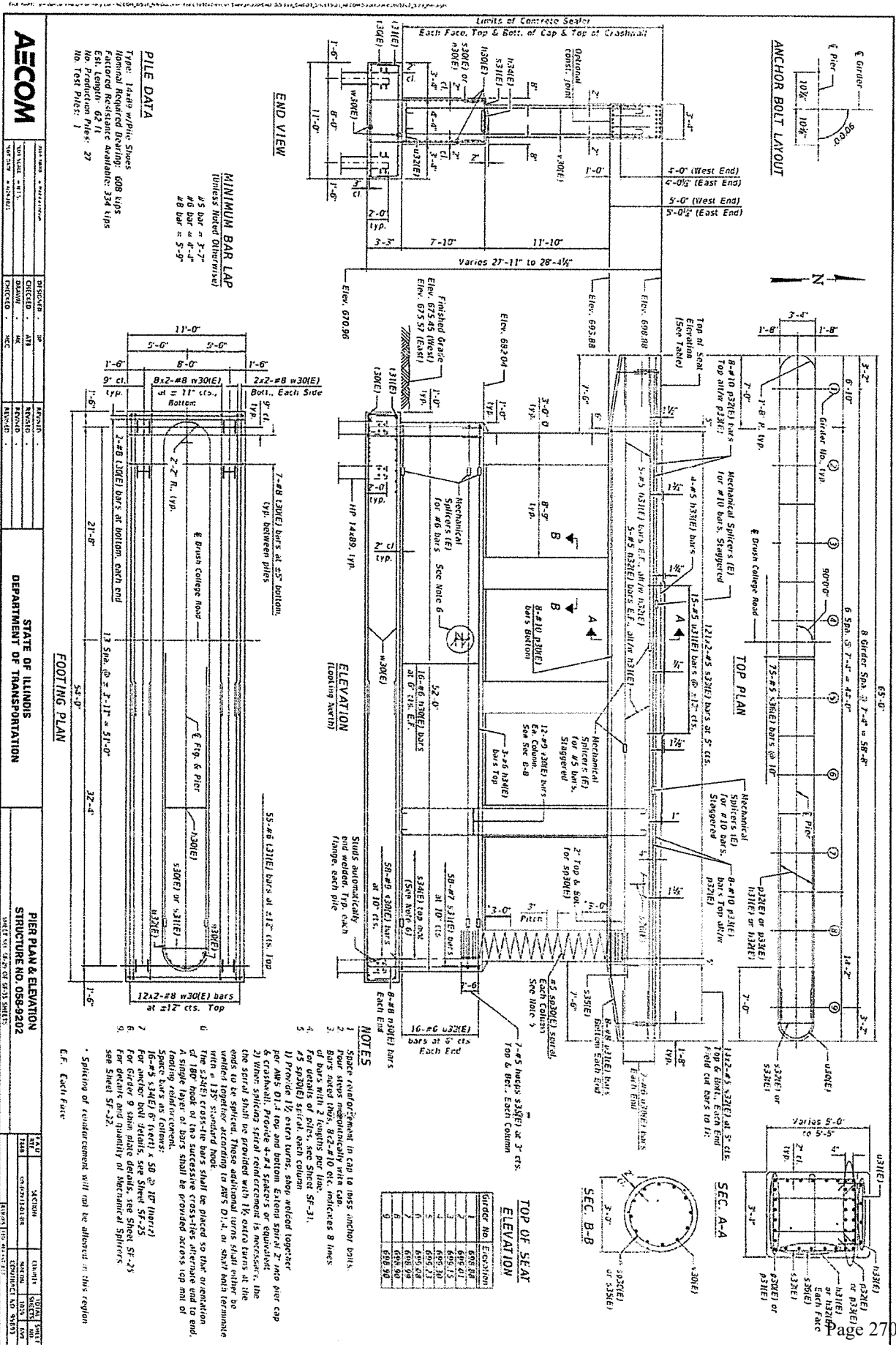
N. ABUT.
BILL OF MATERIAL.

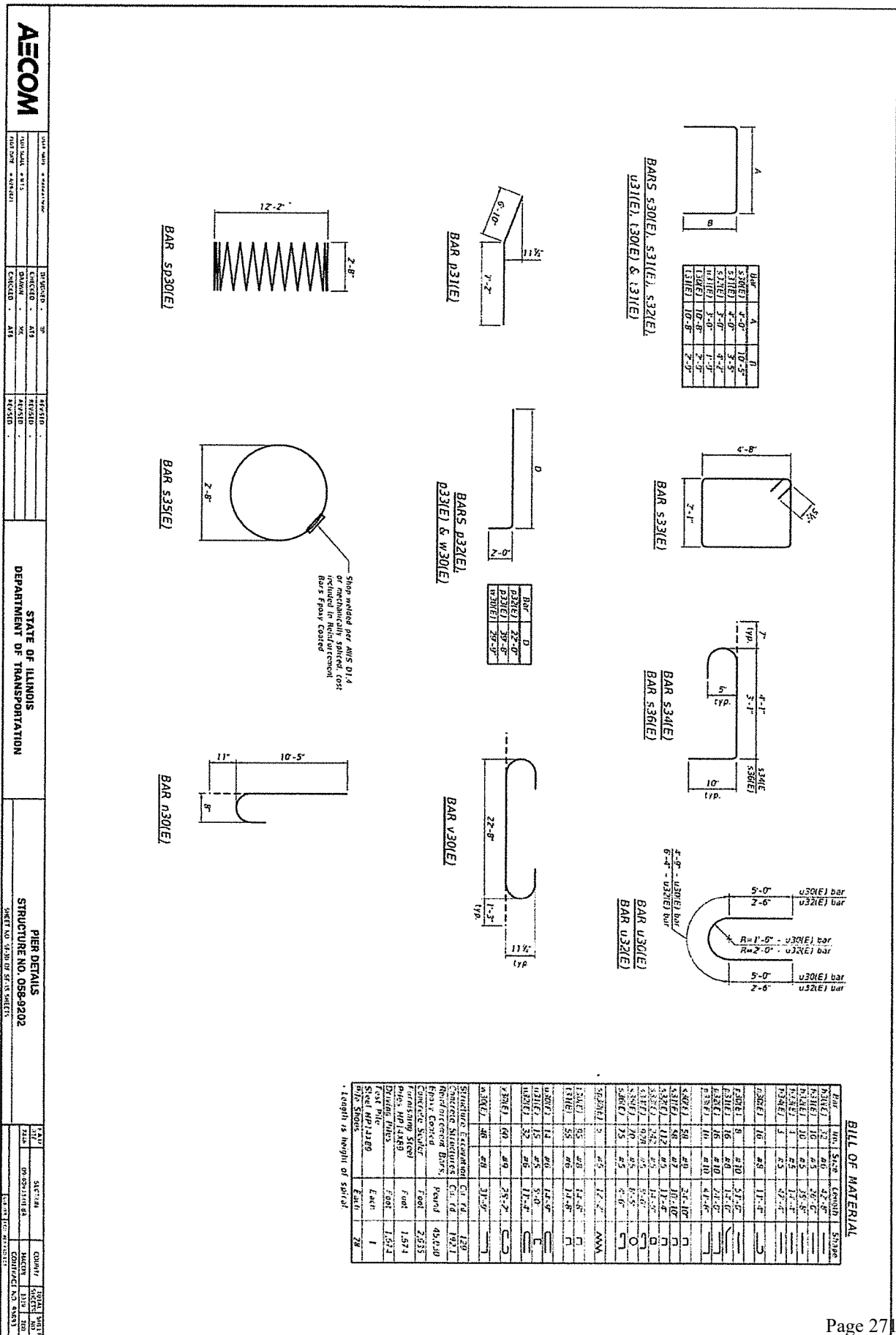


*Front Face of
Precast Modular
Retaining Wall*

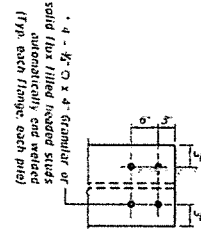
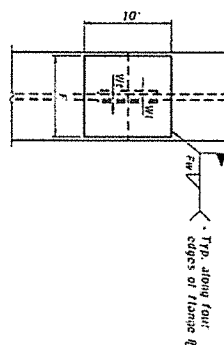
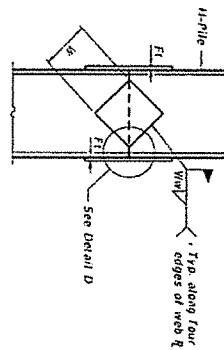
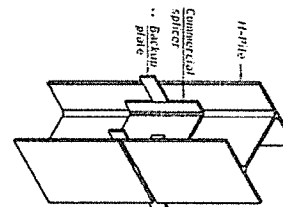
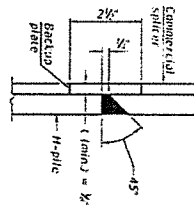
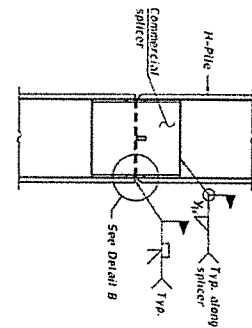
VIEW C-C

[illegible]

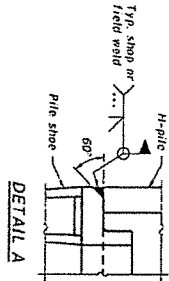
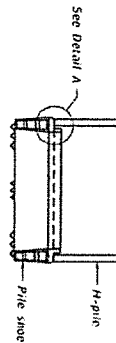




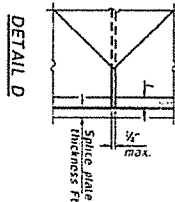
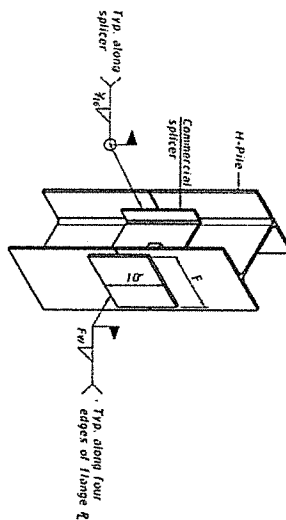
ELEVATION



* Typical each Flange, each pile.
Cost included with Furnishing Piles

ELEVATION

ISOMETRIC VIEW



Designation	F	Ft	Fw	W	Wt	Ww
HP 14.1/17	12½	1"	¾	7½	¾	¾
x 102	12½	¾	¾	7½	¾	¾
a289	12½	¾	¾	7½	¾	¾
a723	12½	¾	¾	7½	¾	¾
HP 12.0/14	10"	¾	¾	6½	¾	¾
a74	10"	¾	¾	6½	¾	¾
a63	10"	¾	¾	6½	¾	¾
a55	10"	¾	¾	6½	¾	¾
HP 10.5/7	8"	¾	¾	5½	¾	¾
a42	8"	¾	¾	5½	¾	¾
HP 8.3/6	7"	¾	¾	4½	¾	¾

Notes:
The steel H-piles shall be according to AASHTO H270 Grade 50.

WELDED PLATE FIELD SPLICE

- Remove portions of backup plates that extend outside the fringes.

^a Yield size per pile shoe manufacturer (Y₆ min.).

F-HP

020

AECOM[illegible]

DESIGNATION	IP
CHECKED	WGC
DRAWN	JP
CHECKED	WGC

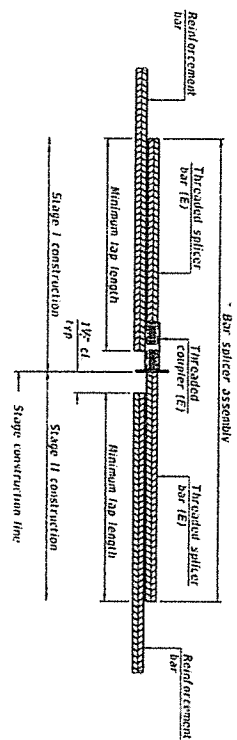
REVISED	.
REVISED	.
REVISED	.
REVISED	.

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

HP PILE DETAILS
STRUCTURE NO. 058-9202

02

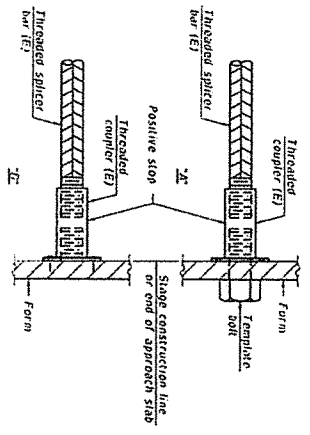
PAU AT	SECTION	CORRECTION	TOTAL SHEET NO
7228	00-0391-01-24	00-0391-01-24	201
CONTINUED ON 95303			



STANDARD BAR SPLICER ASSEMBLY PLAN
(All components shall be provided from one supplier)

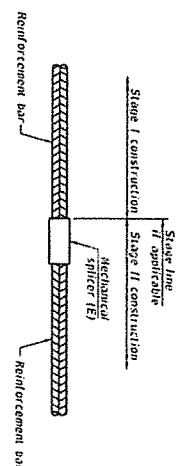
Threaded splicer bar length = min. lap length + 1/2" + thread length
Epoxy not required on Bar Splicer Assembly components used in conjunction with black bars

Location	Bar Size	No. assemblies required	Minimum lap length



INSTALLATION AND SETTING METHODS

1. Set bar splicer assembly by means of a template bolt.
2. Set bar splicer assembly by means of a template bolt.
(E) : Indicates epoxy coating.



STANDARD MECHANICAL SPLICER

Location	Bar Size	No. assemblies required
S. Abut.	#11	11
N. Abut.	#11	11
Pier Cap	#10	10
Pier Cap	#10	10
Pier Crosswall	#8	61

Notes:
Splicer bars shall be deformed with threaded ends and have a minimum 60 ksi yield strength.
All reinforcement shall be lapped and tied to the splicer bars.
Bar splicer assemblies shall be epoxy coated according to the requirements for reinforcement bars. See Section 508 of the Standard Specifications.
See approved list of Bar Splicer assemblies and mechanical splicers for alternatives.

BSD-1

1-1-2020

AECOM

DESIGNED - M.C. CHECKED - A.B. REVISION -
DATE - 1/1/2020 DRAWN - M.C. REVISION -
DATE - 1/1/2020

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BAR SPLICER ASSEMBLY & MECHANICAL BAR SPLICER DETAILS
STRUCTURE NO. 05B-9202

SHEET NO. 57-2 OF 57-3 SHEETS

DATE	BY	SECTION	COUNTY	TOTAL SHEETS
1/1/2020	M.C.	05B-9202-2A	COOK	3
1/1/2020	M.C.	05B-9202-2A	COOK	3

SOIL BORING LOG

S&S ENGINEERS, LLC
SOIL BORING LOG
 Project # 2100000
 Date 04/11/13
 ROUTE DESCRIPTION BRUSH CREEK ROAD LONGED BY GARFIELD JN
 2013 is located within 1/4 of Corner S 102th

SECTION LOCATION

ROPING NO	H-10	DRILLING METHOD	WELL DEPTH	HAMMER TYPE	WELL CAPACITY	WELL TYPE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						
70						
71						
72						
73						
74						
75						
76						
77						
78						
79						
80						
81						
82						
83						
84						
85						
86						
87						
88						
89						
90						

[illegible]

Project Name	Start Date	End Date	Duration	Status
Project A	2023-01-01	2023-03-15	75 days	Completed
Project B	2023-02-01	2023-04-10	70 days	In Progress
Project C	2023-03-01	2023-05-20	80 days	Not Started

[illegible]

2000 - 2010
 2011 - 2012
 2013 - 2014
 2015 - 2016
 2017 - 2018
 2019 - 2020
 2021 - 2022
 2023 - 2024
 2025 - 2026
 2027 - 2028
 2029 - 2030
 2031 - 2032
 2033 - 2034
 2035 - 2036
 2037 - 2038
 2039 - 2040
 2041 - 2042
 2043 - 2044
 2045 - 2046
 2047 - 2048
 2049 - 2050
 2051 - 2052
 2053 - 2054
 2055 - 2056
 2057 - 2058
 2059 - 2060
 2061 - 2062
 2063 - 2064
 2065 - 2066
 2067 - 2068
 2069 - 2070
 2071 - 2072
 2073 - 2074
 2075 - 2076
 2077 - 2078
 2079 - 2080
 2081 - 2082
 2083 - 2084
 2085 - 2086
 2087 - 2088
 2089 - 2090
 2091 - 2092
 2093 - 2094
 2095 - 2096
 2097 - 2098
 2099 - 2100
 2101 - 2102
 2103 - 2104
 2105 - 2106
 2107 - 2108
 2109 - 2110
 2111 - 2112
 2113 - 2114
 2115 - 2116
 2117 - 2118
 2119 - 2120
 2121 - 2122
 2123 - 2124
 2125 - 2126
 2127 - 2128
 2129 - 2130
 2131 - 2132
 2133 - 2134
 2135 - 2136
 2137 - 2138
 2139 - 2140
 2141 - 2142
 2143 - 2144
 2145 - 2146
 2147 - 2148
 2149 - 2150
 2151 - 2152
 2153 - 2154
 2155 - 2156
 2157 - 2158
 2159 - 2160
 2161 - 2162
 2163 - 2164
 2165 - 2166
 2167 - 2168
 2169 - 2170
 2171 - 2172
 2173 - 2174
 2175 - 2176
 2177 - 2178
 2179 - 2180
 2181 - 2182
 2183 - 2184
 2185 - 2186
 2187 - 2188
 2189 - 2190
 2191 - 2192
 2193 - 2194
 2195 - 2196
 2197 - 2198
 2199 - 2200
 2201 - 2202
 2203 - 2204
 2205 - 2206
 2207 - 2208
 2209 - 2210
 2211 - 2212
 2213 - 2214
 2215 - 2216
 2217 - 2218
 2219 - 2220
 2221 - 2222
 2223 - 2224
 2225 - 2226
 2227 - 2228
 2229 - 2230
 2231 - 2232
 2233 - 2234
 2235 - 2236
 2237 - 2238
 2239 - 2240
 2241 - 2242
 2243 - 2244
 2245 - 2246
 2247 - 2248
 2249 - 2250
 2251 - 2252
 2253 - 2254
 2255 - 2256
 2257 - 2258
 2259 - 2260
 2261 - 2262
 2263 - 2264
 2265 - 2266
 2267 - 2268
 2269 - 2270
 2271 - 2272
 2273 - 2274
 2275 - 2276
 2277 - 2278
 2279 - 2280
 2281 - 2282
 2283 - 2284
 2285 - 2286
 2287 - 2288
 2289 - 2290
 2291 - 2292
 2293 - 2294
 2295 - 2296
 2297 - 2298
 2299 - 2300
 2301 - 2302
 2303 - 2304
 2305 - 2306
 2307 - 2308
 2309 - 2310
 2311 - 2312
 2313 - 2314
 2315 - 2316
 2317 - 2318
 2319 - 2320
 2321 - 2322
 2323 - 2324
 2325 - 2326
 2327 - 2328
 2329 - 2330
 2331 - 2332
 2333 - 2334
 2335 - 2336
 2337 - 2338
 2339 - 2340
 2341 - 2342
 2343 - 2344
 2345 - 2346
 2347 - 2348
 2349 - 2350
 2351 - 2352
 2353 - 2354
 2355 - 2356
 2357 - 2358
 2359 - 2360
 2361 - 2362
 2363 - 2364
 2365 - 2366
 2367 - 2368
 2369 - 2370
 2371 - 2372
 2373 - 2374
 2375 - 2376
 2377 - 2378
 2379 - 2380
 2381 - 2382
 2383 - 2384
 2385 - 2386
 2387 - 2388
 2389 - 2390
 2391 - 2392
 2393 - 2394
 2395 - 2396
 2397 - 2398
 2399 - 2400
 2401 - 2402
 2403 - 2404
 2405 - 2406
 2407 - 2408
 2409 - 2410
 2411 - 2412
 2413 - 2414
 2415 - 2416
 2417 - 2418
 2419 - 2420
 2421 - 2422
 2423 - 2424
 2425 - 2426
 2427 - 2428
 2429 - 2430
 2431 - 2432
 2433 - 2434
 2435 - 2436
 2437 - 2438
 2439 - 2440
 2441 - 2442
 2443 - 2444
 2445 - 2446
 2447 - 2448
 2449 - 2450
 2451 - 2452
 2453 - 2454
 2455 - 2456
 2457 - 2458
 2459 - 2460
 2461 - 2462
 2463 - 2464
 2465 - 2466
 2467 - 2468
 2469 - 2470
 2471 - 2472
 2473 - 2474
 2475 - 2476
 2477 - 2478
 2479 - 2480
 2481 - 2482
 2483 - 2484
 2485 - 2486
 2487 - 2488
 2489 - 2490
 2491 - 2492
 2493 - 2494
 2495 - 2496
 2497 - 2498
 2499 - 2500
 2501 - 2502
 2503 - 2504
 2505 - 2506
 2507 - 2508
 2509 - 2510
 2511 - 2512
 2513 - 2514
 2515 - 2516
 2517 - 2518
 2519 - 2520
 2521 - 2522
 2523 - 2524
 2525 - 2526
 2527 - 2528
 2529 - 2530
 2531 - 2532
 2533 - 2534
 2535 - 2536
 2537 - 2538
 2539 - 2540
 2541 - 2542
 2543 - 2544
 2545 - 2546
 2547 - 2548
 2549 - 2550
 2551 - 2552
 2553 - 2554

[illegible][illegible]

very soft	157	21
-----------	-----	----

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

100-443887-100

Copy, record, read, use properly, use again

17. Is the applicant's record of good conduct satisfactory?

Yes No

Signature of Applicant _____

Date _____

Cal. by. method, degree, with curve no. 8 and 9	Cal. by. method, degree, with curve no. 8 and 9
2.6	12.5
11	11
14	14

92	93	94	95	96	97	98	99	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	01	02
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

1

[illegible]

SECRET

Downloaded from <http://www.sagepub.com> at NANYANG TECH UNIV LIBRARY on June 11, 2015

Journal of Interpersonal Violence 30(1) 10-24, © The Author(s) 2015. Reprints and permissions: sagepub.com/journalsPermissions.nav

The Standard Penetration Test (SPT) N Value is per (ASTM D 1586)

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

744H	09-10533471-04	1047074	3M19
------	----------------	---------	------

Sheet No. 54-1 of 54-35 SHEETS

[illegible]

Project #: 91678
Date 03/20

SECTION	ROUTE	DESCRIPTION	LOCATION	DECATUR ILLINOIS	LOGGED BY
		BAUSCH COLLEGE ROAD			GC&E

COUNTY MACON COUNTY STRUCTURE NO. (Exist) (Prsp.)

BORING NO. B-34 DRILLING METHOD MOD ROTARY HAMMER TYPE NO SAFETY HAMMER
 SURFACE WATER Elev. (ft)
 Cased Hole Elev. (ft)
 Surface Water Elev. (ft)
 Cased Hole Elev. (ft)

[illegible][illegible]

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

to recovery	67.5	100	60.2	11
-------------	------	-----	------	----

[illegible][illegible]

100-1

very dense

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

[illegible]

State begins at 125°

SHALE	541.00	10	707	3
-------	--------	----	-----	---

City, most, very dense, low plasticity
with sand

[illegible]

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Perforation). The Standard Penetration Test (SPT) N Value is per (ASTM D 1586).

PAID	CERTIFIC	CORRECT	TOTAL
------	----------	---------	-------

DATE	TIME	DEPTH	TEMPERATURE
07-10-2018	10:30	10.30	10.30

SHEET NO. 54-31 OF 54-35 SHEETS

SOIL BORING LOGS II
STRUCTURE NO. 058-9202

Category	SH
Location	11

446

Norfolk Southern Railway Company



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

Norfolk Southern Railway Company



- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal

clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
 - e. All submittals shall ~~first~~ be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
 - f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
 - g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports
- Fabrication may not begin until the Railroad has approved the required shop drawings.
- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

Norfolk Southern Railway Company



E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

Norfolk Southern Railway Company



- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

Norfolk Southern Railway Company



2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

Norfolk Southern Railway Company



H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

Norfolk Southern Railway Company



2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

Norfolk Southern Railway Company



- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
 - q. A copy of the borings and Geotechnical information or report.
- I. Track Monitoring
- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:
- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

Norfolk Southern Railway Company



repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
 4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.
- B. Scheduling and Notification:
1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
 2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
 3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

Norfolk Southern Railway Company



needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

Norfolk Southern Railway Company



8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Norfolk Southern Railway Company



Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.

Norfolk Southern Railway Company



- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from

Norfolk Southern Railway Company



bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
 NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:

Norfolk Southern Railway Company



- (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
 - i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
 - j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.
 - B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
 - C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original electronic Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.
- | | |
|------------------------|--|
| <p><u>SPONSOR:</u></p> | <p><u>RAILROAD:</u></p> <p>Risk Management</p> <p>Norfolk Southern Corporation and its subsidiaries</p> <p>Three Commercial Place</p> <p>Norfolk, Virginia 23510-2191</p> <p><u>NSRISK3@NSCORP.COM</u></p> |
|------------------------|--|
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

Norfolk Southern Railway Company



E. Insurance Submission Procedures

1. Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**
2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Corporation and its subsidiaries, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original or certified true electronic countersigned policy. Further, please note that mere receipt of the policy is not the only issue-but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Norfolk Southern Railway Company



17. PROJECT INFORMATION

A. Date:	<u>May 28, 2021</u>
B. NS File No.:	<u>BR1113299</u>
C. NS Milepost:	<u>IT-43.53</u>
D. Sponsor's Project No.:	<u></u>

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	City of Decatur, Illinois
Project Description:	Brush College Rd. Grade Separation
Location:	Decatur, Macon County, IL
Project No.:	TBD
Milepost:	Milepost IT-43.53
File:	BR1113299
Date:	May 21, 2021

SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	219,369
ITEM C - Accounting	1,524
ITEM D - Flagging Services	121,625
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	257,988
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 600,506

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A	\$	-

EXHIBIT D**ITEM B - Construction Engineering**

(Coordinate Railway construction activities.
review contractor submittals, etc.)

Labor:	120 Hours @ \$60 / hour=	7,200
Labor Additives:		5,658
Travel Expenses:		2,000
Services by Contract Engineer:		204,511
NET TOTAL - ITEM B		<u>\$ 219,369</u>

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	5 Hours @ \$30 / hour=	150
Accounting Additives:		124
NET TOTAL - ITEM C		<u>\$ 1,524</u>

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	1 Flagging Foreman	
	104 days @ 390.00 per day=	40,560
	(based on working 12 hours/day)	
Labor Additive:		75,365
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	6 months @ \$950/month=	5,700
NET TOTAL - ITEM D		<u>\$ 121,625</u>

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		<u>\$ -</u>

EXHIBIT D

ITEM F - Signal & Electrical Changes

	(see attached summary)	
Material:		120,000
Labor:		49,260
Purchase Services:		14,503
Other:		74,225
NET TOTAL - ITEM F		<u>\$ 257,988</u>

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
D&C (Lump Sum):	(see attached summary)	0
NET TOTAL - ITEM G		<u>\$ -</u>

ITEM H - T-CUBED

Lump Sum	(see attached summary)	<u>\$ -</u>
----------	------------------------	-------------

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (05/21/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



21-May-21

Detailed Estimate for Grade Crossing Warning Devices

City/State: DECATUR, IL
MilePost: IT-43.6
State Proj. No.:
S&E Proj. No.: 04.0538
Man Days: 108

Road: BRUSH COLLEGE RD.
DOT/AAR: 328516E
County: MACON
File Number: 061-04.0284

Purchases - Others	
Meals and Lodging:	\$16,195.08
Rental of Equipment:	\$22,138.61
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 18 Days)	
Construction Supervision Vehicle:	\$3,386.46
Purchases - Other Total:	\$41,720.15
Material And Additives	
Material Cost:	\$100,000.00
Sales and Use Tax:	\$10,000.00
Material Handling Freight:	\$10,000.00
Material Total:	\$120,000.00
Labor And Additives	
Labor Cost:	\$38,124.00
(6 man crew at \$2,118.00 a day for: 18 days)	
Payroll Tax & Overheads:	\$32,504.52
Preliminary Engineering:	\$14,503.02
Construction Supervision:	\$11,136.02
Labor Total:	\$96,267.56
Project Cost:	\$257,987.71
Scrap / Salvage Credit:	\$0.00
Project Total:	\$257,988.00

Estimated on: 21-May-21

Estimated by: uegbb

Estimate valid for 1 year from date of estimate

Norfolk Southern Railway Company



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
4. Obtained Contractor Protective Services as required by Section 8 herein.
5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

3. NOTICE OF STARTING WORK:

- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
 1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
 2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

5. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
 - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/4".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:

1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are **required** are:
 - (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Corporation and its subsidiaries
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
 - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

18. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Sponsor's Project No. _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
 For the Account of: City of Decatur, Illinois
 Project Description: Brush College Rd. Grade Separation
 Location: Decatur, Macon County, Illinois
 Project No.: 0
 Milepost: IT-43.53
 File: BR1113299
 Date: Updated July 27, 2023

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	283,093
ITEM C - Administration	4,248
ITEM D - Railroad Protective Services	0
ITEM E - Communications	0
ITEM F - Signal & Electrical	257,988
ITEM G - Track Work	0
ITEM H - T-Cubed	0
Total	\$ 545,329
Contingency 0%	\$ -
GRAND TOTAL	\$ 545,329

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ -

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	120 Hours @ \$60 / hour=	7,200
Labor Additives:		8,893
Travel Expenses:		2,000
Services by Contract Engineer:		265,000
NET TOTAL - ITEM B		\$ 283,093

ITEM C - Administration

Agreement Construction, Review and/or Handling:		2,460
Protective Services Process/Handling Fee:		0
Miscellaneous Handling (i.e. Real Estate ValMap fee):		0
Accounting Hours (Labor):	20 Hours @ \$40 / hour=	800
Accounting Additives:		988
NET TOTAL - ITEM C		\$ 4,248

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 435.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		\$ -

ITEM E - Communications

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical

Material:	120,000
Labor:	49,260
Purchase Services:	14,503
Other:	74,225
NET TOTAL - ITEM F	\$ 257,988

ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
NET TOTAL - ITEM G	\$ -

ITEM H - T-CUBED

Lump Sum	\$ -
----------	------

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 265.42%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 123.51%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (05/05/2023). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



21-May-21

Detailed Estimate for Grade Crossing Warning Devices

City/State: DECATUR, IL

Road: BRUSH COLLEGE RD.

MilePost: IT-43.6

DOT/AAR: 328516E

State Proj. No.:

County: MACON

S&E Proj. No.: 04.0538

File Number: 061-04.0284

Man Days: 108

Purchases - Others	
Meals and Lodging:	\$16,195.08
Rental of Equipment:	\$22,138.61
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 18 Days)	
Construction Supervision Vehicle:	\$3,386.46
Purchases - Other Total:	\$41,720.15
Material And Additives	
Material Cost:	\$100,000.00
Sales and Use Tax:	\$10,000.00
Material Handling Freight:	\$10,000.00
Material Total:	\$120,000.00
Labor And Additives	
Labor Cost:	\$38,124.00
(6 man crew at \$2,118.00 a day for: 18 days)	
Payroll Tax & Overheads:	\$32,504.52
Preliminary Engineering:	\$14,503.02
Construction Supervision:	\$11,136.02
Labor Total:	\$96,267.56
Project Cost:	\$257,987.71
Scrap / Salvage Credit:	\$0.00
Project Total:	\$257,988.00

Estimated on: 21-May-21

Estimated by: uegbb

Estimate valid for 1 year from date of estimate

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 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. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66.
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.
36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of \$600,506.
37. **December 6, 2021**- City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush

College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed \$4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed \$3,916,436.00.
39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of \$397,322.00.
40. **May 15, 2023-** City Council approved Resolution R2023-96 authorizing a Joint Funding Agreement for the Construction of the Brush College Road Grade Separation at Faries Parkway.
41. **May 15, 2023-** City Council approved Resolution R2023-98 approving a Local Public Agency. Engineering Services Agreement with AECOM Technical Services, Inc. Construction Engineering Services for Brush College/Faries Parkway Grade Separation Project.
42. **May 15, 2023-** City Council approved Resolution R2023-99 authorizing Supplement #2 to the Professional Services Agreement with AECOM for Design Services for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad.
43. **May 15, 2023-** City Council approved Resolution R2023-100 authorizing Supplement #2 to the. Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc.

City Clerk

DATE: 8/9/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointments - Civil Service Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Greg Spain and Sherri Wallace-Hagan to the Civil Service Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the 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:

Greg Spain	Civil Service Commission	7/20/2026
Sherri Wallace-Hagan	Civil Service Commission	7/20/2026

DATED this 21st August of 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
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 21st day of August 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 21st day of August 2023.

Julie Moore Wolfe, Mayor

Legal Department

DATE: 8/17/2023

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Resolution Authorizing the Amendment to Resolution No. 2008-02 Adopting Procedures for Electronic Attendance at Meetings

SUMMARY RECOMMENDATION: It is recommended that the proposed revision be approved.

BACKGROUND: Currently, the State of Illinois only allows members of local government elected governing bodies to participate in remote meetings due to personal illness or disability of the governing body member, due to employment obligations and city business, or a family emergency. The State has recently changed their rules and now allows participation in remote meetings for a fourth reason: unexpected childcare obligations. Although this provision may not pertain to current members of the City Council, the city has sought to keep its rules for meeting participation fully conformed to state regulations.

ATTACHMENTS:

Description	Type
Resolution Authorizing the Amendment to Resolution No. 2008-02 Adopting Procedure for Electronic Attendance at Meetings	Resolution Letter

RESOLUTION NO. 2023_____

**RESOLUTION AUTHORIZING THE AMENDMENT TO RESOLUTION NO. 2008-02
ADOPTING PROCEDURES FOR
ELECTRONIC ATTENDANCE AT MEETINGS**

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

Section 1. That Resolution 2008-2 passed on the 22nd day of January 2008, be, and the same is hereby amended at Section 2 thereof by adding the following:

(b) The member must assert one of the following four reasons why he or she is unable to physically attend the meeting, complete the attached Electronic Attendance Request form and provide it to the City Clerk at least one (1) week before the meeting unless impractical,

(4) The member cannot attend because of unexpected childcare obligations.

PRESENTED AND ADOPTED this 21st day of August 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

CITY OF DECATUR, ILLINOIS
ELECTRONIC ATTENDANCE AT MEETINGS RULES

Section 1. Rules Statement. It is the decision of the City of Decatur that any member of the City Council may attend any open or closed meeting of the City of Decatur via electronic means (such as by telephone, video or internet connection) provided that such attendance is in compliance with these rules and any applicable laws.

Section 2. Prerequisites. A member of the City Council may attend a meeting electronically if the member meets the following conditions: A quorum is physically present throughout the meeting; and, a majority of the City Council votes to approve the electronic attendance at the meeting.

- (a) The member should notify the City Clerk at least one (1) week before the meeting, unless impractical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements will result in denial of a request for electronic attendance.
- (b) The member must assert one of the following four reasons why he or she is unable to physically attend the meeting, complete the attached Electronic Attendance Request form and provide it to the City Clerk at least one (1) week before the meeting unless impractical,
 - (1) The member cannot attend because of personal illness or disability; or
 - (2) The member cannot attend because of employment purposes or the business of the City of Decatur; or
 - (3) The member cannot attend because of a family or other emergency.
 - (4) The member cannot attend because of unexpected childcare obligations.
- (c) The City Clerk, after receiving the electronic attendance request, shall inform the City Council of the request for electronic attendance.

Emergencies. Notwithstanding the requirements set forth above in Section 2, in the event an emergency order is entered declaring an emergency pursuant to federal, state and/or local authority and altering the requirements of the Illinois Open Meetings Act or other Act regulating meetings of the public body and allowing electronic attendance in a manner other than as set forth above in this Section 2 Prerequisites, all public bodies of the City of Decatur may attend electronically pursuant to the orders and directives entered as a result of the emergency.

- Section 3. Voting Procedures.** After a roll call establishing that a quorum is physically present, the presiding officer shall call for a motion that a member may be permitted to attend the meeting electronically after specifying the reason entitling the absent member to attend electronically. The motion must be approved by a vote of a majority of the City Council.
- Section 4. Adequate Equipment Required.** The member participating electronically and other members of the City Council must be able to communicate effectively, and members of the audience must be able to hear all communications at the meeting site. Before allowing electronic attendance at any meeting, the City Council shall provide equipment adequate to accomplish this objective at the meeting site.
- Section 5. Minutes.** Any member attending electronically shall be considered an off-site attendee and counted as present electronically for that meeting. The meeting minutes shall also reflect and state specifically whether each member is physically present or present by electronic means.
- Section 6. Rights of Remote Member.** A member permitted to attend electronically will be able to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and procedures previously adopted and adhered to. The member attending electronically shall be heard, considered, and counted as to any vote taken. Accordingly, the name of any member attending electronically shall be called during any vote taken, and his or her vote counted and recorded by the City Clerk and placed in the minutes for the corresponding meeting. A member attending electronically may leave a meeting and return as in the case of any member, provided the member attending electronically shall announce his or her leaving and returning.
- Section 7. Chair.** If the Mayor is attending electronically, the Mayor Pro Tem shall be the Chair of the City Council meeting so long as the Mayor Pro Tem is physically present at the City Council meeting.
- Section 8. Validity.** All votes, appropriations, ordinances or resolutions adopted with a member attending electronically shall have the same force, validity and effect as if the member was physically present.

These rules are effective this ____ day of _____, 2023.

ATTEST:

KIM ALTHOFF, CITY CLERK

JULIE MOORE WOLFE, MAYOR

ADDITIONS AND DELETIONS

CITY OF DECATUR, ILLINOIS **ELECTRONIC ATTENDANCE AT MEETINGS RULES**

Section 2. **Prerequisites.** A member of the City Council may attend a meeting electronically if the member meets the following conditions: A quorum is physically present throughout the meeting; and, a majority of the City Council votes to approve the electronic attendance at the meeting.

- (a) The member should notify the City Clerk at least one (1) week before the meeting, unless impractical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements will result in denial of a request for electronic attendance.
- (b) The member must assert one of the following ~~three~~ four reasons why he or she is unable to physically attend the meeting, complete the attached Electronic Attendance Request form and provide it to the City Clerk at least one (1) week before the meeting unless impractical,
 - (1) The member cannot attend because of personal illness or disability; or
 - (2) The member cannot attend because of employment purposes or the business of the City of Decatur; or
 - (3) The member cannot attend because of a family or other emergency.
 - (4) The member cannot attend because of unexpected childcare obligations.

City Clerk

DATE: 8/17/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Amendment #1 to the Right-of-Way Use Agreement with Sifi Networks Decatur LLC for Installing Broadband Services in Areas of Decatur not Serviced by the City

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Development Agreement Amendment	Backup Material

August 17, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton

RE: Amendment of SiFi Networks Agreement

Two years ago, the City Council approved an agreement with SiFi Networks for them to install broadband fiber to areas of the city NOT served by the city's broadband network—mostly residential areas. The agreement set forth terms for SiFi's use of city right-of-way, fees, and other conditions. SiFi Networks has made progress on their mobilization, but they have experienced the same supply chain and back-order problems, just as nearly every other broadband cable company in the country has experienced. The city has been similarly delayed in making its own broadband installations.

Consequently, they have requested additional time to get their broadband project going. The attached amendment gives them more time. While the agreement was open, the city requested that SiFi Networks give us special terms for expanding the ability of the Public Works Department to tie all of our nearly 150 traffic control boxes together so they can eventually be remotely monitored and controlled. This is a "smart city" initiative and one advancing the city's technology application goal.

No other revisions to the SiFi agreement are necessary or requested.

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING AMENDMENT #1 TO THE RIGHT-OF-WAY USE
AGREEMENT WITH SIFI NETWORKS DECATUR LLC FOR INSTALLING
BROADBAND SERVICES IN AREAS OF DECATUR NOT
SERVICED BY THE CITY OF DECATUR**

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

Section 1. That Amendment #1 to the Right-of-Way Use Agreement presented herewith to the City Council between the City of Decatur, Illinois, and SiFi Networks Decatur LLC, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and hereby, authorized to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 17th day of August 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

DEVELOPMENT AGREEMENT AMENDMENT #1

This Development Agreement Amendment #1 (the “Amendment”) to the Agreement (as defined below) is made on August 2023, by and between the City of Decatur, Illinois a municipal corporation (the “City”) and SiFi Networks Decatur LLC, a Delaware limited liability company (“SiFi”). Unless otherwise defined herein all capitalized terms shall have the same meaning ascribed to them in the Agreement.

WHEREAS, the City and SiFi entered into a Development Agreement dated August 17, 2021 (the “Agreement”); and

WHEREAS, SiFi has an obligation under the Agreement to commence construction by a certain date; and

WHEREAS, the Parties hereto wish to amend the Agreement to modify certain obligations and terms; and

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

Section One: Delete reference to “twenty-four (24) months” in the first sentence of Section 4.1 and replacing it with “thirty-six (36) months”.

Section Two: Section 4 of the Agreement is amended by adding a new subsection 4.2.4 to read: “SiFi will install connection boxes to allow the efficient connection of SiFi networks to city-owned traffic control boxes at SiFi’s actual cost, without mark-up, overhead or profit, but only at locations listed by the city in writing, and only where such requests are made by the city at least 90 days before SiFi installs its cables in listed intersections.”

Unless amended herein, all other terms and conditions of the Agreement shall continue and remain the same as fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment and hereunto set their hands and seals as of the date written below:

CITY OF DECATUR

a political subdivision of the State of Illinois

By: _____

Name:

Title:

Dated: August____, 2023

SIFI NETWORKS DECATUR LLC,
a Delaware limited liability company

By: _____

Name: Ben Bawtree-Jobson

Title: CEO

Dated August ____, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description

Type

Memo

Cover Memo

Resolution

Resolution Letter

List of properties to be demolished

Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-09

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: August 21, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of nine (9) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

116 Colorado Dr	672 W. Grand	573 W. Sawyer
1352 N. Union	1374 N. Union	1804 N. Union
1428 E. William	1512 E. William	1844 E. William
436 – 450 N. Main and Including Lot Immediately N. of 450 N. Main		

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 21st day of August, 2023.

Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo August 21, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

Colorado, 116. Heavily damaged by fire. This property was posted as Unfit for Human Habitation in March 2023. House is unfit for human occupancy and has no active utilities. House has exterior violations that need to be brought to minimum code. House has peeling paint, missing siding, boarded up windows, roof in poor condition, doors to shed are damaged, rear fence damaged, front door framing has damage.

Grand, 672 W. This property was posted as Unfit for Human Habitation in May 2023. House is unfit for human occupancy. house has numerous interior and exterior violations that need to be brought to minimum code.

Sawyer, 573 W. This property was posted as Unfit for Human Habitation in June 2023. House has numerous violation that need to be brought to minimum code. House is unfit for occupancy.

Union, 1352 N. This property was posted as Unfit for Human Habitation in May 2016. House is unfit for human habitation. House has numerous interior and exterior violations that need to be brought to minimum code.

Union, 1374 N. This property was posted as Unfit for Human Habitation in July 2023. House is unfit for occupancy. House has several interior and exterior violations that need to be brought to minimum code.

Union, 1804 N. This property was posted as Unfit for Human Habitation in June 2023. House is unfit for occupancy. House has several interior and exterior violations that need to be brought to minimum code.

William, 1428 E. This property was posted as Unfit for Human Habitation in May 2023. Unfit for human habitation due to no active water service. House has suffered from extreme lack of maintenance. Roof is falling apart, shingles falling off, soffits rotted out, missing siding, missing paint, broken windows, garage is full of rubbish and missing back wall.

William, 1512 E. This property was posted as Unfit for Human Habitation in March 2023. House has been deemed unfit for human habitation. No active water, severe lack of maintenance. Roof has completely fallen in on itself, Foundation is pulling apart. Missing paint, broken windows. Inside looks completely full of rubbish and debris from roof.

William, 1844 E. This property was posted as Unfit for Human Habitation in May 2023. House has been deemed unfit for human habitation due to lack of water service. House is suffering from extreme lack of maintenance. Roof has no shingles and large holes throughout. Entire house is missing paint, foundation is pulling apart, soffits and wood structures are all rotting out, front porch is in disarray, fence is falling apart, garage is severely dilapidated.

Main, 436-450 N. and Including Lot N. of 450 N. Main: This structure has no active utilities, and multiple exterior code violations – Notable main violation is exterior walls showing sever lack of maintenance on North and East sides with multiple areas of falling bricks, creating a hazard. At least three broken windows on both North and South sides of building leaving the building open to the elements.

Fire Department

DATE: 8/14/2023

MEMO: 2023-13

TO: Honorable Mayor Julie Moore Wolfe & City Council Members

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

SUBJECT: Resolution Rescinding Resolution No. 2023-140 Purchase Agreement for the Purchase of Three (3) Pierce Saber Fire Apparatus and Agreement for Debt Financing of Apparatus

SUMMARY RECOMMENDATION:

The Council approved Resolution No. 2023-140 at the July 17th, 2023, meeting. The Resolution listed the incorrect vendor for purchase of three (3) Pierce Saber Fire Pumps. The Council approved a new Resolution at the August 7th, 2023, meeting listing the correct vendor. Therefore, the Council needs to rescind Resolution 2023-140 so there are not two Resolutions for the same purchase. The correct and final Resolution 2023-166 will remain in effect. Staff recommends the Council approve this resolution.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Jeff Abbott, Fire Chief, 424-2811

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution Rescinding Resolution No. 2023-140 Purchase Agreement for the Purchase of Three (3) Pierce Saber fire Apparatus and Agreement for Debt Financing of Appartus	Resolution Letter

RESOLUTION NO. 2023_____

**RESOLUTION RESCINDING RESOLUTION NO. 2023-140
PURCHASE AGREEMENT FOR THE PURCHASE OF THREE (3) PIERCE SABER
FIRE APPARATUS AND AGREEMENT FOR DEBT FINANCING OF APPARATUS**

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

Section 1. That Resolution No. 2023-140 authorizing a Purchase Agreement between the City of Decatur and Pierce Manufacturing of Appleton, Wisconsin for the purchase of three (3) Pierce Saber Fire Apparatus and Agreement for Debt Financing of Apparatus, adopted July 17, 2023, be, and same is hereby, rescinded.

PRESENTED AND ADOPTED this 21st day of August 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

City Clerk

DATE: 8/15/2023

MEMO: 2023-08

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, July, 2023

ATTACHMENTS:

Description	Type
Economic & Community Development, July, 2023	Backup Material
Fire, July, 2023	Backup Material
IT, July, 2023	Backup Material
Police, July, 2023	Backup Material
Public, Works, July, 2023	Backup Material
Transit, July, 2023	Backup Material

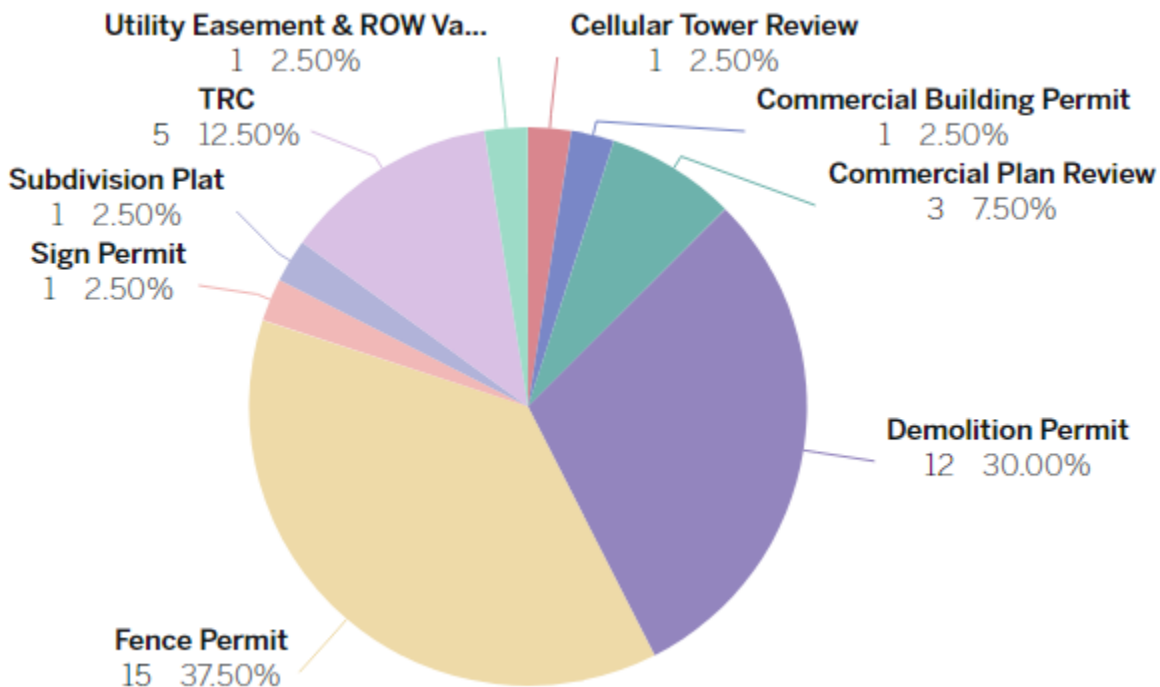
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

July 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of July, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. One petition was received for the Planning Commission and zero petitions were received for Zoning Board of Appeals.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed forty (40) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
0	88 Lots	\$45,150

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For July, we issued 190 permits broken down by permit type below. Of those, we had 4 permits with a value of over \$250,000. The Division performed 283 inspections and 7 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	6	\$3,379,890
Residential Building	31	1,145,777
Demolition	20	248,923
Electrical	28	115,082
Mechanical	19	167,336
Plumbing	22	99,093
Roof	45	1,964,718
Pool	1	2,000
Fence	17	148,302
Sign	1	800
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	190	\$7,271,921

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff continue working with Rise, Inc., a consultant, to assist with strategic use of the HOME and CDBG funds.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to areas of the city.
- The first City-wide cleanup was held in July. Twenty-four (24) containers were filled (87,700 lbs of trash and garbage), over 400 electronics and appliances were collected.
- City of Decatur received \$400,000 grant from IHDA to assist with Home Repair and Accessibility (HRAP). We are working in partnership with Central Illinois Land Bank (CILBA) to implement this grant. Grants will be in the form of roof replacements.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City of Decatur is partnering with Richland Community College, Empowerment Opportunities Corporation (EOC), Building and Trades, Land of Lincoln Credit Union to rehabilitate a house and serve as transitional housing for a homeless family.
- The staff is working with CONO and other organizations to plan this year's National Night Out event which will be held on August 1st, 2023, at Hess Park.
- The city hosted Remodeling Repair & Painting (RRP) worker certification. The hope is to increase the number of contractors available to work on rehab projects. So far 20 companies have obtained their RRP certification.

- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper Corridor.
- FY23 Action Plan approved by HUD. Council must accept and consent to annual agreement for CDBG & HOME
- Met with the Economics Disparities Working group of Macon County. Both hospitals are seeking input for their Health Assessment Plan.
- Staff is working with Communications Coordinator weekly to disseminate ECD activities.
- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA).
- Funds from the Strong Communities Grant were used to demolish 2 houses within the Jasper St. corridor area.
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents can receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items. They have requested additional funding to assist more residents.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television, and other media outlets.
- Staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Block x Block, GM Square, NAACP, Metro Black Chamber Planning, Northeast Community Fund, Empowerment Opportunities Center, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of July 2023.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
August 2023**

NEW CASES	
Health & Safety (72 Hour)	110
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	43
No Garbage Service	12
Nuisance	185
Secure of Abandoned Buildings	20
Weeds	196
TOTAL	566

RE-INSPECTION VISITS	
Code Enforcement	969
Weeds	175
TOTAL	1,144

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	56
Weeds	145

WEED ABATEMENT	
Contractor Mowed	151
Owner Mowed	18
TOTAL	169

DEMOLITIONS	
Year-to-Date	
Demolished	66
New Cases	3
Sent to Legal	3
Sent to Council	8
Out to Bid	17
Contracts Granted	7
Contract Amount	\$122,499.00
Permits Issued	0
Permits Finaled	16
Active Demolitions	179

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	148
Dollar Amount	\$21,143.57

PAYMENTS RECEIVED**	
Weeds	\$1,788.64

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2023-12

August 9, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – July 2023

The fire department responded to 1149 alarms in July. Through the end of July, the department has responded to 8038 alarms. That is an increase of 816 alarms compared to the same point last year. There is a 20% increase in alarms over a five (5) year period. In a City with a shrinking population, the department's alarm totals keep rising. Emergency Medical Dispatching has done very little to alleviate the rise in calls.

New Engine companies were ordered in July and will not be delivered until 2025. The department is preparing for the upcoming Farm Progress show. Fire and EMS coverage is provided for the event grounds due to the number of visitors and traffic congestion to access the site.

Ambulance staffing continues to be a concern. There are days where there are only 4 ambulances staffed to the ALS level. The agreement requires 6 ALS ambulance staffed 24 hours per day. The Hickory Point Fire Department started running their own ALS ambulance in July. It could be available to Decatur if needed in an emergency.

Incident Type Category	Jan	Feb	Mar	Apr	May	Jun	Jul
1 - Fire	33	27	26	46	43	62	39
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	2	1	0	1	0	0	0
3 - Rescue & Emergency Medical Service Incident	867	794	788	820	826	798	789
4 - Hazardous Condition (No Fire)	17	33	78	30	32	106	51
5 - Service Call	123	96	131	111	110	99	108
6 - Good Intent Call	64	57	73	87	89	87	92
7 - False Alarm & False Call	66	53	64	51	45	51	70
8 - Severe Weather & Natural Disaster	0	0	0	0	0	2	0
Grand Total	1,172	1,061	1,160	1,146	1,145	1,205	1,149

Fire Company	Alarms in July
Engine 1	221
Engine 6	207
Engine 3	202
Engine 5	198
Truck 2	184

Training:

All members completed EMS continuing education: Geriatric Behavioral Emergencies, and Myths and Realities of Drug Seeking Behavior. All members successfully completed assigned Vector Solutions courses with a passing quiz grade.

EMS Monthly Training covering behavioral emergencies and substance abuse. Objectives: Recognize behavioral and substance abuse emergencies. Explain Scene safety issues when dealing with unstable patients. Review management of psychotic patients. Identify indications, dosages, and routes for Narcan, D50, and Glucagon administration. Demonstrate proper technique when drawing up and injecting IM and SQ medications.

All members reviewed region 6 protocols G03 Behavioral Emergencies, Adult Interosseous care guidelines, and the Use of Restraints care guideline.

All members reviewed SOP's D-104 Training, E-123 Rehabilitation, E-130 On Scene-Post Activity Decontamination, E-118 Aerial Operations, and passed the quiz with 100% accuracy.

All companies' complete Ground Monitor drill at MCLETC.

All TRT Members worked with Ropes, Rigging and Equipment focusing on high angle repelling with pick offs at MCLETC. Additional training with equipment familiarization at station 1 by all TRT members. TRT Team completed a joint trench rescue exercise with the Springfield Fire Department.

Fire Prevention:

The Fire Inspector test was re-posted. We hope to have Inspectors promoted by the end of the year.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
July

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- The I.T department is currently down two resources which is slowing work. One resource was interviewed and selected to begin work on August 21st. The other resource is in the posting stage.
- I.T. application resources continue to commit resource time to eliminating DB2 home grown applications throughout the organization. I.T. is contracting with a former City employee who did DB2 work previously for the City.
- A DB2 application called Employee Explorer (Human Resource application) is being converted to Tyler MUNIS Human Capital Module and is about 98% complete.
- A DB2 used for Food & Beverage Taxes is being converted into our Open Gov application and is about 95% complete.
- \$600,000 Decatur Public School (DPS) Fiber Grant Project is 79% complete. Getting JULIE requests completed in a reasonable time frame continues to slow this project down.
- I.T. staff have been investigating a Wi-Fi coverage issue with squad car connectivity in the parking lot at the DPD headquarters. Network analytic tools have been ordered to help us understand why Wi-Fi is not working like it should in that specific area with the combination of computer equipment we have.
- Buss Wi-Fi project has been paused due to resources not being available in I.T. due to the eight person staff being down two FTE's.
- Electronic Fare System to be used on all city buses is still being held up by the Bus Wireless project.
- Tyler MUNIS application was upgraded to subversion 9.
- In July, I.T. processed 100 Help Desk tickets, resolving only 38 during the initial point of contact with IT staff (38% First Call Resolution Rate). I attribute the reduction in the first call resolution rate to being short of staff in the summer vacation season.

DECATUR ILLINOIS POLICE DEPARTMENT

2023 July Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	18
Patrol Officer	110
TOTAL	136

Budgeted 148

Non-deployable: Officers at Academy or in FTO 13

Non-deployable: Officers on Injury Status 5

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	1
Police Support Specialist	1
FOIA Officer (part-time)	2
TOTAL	14

Freedom of Information (FOIA) Requests

Month: 242 **YTD:** 1,634

DECATUR ILLINOIS POLICE DEPARTMENT

2023 July Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	4
Directed Patrols	0	323
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,299	29,416
Criminal Arrests	323	1,920
Felony Drug Arrests	29	137
Firearms Siezed	42	136
Field Interviews	106	921
City Ordinance Arrests	0	41
Unlawful Use of Motor Vehicles	135	974

Traffic Accidents

	Amount	YTD
Traffic Accidents	201	1,382
Fatal Accidents	0	2
Personal Injury Accidents	38	243

Traffic Enforcement

	Amount	YTD
Traffic Citations	606	4,534
Written Warnings	345	2,756
Parking Citations	25	205

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	30	158
DUI's Involving Accidents	13	55
Electronic Communication Device Stops	10	105
Speeding Stops	275	1,932

DECATUR ILLINOIS POLICE DEPARTMENT

2023 July Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	351	grams	5,407	\$10 / gram	\$54,070
Cocaine - Powder	931	grams	1,420	\$100 / gram	\$142,000
Cocaine - Crack	305	grams	348	\$100 / gram	\$34,800
Heroin	1	grams	67	\$300 / gram	\$20,100
Ecstasy	0	hits	8	\$20 / hit	\$160
Meth	53	grams	2,731	\$100 / gram	\$273,100
K2/Pills	0	pills	172		

	Amount	YTD
Search Warrants	6	28
Currency Seized	\$7,364	\$57,421
Firearms Seized	13	56
Vehicles Seized	2	6
Arrests	23	99

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	141	858
Closed/Resolved Cases	80	516
Criminal Arrests	70	324
Homicides	3	12
Infant Death Investigations	0	0
Suicide Investigations	0	5
Missing Person Investigations	9	41
Computer Forensic Exams	0	24

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	10	106
Misdemeanor Arrests	3	13
TOTAL	13	119

	Amount	YTD
Sex Offender Registrations	123	880

**Public Works Department
Monthly Report
July 2023**

Engineering:

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: The lining of the remaining services continued in July, work is expected to take approx. 2 months to complete.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April. Service lining wrapped up in December for the winter with a total of 319 of the approximant 500 services lined.

2022 Water Main Replacement Project:

Month Activity: A&R has completed the installation of the watermain started restoration. Restoration is expected to take a couple months to complete.

Project Background: The project was designed and advertised by Engineering Staff on October 12, 2022, with bids received on November 3, 2022. A&R Mechanical Services, Inc. provided the lowest responsible bid, and the contract was awarded by City Council on November 21, 2022. The start date was delayed until April due to the lead times on materials. A&R has completed the water main installation on Danceland Rd and South Shores Dr.

MUNICIPAL SERVICES MONTHLY DATA
JULY 2023

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	79 patches	73	
Milling / Asphalt	11 sq yds	6	
Miscellaneous / Asphalt	0	31	
Pothole Patch / Repair	723 patches	96.5	
Street Repair / Asphalt	136.1 sq yds	52	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	93.5	
SS Utility Cuts / Curb & Gutter	0	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	127.9 sq yds	100.5	
SS Utility Cuts / Sidewalk	2,272 sq ft	145	
Water Dept Cuts / Curb & Gutter	0 linear ft	0	
Water Dept Cuts / Driveway	12.2 sq yds	12.2	
Water Dept Cuts / Pavement	94.1 sq yds	138.4	
Water Dept Cuts / Sidewalk	100 sq ft	13.05	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		65.5	
Flowerbed Maintenance		15	
Fountain		21	
Mowing / Downtown Parks		14	

Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Special Projects / Events / Electrical		0	
Service Calls / Other Departments		0	
Street Light Maintenance		23.5	
Traffic Signal Repair		232.5 Straight / 84 OT	
Warning Siren Maintenance		13	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	99.96%	718.18	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		18.4	
Mowing City Lots		0	
Mowing City Property / ROW		140	
Mowing City Property / State ROW		91	
MSC Maintenance		28	
New Tree Care & Maintenance		88	
Pesticide Application		6	
Storm Damage Clean-up		0	
Stump Removal	0	0	
Tree Removal	166 (inch diameter)	66	
Tree Trimming	1	8	
Vegetation Removal	0	0	

PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		12	
Parking Lots/Garage Maintenance		25	
Parking Meter Collection		7	
Parking Meter Repair		6	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	4,300 linear ft	8	
Catch Basin / Pumped	128	102	
Storm Sewer / Repaired	1	24	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	200 linear ft	6	
Storm Sewer / Jetted	230 linear ft	6	
Sanitary Back-up / Jetted	7,142 linear ft	46 Straight / 10 OT	
Sanitary Manholes / Pumped	1	4	
Sanitary Sewers / Cleaned	0 linear ft	0	
Sanitary Sewers / Jetted	0 linear ft	0 Straight	
Sanitary Sewers / Roots	0 linear ft	0	
Street Cleaning / 3 rd Shift	117.2 miles	32.5	
Street Cleaning / County Roads	3.1 miles	2	
Street Cleaning / Neighborhoods	29.8 miles	74	
Street Cleaning / Priorities	136.3 miles	70	
Street Cleaning / State Routes	63.4 miles	30	

TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	68	6	
Miscellaneous Traffic Control		20	
Mowing Entry Signs		10	
Signs / Installed	22	37.8	
Signs / Made	35	43.4	
Signs / Repaired	45	103	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		12	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	22	95	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	0	0	
Home Secures	7	14	

**Water Production Division
Monthly Report
July 2023**

DeWitt County Wellfield Improvements: INTERA Inc. completed work on pumping system options and continued work on power supply options and the preliminary engineering report.

Lake Decatur Landscape Maintenance: A contract for this year's work on the south side of the U.S. 36 bridge will be presented to the City Council for authorization in August.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 614.0 feet (98% full) which is normal for July.

Lake Decatur Watershed Management Plan: Work continued on the \$9.88M USDA RCPP grant and \$150K 2020 IEPA Section 319 grant BMP. The \$250K 2021 IEPA Section 319 grant was authorized by the City Council in July including Lake Decatur shoreline stabilization. A permit application and construction staking were completed for the stabilization. The \$350K 2022 IEPA Section 319 grant application continues to be evaluated by IEPA. Northwater Consulting continued operating the watershed water quality monitoring network, continued plans and permits to construct several high priority Best Management Practices (BMPs) and completing the draft Friends Creek subwatershed plan. Northwater submitted the draft Year 2 Tributary Monitoring Summary to the City and the Sand Creek, Wildcat Creek and Willow Branch draft subwatershed plans for City and IEPA review. City staff continued BMP database creation, planning and constructing Lake Decatur Watershed Protection Program BMPs.

Nelson Park Boat Ramps Preliminary Study: Martin Engineering completed preliminary concept designs for review by staff and the public.

Oakley Sediment Basin Drainage Improvements: Martin Engineering continued work on the drainage improvements design.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 95% of this project. Both claricones are now in use.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. has completed 75% of the Vulcan Pit new pipeline design.

Water Production: Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems, electrical system, water distribution sampling stations and bulk water station improvements projects. Analyzed a large quantity of water quality samples for Lake Decatur Watershed Management Plan monitoring and City sewer system. 600.98 million gallons of potable water were pumped into the water distribution system which was 8.13% less than July 2022.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred in July.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting completed the draft Year 2 Tributary Monitoring Summary which includes sediment accumulation.

July 2023

Water Services:

Staff repaired 23 fire hydrants, 2 system valves, 3 water main failures, 52 water services and inspected 16 system control valves and 2 fire hydrants. Completed 1,138 Utility Billing service orders, 51 miscellaneous distribution system orders and

Distribution crews flushed fire hydrants located at the end of water mains primarily in residential areas to remove sediment and bring fresh treated water into the system pipes. The chlorine levels were recorded for future monitoring.

The Division Street Water Tank was put back in service on July 8th after crews from USG Water, formally Utility Service Co. inspected, cleaned and recoated the interior of the tank.

Transportation Services Department

Monthly Report

July 2023

Mass Transit Division

For the month of July, the Mass Transit staff completed the following projects:

1. Evening Pilot Project: Working on limited evening routes that would provide service to strategic areas of town from Monday-Saturday 6:45PM to 11:15PM.
 - a. 498 Surveys received.
 - b. 90% would use the proposed evening service.
 - c. 92% saw a need for service to be extended.
 - d. 74% stated they would use it for work.
2. Installed new transit map on windows at 353 E. William
3. Worked on new design concept for bus stops that will promote ridership and placemaking.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	58,793	1,588	60,381
Miles Driven	80,301	4,687	84,988
On Time Performance			97%
Train Delays			2

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,467	12	1,479
Miles Driven	7,462	98	7,560
On Time Performance			97%

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of July, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, HVAC updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. Continued safety initiative including: installation of security cameras and doors, painting, and concrete repair.
2. Library Facilities:
 - a. Lease Space: Continued development including: installed directories, door signs, mailboxes. Re-key project underway.
 - b. Library: Continued repairs and work. Carpet project still underway and making progress.
3. Police Facilities: Building maintenance PM schedule is completed.
4. Civic Center: Solar project underway. Door window repair/replacement in progress.
5. MSC: Working with AEX for roof design and walkway addition.
6. CILBA: monthly home inspections completed. Working on Wee Folk project including: lead & asbestos testing, removal of groundhogs, cleanup debris, etc.
7. Fire Department: Repair double doors, exterior door, and replace fence at Station #1, Roof repair quotes for storm damage at Stations 2 & 6, project underway to install gas line at Station 2.

Electric Vehicle (EV) Division

For the month of July, the EV staff completed the following projects:

1. CDM Smith Contract Executed, EVRP plan kick off next month.
2. NEVI (National Electric Vehicle Infrastructure) research and funding options.