Monday, August 16, 2021
5:30 PM
Council Chambers

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of August 2, 2021 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. City of Decatur 2020 Financial Audit
3. Resolution Authorizing Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory Services
4. Resolution to Approve Professional Services Agreement with ADS Environmental Services to Perform the Water Distribution Leak Detection Survey Project, City Project 2021-39
5. Resolution Accepting the Texas BuyBoard Purchasing Contract Holder Price from TYMCO Inc. for the Purchase of Two (2) Street Sweepers
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2021 Trenchless Long Lining Repairs City Project 2021-28
7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2021 CDBG Sidewalk Improvement Project City Project 2021-21
8. Ordinance Granting Conditional Use Permit Construction of a Government Building (Fire Station) at 3530 and 3550 East Chestnut Avenue

9. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Felmley-Dickerson Co. for Construction of a New Fire Station #7
10. Resolution Authorizing Submittal of the Application Dated August 20, 2021 for Public Transportation Capital Assistance Grant Under the IDOT'S General Authority to Make Such Grants
11. Resolution Authorizing a Right-of-Way Use Agreement with Sifi Networks Decatur LLC for Installing Broadband Services in Areas of Decatur not Serviced by the City
12. Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group, Inc. for the Demolition of Vacant Building at 1408 N. Monroe
13. Resolution Authorizing City of Decatur to Enter into Purchase Agreement for Purchase of Two (2) Pierce Fire Apparatus and Agreement for Debt Financing of Apparatus
14. Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) for CDBG & Home FY2021 Grant Funds
15. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

    A. Resolution Approving Reappointments - Human Relations Commission
    B. Resolution Approving Reappointment - Decatur Housing Authority
    C. Resolution Approving Appointments - City Plan Commission
    D. Resolution Approving Appointments - Construction and Housing Board of Appeals
    E. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of Merchant Street - Northeast Community Fund - Farm to Fund - September 18, 2021
    F. Receiving and Filing of Minutes of Boards and Commissions
    G. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

VI. Other Business

VII. Adjournment

Monthly Reports, July, 2021

ATTACHMENTS:

Description	Type
Minutes of August 2, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, August 2, 2021

On Monday, August 2, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Jeffrey Perkins, Kent Laundra, Bishop Tyrone Cooper, Sarah Butts, Pat West, Elisa Meyers, Reed Sutman, Sandra Lindberg, Jonathon Drake, Jamie Snoke, Claritza Conway, Sunshine Fegett, Alma Conway, Julie Bell and Kevin McCartan.

Interim Police Chief Shane Brandel gave an update on police staffing levels.

With no other Appearance of Citizens, Council responded to citizens' comments.

Councilman Faber exited the Council Chambers at 6:30 p.m. and returned at 6:33 p.m.

Mayor Julie Moore Wolfe called for Approval of the Minutes.

The minutes of the July 12, 2021, City Council Study Session were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Lisa Gregory, Ed Culp and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

The minutes of the July 19, 2021, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Lisa Gregory, Ed Culp and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

2021-43 Ordinance Amending Budget for Fiscal Year 2021, was presented.
Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance and answered questions from Council regarding ARP funds and CURE funds.

The following citizens provided comments regarding the use of ARP funds: Alan Dusterhaus, Michelle Earles and Helen Michelassi.

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

R2021-135 Resolution Authorizing Execution of a Grant Agreement with Dove, Inc. for the Distribution of Rent, Mortgage and Utility Assistance to Eligible Recipients, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council regarding CDBG-CV funds.

Ms. Tami Wilcox with Dove spoke about the process of administering the City's rent, mortgage and utility relief funds.

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

R2021-136 Resolution Authorizing Execution of Grant Agreement with Illinois Department of Transportation for FY 2022 Transit Operating Assistance (DOAP), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2021-137 Resolution Authorizing the Purchase of Rifles for the Decatur Police Department Emergency Response Team, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Interim Police Chief Brandel gave a brief overview of the Resolution.

Ms. Sandra Lindberg provided comments to the Council.

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

R2021-138 Resolution Authorizing the Execution of an Intergovernmental Agreement between the County of Macon and the City of Decatur for Distribution of 2020 Byrne Justice

Assistance Grant Program Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Interim Police Chief Brandel gave a brief overview of the Resolution.

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

R2021-139 Resolution Authorizing the Execution of an Intergovernmental Agreement between the County of Macon and the City of Decatur for Distribution of 2021 Byrne Justice Assistance Grant Program Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-140 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Country Club and Airport Road Reconstruction, City Project 2021-33, City Project 2009-33 Section 09-00933-01-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-141 Resolution Approving Reappointment - Construction and Housing Board of Appeals, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton answered questions from Council regarding the function of the Construction and Housing Board of Appeals.

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

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

Councilman Faber encouraged tree planting and Councilman Kuhle was congratulated for his efforts with the Ursula Beck Pro Tennis Classic.

City Manager Wrighton announced that a Special City Council meeting to include Closed Executive Session will be held on August 9, 2021 at 5:30 p.m. to discuss applicants for the vacated Council position.

With no Other Business, Mayor Julie Moore Wolfe called for adjournment.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:42 p.m.

Approved_____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Financial Commentary	Cover Memo
Financial report	Cover Memo

CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

Treasurers Financial Report
July 2021

The Year in Play

The year 2020 was a difficult and challenging year for the City entity. The pandemic experience challenged the City entity operationally and financially. The pandemic affected and challenged the city in the broader perspective of the pandemic impact on citizens, businesses operating in the city, taxpayers, and stakeholders of the city.

The pandemic impact on the economy negatively impacted revenue for the city. Expenditure containment counter measures were enacted to offset the negative revenue impact. City ability to enact the counter measure expense containment to the revenue shortfall, resulted in a significant mitigation to the pandemic negative effect to the City Treasury. The negative revenue effect of $3.3 million was reduced to a negative City Treasury impact of $0.7 million due to the mitigation measures enacted by the city.

As the City progresses through 2021, the City is presented with challenges and unknowns that will have impact on City finances and operations.

- COVID-19 Pandemic development,
- Eventual speed of the economic re-opening,
- Economic development success in the city and region,
- Manufacturing employment in the local economy,
- Development of state and local sales tax revenues to the city,
- Development of state use tax revenues to the city from “internet” purchase transactions,
- Development of locally imposed tax revenues including utility, food & beverage, hotel use, local MFT,
- State Legislative decisions impacting LGDF revenue distribution to the city,
- State Legislative budget matters and impact to the city

The development of these challenges and unknowns will have significant impact on the financial position, financial condition development and progress of the City of Decatur.

The fiscal year 2021 budget was approved by the Decatur City Council on December 7, 2020 with adoption of Council Ordinance 2020-164. The adopted budget for all funds and activities of the City includes Revenue of $210.4 million and Expense of $230.0 million, representing an in-period cash basis deficit of $19.5 million.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of $70.3 million and Expense of $71.2 million, representing an in-period deficit of $0.9 million.

The non-general fund deficit of $18.6 million is the result of the year-on-year timing of revenue received versus expenditures for projects including water utility, sewer and storm sewer fund projects, state motor fuel tax and local motor fuel tax projects, as well as other capital and infrastructure project initiatives of the City. The non-general fund deficit is funded by existing cash position reserves of the City Treasury and presents no adverse financial position to the City Treasury.

City Financial Position

The City of Decatur ended July 2021 with a total cash position of $86.7 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of $81.6 as of the end of June.

The City General Fund ended July 2021 with a cash position of $16.6 million versus the June cash position of $15.2 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 on July 31 of $16.6 million represents 84 days of budgeted fiscal year 2021 expense coverage in the City General Fund. The council approved cash reserve policy is a 60-day cash reserve or $11-12 million.

City cash on July 31 excluding the General Fund cash position is $70.1 million, contained in Special Revenue funds ($6.4 million), TIF Redevelopment funds ($3.0 million), Capital funds ($21.9 million), Debt Service fund ($1.0 million), Internal Service funds ($3.9 million) and Enterprise funds ($34.0 million), earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

Fund Type	Jul 2021	Jun 2021	Comment
Special Revenue	6.4	5.0	Library, State MFT, Local MFT, Federal programs, etc
TIF Redevelopment	3.0	1.9	Debt service and redevelopment agreement obligations
Capital	21.9	22.3	Capital funding available
Debt	1.0	0.2	Debt service obligations
Internal Service	3.9	4.2	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	34.0	32.8	Utilities – Water, Sewer, Storm Water, Lake Dredging, Transit
Non-General Fund	70.1	66.4	
General Fund	16.6	15.2	Basic services to citizens and stakeholders
Total City Cash	86.7	81.6	

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

Changes of note in the period:

- Special Revenue funds increase ($1.4 million). Library Fund increase ($1.4 million) due to receipt of property tax distribution offset by in period operating expense; CDBG fund decrease ($0.2 million) due to in period program spending; Local Streets and Roads Fund increase ($0.1 million).
- **State MFT Fund is now in a positive cash position ($0.6 million), however continues to await outstanding Brush College Transportation project grant funding receipts on the order of $6+ million. IDOT grant funding reimbursements have commenced, with a limited dollar value of reimbursements to date.**
- TIF fund increase ($1.1 million) due to receipt of property tax distribution.
- Capital Funds decrease ($0.4 million); 2018 Project fund decrease $0.3 million with payments to contractors for new fire station construction; Equipment Replacement fund decrease $0.1 million due in period debt service payment on vehicle acquisition.
- Internal Service funds decrease ($0.3 million) in line with current expectations.
- Enterprise funds increased $1.2 million. Water Fund increase ($1.6 million) due in period positive cash flow from operations of $1.6 million; Transit decreased ($0.6 million) due to in period operating expense; Sewer Fund increased ($0.2 million) as expected revenues exceeded in period sewer project spending.
- **Public Transit fund is in a negative cash position, awaiting receipt of State IDOT DOAP operating grant funding.**

General Fund Position

Cash

The City General fund cash position ended July at $16.6 million, an increase from the June cash position of $15.2 million. The current cash balance represents a cash reserve position of 84 days (was 77 days).

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period ending July 2021.

$ (000)	**Budget (4)**	**Year to Date (1)**	**Budget Target (2)**	**% vs Target (3)**
Revenue	70,300	46,702	39,716	18%
Expense	71,200	37,755	40,165	(6)%
Surplus(deficit)	(900)	8,947	(449)	

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, with Council Adoption on December 7, 2020

General Fund Revenue

Revenue to date through July is $46.7 million versus budget to date revenue of $39.7 million, above budget by $7.0 million or 18%.

Year to date position of revenue vs. budget

$ (000)	**Actual**	**Budget**	**vs Budget**	**% vs Budget**
Local taxes				
Cable TV tax	617	490	127	26%
Food & beverage	1,977	1,776	201	11%
Hotel use tax	420	303	117	39%
Mobile home privilege tax	15	-	15	-
Property tax	5,706	5,373	333	6%
Telephone utility tax	1,208	791	417	53%
Utility tax – electric & natural gas	2,815	2,669	146	5%
Total local tax	**12,758**	**11,402**	**1,356**	**12%**
State remitted taxes				
Auto rental tax	21	19	2	10%
State cannabis tax	58	49	9	18%
Local sales tax	6,258	5,782	476	8%
Aviation fuel tax	3	-	3	-
State local use tax	1,978	1,851	127	7%
State income tax	6,599	4,729	1,870	40%
State replacement tax	1,280	645	635	98%
State sales tax	6,893	6,612	281	4%
Video gaming tax	1,073	770	303	39%
Total state remitted tax	**24,163**	**20,457**	**3,706**	**18%**
Other revenue				

Road & bridge tax	223	209	14	7%
Charge for service (internal city)	4,771	5,006	(235)	(5)%
Third party revenue	687	629	58	9%
Grants	343	189	154	81%
Fees for service	2,043	1,800	243	14%
CURES spend funding	1,703	-	1,703	++
Interest income	11	24	(13)	(54)%
Other revenue	**9,781**	**7,857**	**1,924**	**24%**
General fund revenue	**46,702**	**39,716**	**6,986**	**18%**

Revenue numbers may not add due to rounding

Revenue Comments (of significant revenue matters)

- Cable TV tax favorable due to $116k Azavar Audit past tax due revenue receipt, otherwise, Cable TV tax is on par with budget expectation
- Food & Beverage tracking 11% above the year-to-date expectation, strong recent months activity
- Hotel Use Tax tracking 39% above the year-to-date expectation, strong recent months activity
- Mobile Home and Property Tax revenue to date is carryover from 2020 revenue not distributed by Macon County Treasurer until January 2021. Was expected to be received in 2020. Revenue is non budgeted revenue in 2021
- Property tax distribution exceeding expectation, plus last 2020 distribution received in January 2021
- Telephone Utility Tax revenue received from State to date is an over distribution of tax revenue due to the city. Over distribution has been confirmed by IL DOR. Undetermined amount, but likely in the range of $475k
- Utility Tax (gas & electric) tracking above budget to date
- Local sales tax 8% ahead of budget expectation year-to-date. Five (5) consecutive months of above expectation for local sales tax revenue is a good sign. August distribution already received marks the 6th consecutive month of strong overbudget result. Will continue to watch and track
- State Use tax continues to overperform. Good news for us. Internet on-line shopping
- State Income tax to date above our expectation. Good news for us. Improved state employment situation.
- State Replacement tax to date above our expectation. Substantially over performing the budget expectation. Must be cautious with this revenue stream as State has used this revenue in the past as coverage for state funding issues. Will continue to watch and track
- State sales tax 4% ahead of budget expectation year-to-date. Five (5) consecutive months of above expectation for state sales tax revenue is a good sign. August distribution already received marks the 6th consecutive month of strong overbudget result. Will continue to watch and track
- Video Gaming tax. Video gaming was shut down with reopening occurring in February 2021. Expectation for video gaming revenues to rebound has occurred with result to date above budget 39%
- Internal service charges lags budget to date, with general fund revenue shortfall ($235k); CDBG related ($106k), HOME related ($30k), DUATS related ($28k), MFT chargebacks ($49k), and Water street cuts ($23k)
- Fees for Service. Revenue overachieving to-date expectation due timing of revenue receipts
- City received CURES Grant reimbursement funding of public safety expense in 2020 in amount of $1.7 million

Summation

Year to Date revenue in-excess of budget		6,986
Extraordinary items		
• Cable TV tax Azavar recovery	116	
• 2020 Property tax received in 2021	178	
• Telephone tax over distribution	475	
• CURES public safety funding	1,703	
Total		2,472

Operational to date revenue overage		4,514
Reasons:		
• State income tax to date		1,870
• Property tax		253
• Use tax (internet transactions)		127
• State replacement tax		635
• Food & Beverage tax		201
• Sales tax (state and local)		757
• Video gaming tax		303
• Utility tax		146
• Fees for service		243
• Other		(21)

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. With seven (7) months into the twelve-month cycle, the year-to-date benchmark is 58% of the full year budget revenue.

$ (000)	**2021 Budget**	**2021 YTD**	**YTD % of Year Budget**	**2020 YTD**	**% Change yr vs yr**
State Sales Tax	11,519	6,892	60%	6,429	7%
Local Sales Tax	10,237	6,258	61%	5,543	13%
State Income Tax	8,203	6,599	80%	4,730	40%
Utility Tax (Gas & Elec)	4,376	2,815	64%	2,667	6%
Food & Beverage Tax	3,150	1,977	63%	1,787	11%
State Local Use Tax	3,350	1,978	59%	1,691	17%
Video Gaming Tax	1,320	1,073	81%	638	68%
Telephone Tax	1,304	1,208	93%	833	45%
State Replacement Tax	901	1,280	142%	781	64%
Hotel Use Tax	650	420	65%	352	19%
Cable TV Tax	953	617	65%	510	21%

General Fund Expense Comments

On a year-to-date basis, general fund spending of $37.755 million is below budget by $2.410 million or 6%.

Year to date position of expense vs. budget

$ (000)	**Actual**	**Budget**	**vs Budget**	**% vs Budget)**
General government	4,039	4,197	(158)	(4)%
Development services	1,749	2,089	(340)	(16)%
Public safety	26,964	28,018	(1,054)	(4)%
Public works	5,003	5,861	(858)	(15)%
General fund expense	**37,755**	**40,165**	**(2,410)**	**(6)%**

Expense numbers may not add due to rounding

Year to date, personnel expense is below budget $1.3 million, operating expense below budget $1.1 million.

Twenty-seven (27) general fund staffing positions remain open as of July 31. Operating expense underspending results primarily from underspending in public safety and public works.

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

Federal HOME Fund	$0.1 million	Earmarked for federally approved programs
Federal CDBG Fund	$(0.2) million	Earmarked for federally approved programs
State Drug Enforcement	$0.3 million	Earmarked for police programs as available
Federal Drug Enforcement	$0.3 million	Earmarked for police programs as available
Building Fund	$0.3 million	Earmarked for R&M and capital of Library facility
Public Library Fund	$1.6 million	Operational fund of Library In line with expectation
Library Capital Fund	$0.3 million	Earmarked for CapEx requirements and cash reserves
Library Trust Fund	$0.2 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	$1.1 million	Earmarked for street repair and maintenance
State Motor Fuel Tax	$0.6 million	Earmarked for street repair and maintenance. Awaiting State grant funding reimbursement for Brush College Transportation project of $6.0 million
Community Revitalization	$1.6 million	Earmarked for revitalization initiatives.
2018 Project Fund	$3.6 million	2018 GO bond proceeds available for construction of new fire stations 3, 5 and 7
Capital Project Fund	$0.1 million	Minimal funding available
Equipment Replacement	$1.2 million	Earmarked for police, fire and public works capital requirements including vehicle equipment replacement
Debt Fund	$1.0 million	Earmarked for debt payments on current debt issues
Fleet Maintenance	$0.4 million	Earmarked for repair and maintenance of city vehicle fleet
Risk Management Fund	$2.3 million	Cash reserves for ongoing business insurance costs including liability, property, worker's compensation. City reserve desired is $2.5 million necessary to sustain and protect the city
Employee Insurance Fund	$1.3 million	Coverage for healthcare and other EE benefit expense. Cash reserve desired is $2.25 million necessary to sustain and protect the city
Public Transit Operations	$(0.8) million	Earmarked for operational and capital funding of the transit system.
Fiber Optics Fund	$0.1 million	Earmarked for city investment in the next phase of fiber optic network.
Storm Water Fund	$3.1 million	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer Fund	$9.8 million	Balance available and revenue flow will fund currently defined sewer projects – Council ordinance 2016-91 adopted 12/05/2016 provides the price increase required to fund sewer projects in compliance with US EPA requirements
Water Utility Funds	$21.4 million	Cash balance of $21.4 million, includes $12.5 million sequestered in the debt reserve fund, representing the next 12 months' debt service payments. Inter fund loan of $1.382 million to city capital project fund to pay for the Johnson Controls energy savings initiative remains outstanding and due the water funds. This receivable is not included in the water fund cash position of $19.0 million. The current cash position allows funding of capital expense

		securing water main infrastructure replacement and other necessary capital expenditure envisioned in the short-term period. The Water Utility Fund continues to operate in accordance with the price increase model expectations
Water Bond Construction	$0.2 million	Project completed and un-spent funds remaining. Will be transferred to debt service obligation in accordance with bond covenants
Grant Fund	$(0.7) million	Federal CURES Grant and State of Illinois Bicycle Trail Grant. Fund is upside down due to CURES spending not yet reimbursed to the City Treasury from the State / Feds
American Rescue Plan	$16.9 million	Federal ARP money earmarked for spending on Council approved projects

Trust & Agency Fund balance of $181.9 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include $13.5 million in US Treasury Bonds. The investment schedule on page 9 of the Treasurer's financial report provides the details of the investments. The investments are comprised of $2.8 million fire station initiative bond proceeds and $10.7 million of pooled cash.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months - 3 years.

The interest earnings from the investments to date have earned the city $1.1 million. Additional interest income will accrue to the city over the period to investment maturity in an amount approximating $0.1+ million.

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

Debt

Debt outstanding is $171 million and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2021 fiscal year operating plan and budget and are secured within the current cash flow operations of the city. City will end the year with outstanding debt of $156 million.

Revenue Tracking

City-wide Revenue received to date in the fiscal month ending July 2021 of $132.8 million is 58% of the annual revenue budget of $227.4 million.

Of note, the property tax revenues received by the City according to the 2020 Tax Levy in effect, 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 cost of day-to-day City government operations as well as capital spending requirements of City operations, including general government, public safety police and fire protection, public works streets & municipal services and infrastructure operations, are not funded by property tax revenues, but rather are funded by other taxes including locally imposed or state distributed sales & use tax, income tax, food & beverage tax, hotel/motel tax, utility tax, and other minor tax.

Property Tax in 2021

The 2020 property tax levy, approved by the Decatur City Council in December 2020 with Council Ordinance 2020-166, for a tax levy amount of $14,462,508, has been certified by the State of Illinois, with tax extension of $14,462,765.

Equalized assessed value ("EAV") for the 2020 EAV period, with property tax payable in 2021, has been certified at $848,659,319 versus city estimated EAV of $849,000,000.

The City property tax rate for 2020 EAV with tax payable in 2021 is 1.70419% versus the prior year tax rate of $1.70346%.

The City property tax levy / tax rate is 16% of the total property tax levy / tax rate for City property owners.

Expenditure Tracking

City-wide expenditures to date thru July of $104.7 million is 46% of the full year budget of $230.0 million.

Water Utility

The financial performance of the City Water Utility is illustrated on pages 22-23. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved through June is an operating margin before debt service of $10.0 million on revenues of $18.1 million. Debt principal and interest payments on GO bonds and other debt instruments in 2021 of $8.2 million were transacted during the period to date.

Operating income achieved through July is a positive position of $1.8 million, favorable to the budget, and favorable to the prior year.

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

Headcount Staffing

Current full-time staffing level is 420 FTE's versus budget of 451 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
August 11, 2021

Fiscal Year 2021

Fiscal Period Ending July 2021

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 2021

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	General Fund									
10	GENERAL FUND	15,158,613.17	11,368,239.60	9,951,869.87	31,570.14		16,606,553.04		16,606,553.04	0.00
	Special Revenue Funds									
16	COMMUNITY GRANT FUND	(720.00)	0.00	924.09	0.00		(1,644.09)		(1,644.09)	
17	HOME FUND	59,794.43	6,409.86	5,608.03	0.00		60,596.26		60,596.26	
18	CDBG FUND	5,506.23	39,921.83	252,345.75	0.00		(206,917.69)		(206,917.69)	
22	DUATS FUND	58,987.22	0.00	175.44	0.00		58,811.78		58,811.78	
25	STATE DRUG ENFORCEMENT	244,413.80	1,907.79	8,883.58	62,853.72		300,291.73		300,291.73	
26	DUI FINES AND FEES FUND	434,306.47	8,043.76	(2,820.00)	0.00		445,170.23		445,170.23	
27	POLICE LAB & PROGRAMS	189,442.58	120.93	1,699.00	0.00		187,864.51		187,864.51	
30	FEDERAL DRUG ENFORCEMENT	250,548.51	16,507.76	5,495.00	0.00		261,561.27		261,561.27	
34	BUILDING FUND	268,544.77	49,115.00	48,617.81	0.00		269,041.96		269,041.96	
35	LIBRARY FUND	212,852.20	1,725,157.35	347,151.04	0.00		1,590,858.51		1,590,858.51	
36	MUNICIPAL BAND FUND	94,321.91	37,422.57	14,925.07	0.00		116,819.41		116,819.41	
37	FOREIGN FIRE INSURANCE FUND	111,866.57	0.88	18,489.09	0.00		93,378.36		93,378.36	
42	LOCAL STREETS & ROADS	953,625.45	145,659.31	417.00	0.00		1,098,867.76		1,098,867.76	
46	MOTOR FUEL TAX FUND	640,275.26	255,516.57	304,446.17	0.00		591,345.66		591,345.66	
58	LIBRARY CAPITAL	333,323.19	0.00	0.00	0.00		333,323.19		333,323.19	
59	LIBRARY TRUST FUNDS	150,619.55	400.00	3,089.51	0.00		147,930.04		147,930.04	
82	DCDF FUND	145,634.67	1,367.81	627.48	0.00		146,375.00		146,375.00	
84	COMMUNITY REVITALIZATION	1,562,574.35	23,451.00	5,590.00	0.00		1,580,435.35		1,580,435.35	
85	GRANT FUND	(661,171.76)	16,709.69	22,498.48	0.00		(666,960.55)		(666,960.55)	
	Total Special Revenue Funds	5,054,745.40	2,327,712.11	1,038,162.54	62,853.72	0.00	6,407,148.69	0.00	6,407,148.69	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	70,505.74	500,708.03	0.00	0.00		571,213.77		571,213.77	
20	SE PLAZA TIF FUND	14.68	178,091.35	0.00	0.00		178,106.03		178,106.03	
21	WABASH CROSSING TIF	1,350,520.31	169,524.48	0.00	0.00		1,520,044.79		1,520,044.79	
23	EASTGATE TIF FUND	370,373.82	60,610.57	0.00	0.00		430,984.39		430,984.39	
24	SOUTHSIDE TIF FUND	102,835.48	43,417.69	0.00	0.00		146,253.17		146,253.17	
28	PINES SHOPPING CENTER TIF	11,360.48	39,391.52	0.00	0.00		50,752.00		50,752.00	
29	GRAND & OAKLAND TIF	21,773.15	70,462.09	0.00	0.00		92,235.24		92,235.24	
	Total TIF & Redevelpmnt Funds	1,927,383.66	1,062,205.73	0.00	0.00	0.00	2,989,589.39	0.00	2,989,589.39	0.00
	Capital Funds									
40	PEG CAPITAL FUND	93,540.59	0.00	3,180.00	0.00		90,360.59		90,360.59	
44	2018 PROJECT FUND	3,951,388.62	1.24	323,405.25	0.00		856,365.14	2,771,619.47	3,627,984.61	
45	CAPITAL PROJECT FUND	85,841.70	0.00	5,000.00	0.00		80,841.70		80,841.70	(1,381,816.00)
61	EQUIPMENT REPLACEMENT	1,293,636.93	(1,240.19)	115,294.42	0.00		1,177,102.32		1,177,102.32	
99	AMERICAN RESCUE PLAN	16,911,067.50	0.00	0.00	0.00		16,911,067.50		16,911,067.50	
	Total Capital Funds	22,335,475.34	(1,238.95)	446,879.67	0.00	0.00	19,115,737.25	2,771,619.47	21,887,356.72	(1,381,816.00)

City of Decatur **Month of: July 2021**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	Debt Fund									
50	DEBT FUND	214,028.44	770,844.05	0.00	0.00		984,872.49		984,872.49	0.00
	Internal Service Funds									
60	FLEET MAINTENANCE	364,186.91	238,066.43	245,046.50	691.73		357,898.57		357,898.57	
64	RISK MANAGEMENT	2,378,415.58	253,373.17	363,674.24	0.00		2,268,114.51		2,268,114.51	
65	INSURANCE FUND	1,414,058.64	751,848.56	909,443.53	0.00		1,256,463.67		1,256,463.67	
	Total Internal Service Funds	4,156,661.13	1,243,288.16	1,518,164.27	691.73	0.00	3,882,476.75	0.00	3,882,476.75	0.00
	Enterprise Funds									
70	MASS TRANSIT -OPERATION	(168,997.80)	9,809.63	651,079.51	0.00		(810,267.68)		(810,267.68)	
77	FIBER OPTICS	78,927.94	23,659.28	3,000.00	0.00		99,587.22		99,587.22	
78	STORM WATER	3,051,217.84	121,821.92	72,300.14	0.00		3,100,739.62		3,100,739.62	
79	SEWER FUND	9,582,488.14	576,452.95	376,701.53	0.00		9,782,239.56		9,782,239.56	
80	WATER FUND	5,411,941.27	2,750,468.42	1,150,427.32	(47,751.13)		6,964,231.24		6,964,231.24	
81	WATER CAPITAL	1,971,062.12	0.00	10,197.09	0.00		1,960,865.03		1,960,865.03	1,381,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	153,430.47	56,517.77	57,337.72	56.32		152,666.84		152,666.84	
89	WATER BOND	217,329.47	0.00	0.00	0.00		217,329.47		217,329.47	
	Total Enterprise Funds	32,797,399.45	3,538,729.97	2,321,043.31	(47,694.81)	0.00	33,967,391.30	0.00	33,967,391.30	1,381,816.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	70,060.40	3,016,190.57	759,689.99	0.00		2,326,560.98		2,326,560.98	
90	FIRE PENSION INVESTMENTS	72,617,476.42	1,660,859.80	4,996.71	0.00			74,273,339.51	74,273,339.51	
	TOTAL FIRE PENSION	72,687,536.82	4,677,050.37	764,686.70	0.00	0.00	2,326,560.98	74,273,339.51	76,599,900.49	
91	POLICE PENSION FUND CASH	382,320.72	2,834,789.93	793,448.58	0.00		2,423,662.07		2,423,662.07	
91	POLICE PENSION INVESTMENTS	102,668,938.72	196,764.17	1,117.62	0.00			102,864,585.27	102,864,585.27	
	TOTAL FIRE PENSION	103,051,259.44	3,031,554.10	794,566.20	0.00	0.00	2,423,662.07	102,864,585.27	105,288,247.34	
	Total Trust & Agency Funds	175,738,796.26	7,708,604.47	1,559,252.90	0.00	0.00	4,750,223.05		181,888,147.83	0.00
	Total City Funds	257,383,102.85	28,018,385.14	16,835,372.56	47,420.78	0.00	88,703,991.96	2,771,619.47	268,613,536.21	0.00
	Memorandum Items									
	Pooled Cash Investments							10,737,479.84	10,737,479.84	
	City Funds ex Trust & Agency	81,644,306.59	20,309,780.67	15,276,119.66	47,420.78	0.00	83,953,768.91	13,509,099.31	86,725,388.38	0.00

City of Decatur **Period Ending: July 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10 General	2019	6,482,379	7,562,036	7,322,260	7,212,146	7,656,151	7,851,747	7,452,516	8,031,145	8,500,532	7,629,111	8,267,828	8,339,798
	2020	8,296,671	9,275,978	9,688,689	7,932,274	7,953,057	7,793,619	8,152,494	9,790,220	10,145,372	9,070,165	9,265,579	7,617,009
	2021	8,542,498	8,764,962	12,423,940	11,749,497	13,476,379	15,158,613	16,606,553	-	-	-	-	-
12 Econonic Develop	2019	108,548	79,069	39,032	34,670	29,388	(8,300)	7,473	476,484	(14,818)	(16,848)	(56,290)	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
16 Community Grant	2021	-	-	-	-	-	(720)	(1,644)	-	-	-	-	-
17 HOME	2019	56,988	67,392	53,424	54,544	55,535	68,928	70,396	71,451	76,144	81,445	82,254	77,286
	2020	58,171	63,167	64,682	65,679	68,990	72,992	76,881	76,810	78,493	79,174	80,234	78,765
	2021	82,742	83,666	84,726	85,829	86,429	59,794	60,596	-	-	-	-	-
18 CDBG	2019	5,824	5,824	(452)	7,446	4,629	238	(197,495)	(200,500)	(203,009)	8,604	8,789	6,256
	2020	6,590	9,041	9,296	9,519	5,258	1,655	(210,259)	(162,671)	(211,294)	(213,535)	(215,415)	642
	2021	19,245	54,686	10,041	10,041	15,889	5,506	(206,918)	-	-	-	-	-
19 Olde Towne TIF	2019	(99,371)	(99,371)	(99,371)	(99,371)	(99,371)	(356,181)	526,910	527,364	998,764	983,459	984,157	78,883
	2020	78,936	78,987	79,675	79,678	79,680	(90,533)	212,774	467,568	-	823,319	866,329	79,848
	2021	93,791	147,360	147,447	147,447	147,447	70,506	571,214	-	-	-	-	-
20 Southeast TIF	2019	29,054	38,381	9,069	18,117	27,124	14,005	143,278	651	163,887	172,925	988	10,854
	2020	19,444	17	8,703	17,284	124	8,717	130,851	144	10,770	141,952	152,461	26,570
	2021	27,227	27,227	27,232	5	5	15	178,106	-	-	-	-	-
21 Wabash TIF	2019	448,978	449,339	449,686	450,406	451,035	400,981	476,653	477,064	547,716	548,268	548,658	826,410
	2020	826,965	827,504	828,651	828,679	828,707	829,845	896,454	869,354	935,827	943,340	943,593	1,115,501
	2021	1,349,330	1,349,330	1,349,646	1,349,646	1,349,646	1,350,520	1,520,045	-	-	-	-	-
22 DUATS	2019	62,049	61,694	62,705	62,603	62,467	62,316	60,709	47,815	33,055	33,092	32,805	335
	2020	335	63,201	48,202	48,051	50,383	60,605	63,240	63,242	41,217	63,218	62,983	31,799
	2021	49,456	51,308	56,842	56,502	54,832	58,987	58,812	-	-	-	-	-
23 East Gate TIF	2019	50,128	66,374	16,894	33,717	50,557	67,393	171,917	188,862	215,295	232,296	229,159	246,771
	2020	264,003	282,998	300,481	317,552	324,674	18,037	44,902	162,791	180,103	208,531	243,355	261,205
	2021	279,195	296,575	314,143	335,150	352,650	370,374	430,984	-	-	-	-	-
24 Southside TIF	2019	70,805	60,473	60,520	60,617	60,702	60,749	89,225	89,302	89,420	89,509	89,572	89,773
	2020	89,833	89,892	90,035	90,038	90,041	59,000	59,005	100,602	100,702	102,628	102,655	102,666
	2021	102,735	102,735	102,763	102,763	102,763	102,835	146,253	-	-	-	-	-
25 State Drug	2019	302,371	279,791	311,959	308,564	264,579	249,649	250,756	228,288	242,016	264,869	211,563	203,973
	2020	203,517	228,717	216,717	194,215	197,228	178,719	175,465	181,665	192,639	164,356	237,672	263,300
	2021	228,606	277,014	245,998	241,640	237,645	244,414	300,292	-	-	-	-	-
26 DUI	2019	175,872	181,317	187,218	197,245	206,709	215,014	218,032	217,959	223,592	229,262	232,596	234,223
	2020	229,507	211,043	223,169	227,377	233,934	247,843	245,864	267,645	264,925	236,261	240,716	234,248
	2021	501,181	481,579	476,366	425,979	432,432	434,306	445,170	-	-	-	-	-

City of Decatur ***Period Ending: July 2021***

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
27 Police Lab	2019	219,812	219,935	220,305	208,768	209,028	209,567	209,737	209,628	210,090	209,279	209,528	209,519
	2020	209,760	210,051	210,466	210,454	192,461	192,160	191,527	191,851	191,972	189,820	189,969	190,115
	2021	190,205	189,521	189,574	189,764	189,826	189,443	187,865	-	-	-	-	-
28 Pines TIF	2019	99,019	101,760	2,549	4,956	7,354	11,845	49,119	50,383	87,700	90,152	93,114	95,937
	2020	98,532	97	2,683	5,213	9,041	11,643	14,175	53,771	56,332	94,227	97,597	100,385
	2021	103,275	106,124	108,982	5,653	8,486	11,360	50,752	-	-	-	-	-
29 Grand/Oakland TIF	2019	165,894	170,969	4,841	9,442	14,031	15,130	81,859	84,296	151,101	152,919	155,301	161,288
	2020	166,878	165	5,741	11,222	10,723	16,323	21,806	83,650	89,180	157,219	156,545	161,967
	2021	167,574	172,987	178,448	17,658	16,284	21,773	92,235	-	-	-	-	-
30 Federal Drug	2019	136,918	134,226	129,334	122,041	122,151	134,762	131,991	131,004	134,012	132,419	132,513	132,149
	2020	132,237	129,723	129,771	129,775	129,780	266,617	266,626	261,140	272,252	272,252	274,999	274,999
	2021	274,999	274,999	274,999	274,999	250,999	250,549	261,561	-	-	-	-	-
33 Police Capital	2019	358,614	296,882	311,917	217,270	217,981	236,445	446,573	431,700	429,373	392,971	390,254	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
34 Building	2019	158,797	151,686	156,799	171,427	189,116	204,665	195,113	207,472	221,600	65,421	(179,607)	891,406
	2020	930,823	713,327	733,419	447,419	459,843	169,755	133,534	142,422	111,987	119,445	123,869	220,922
	2021	233,999	246,982	264,231	271,861	283,471	268,545	269,042	-	-	-	-	-
35 Library	2019	1,027,534	827,400	603,765	423,331	202,473	(17,809)	1,392,329	1,181,417	1,970,149	1,736,720	1,488,252	1,362,863
	2020	1,174,592	947,971	712,219	451,545	265,528	24,694	602,238	1,244,500	1,136,872	1,901,255	1,717,359	1,469,875
	2021	1,351,862	1,098,707	833,977	582,710	463,087	212,852	1,590,859	-	-	-	-	-
36 Band	2019	33,927	34,341	35,111	33,900	32,142	13,225	24,684	7,485	21,084	18,657	29,761	35,464
	2020	34,835	35,340	36,232	37,077	35,922	36,815	54,072	62,555	60,792	96,501	98,740	99,930
	2021	101,531	100,790	101,642	97,861	98,691	94,322	116,819	-	-	-	-	-
37 Foreign Fire Ins	2019	215,510	202,420	194,396	169,866	141,199	137,676	133,004	127,768	120,338	259,795	244,646	210,564
	2020	199,066	180,822	168,040	156,693	136,604	118,001	110,979	100,585	88,446	229,201	221,448	168,424
	2021	161,821	158,616	150,718	145,650	132,640	111,867	93,378	-	-	-	-	-
40 PEG	2019	59,100	72,104	74,147	75,426	86,602	84,662	67,068	80,210	78,372	75,074	90,854	87,531
	2020	88,440	99,632	97,294	78,720	91,122	86,573	87,415	98,996	96,616	96,787	101,008	97,188
	2021	94,643	108,901	106,384	106,783	118,060	93,541	90,361	-	-	-	-	-
42 Local Streets	2019	2,649,551	2,182,487	2,320,390	2,472,400	2,625,608	2,762,097	3,155,021	2,710,536	2,684,192	2,751,803	2,918,646	2,001,070
	2020	2,154,047	1,701,201	1,719,367	1,833,983	1,934,004	2,057,359	1,893,879	1,048,604	1,248,373	1,384,107	1,523,161	1,594,839
	2021	1,720,340	1,231,170	1,060,236	1,188,830	1,331,808	953,625	1,098,868	-	-	-	-	-

City of Decatur **Period Ending: July 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
44 2018 Project	2019	8,302,118	8,157,047	8,156,028	8,005,691	8,030,861	7,840,396	7,620,196	7,378,090	7,422,472	6,747,802	6,747,710	6,343,397
	2020	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
	2021	5,400,299	5,390,508	4,967,657	4,739,770	3,981,357	3,951,389	3,627,985	-	-	-	-	-
45 Capital	2019	800,390	918,593	529,457	230,139	230,585	222,079	255,217	295,835	853,957	871,870	867,488	655,457
	2020	650,896	604,380	100,107	95,110	90,113	85,612	80,626	75,629	70,718	65,728	60,749	85,761
	2021	80,761	75,761	70,781	95,781	90,781	85,842	80,842	-	-	-	-	-
46 MFT	2019	1,535,917	1,605,343	1,691,937	1,790,003	1,880,347	2,059,890	2,118,186	1,884,455	2,036,387	2,134,759	1,807,708	1,727,301
	2020	1,997,793	1,611,088	1,912,952	1,031,878	2,051,705	2,151,198	2,740,584	3,526,414	3,474,512	3,370,794	2,852,383	1,274
	2021	(810,696)	(1,248,260)	(531,701)	(767,034)	393,260	640,275	591,346	-	-	-	-	-
47 Major Moves	2019	(25,208)	(45,513)	(39,015)	81,591	102,841	(32,459)	(119,019)	84,279	22,074	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
49 Fire Capital	2019	643,711	562,070	599,369	381,629	382,265	396,141	407,070	420,279	389,061	262,720	264,695	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
50 Debt	2019	1,059,523	116,000	131,360	141,413	157,611	106,612	1,132,526	869,733	1,559,115	1,576,328	1,591,702	1,385,237
	2020	1,417,335	184,845	217,265	248,430	279,596	201,583	841,070	1,159,062	1,269,915	2,058,349	2,134,004	1,340,180
	2021	1,411,681	170,655	204,754	239,134	273,514	214,028	984,872	-	-	-	-	-
58 Library Capital	2019	131,578	131,684	131,785	131,989	132,168	132,271	132,418	132,532	132,718	132,854	132,949	331,111
	2020	331,334	331,550	331,956	331,968	331,979	332,435	332,456	332,468	332,816	332,855	332,948	332,995
	2021	332,995	332,995	333,087	333,087	333,087	333,323	333,323	-	-	-	-	-
59 Library Trust	2019	225,402	223,863	222,919	220,601	217,477	214,552	212,568	209,433	209,190	206,337	204,678	202,575
	2020	200,783	199,199	196,557	193,563	185,957	183,861	181,801	180,238	177,478	173,694	170,311	166,919
	2021	165,705	161,597	159,149	155,493	152,841	150,620	147,930	-	-	-	-	-
60 Fleet Maintenance	2019	213,971	184,667	196,282	206,134	198,180	225,521	226,064	232,729	251,186	204,367	172,085	113,378
	2020	221,030	270,480	294,439	317,620	346,245	373,752	414,823	444,682	447,115	422,377	457,409	149,308
	2021	233,284	233,908	245,915	257,942	316,195	364,187	357,899	-	-	-	-	-
61 Equip Replacement	2019	488,678	452,993	454,271	455,317	448,571	449,035	452,062	417,127	418,153	418,917	409,554	1,077,196
	2020	1,044,229	897,469	895,719	792,200	780,592	653,270	617,723	456,886	284,519	228,202	530,475	1,491,081
	2021	1,489,266	330,297	326,848	204,042	196,678	1,293,637	1,177,102	-	-	-	-	-
64 Risk Management	2019	1,702,788	1,922,596	1,752,591	1,838,678	1,917,757	2,021,936	2,046,423	2,192,629	2,356,018	1,799,730	1,930,972	2,003,152
	2020	2,114,005	2,213,817	2,043,659	2,175,457	2,227,499	2,290,856	2,427,958	2,482,665	2,553,145	2,020,135	2,187,222	2,388,311
	2021	2,546,775	2,719,222	2,646,839	2,711,471	2,666,960	2,378,416	2,268,115	-	-	-	-	-
65 Employee Benefit	2019	2,110,106	2,076,069	2,045,004	2,099,670	2,354,275	2,343,750	2,337,447	2,281,313	2,241,833	2,675,476	2,547,603	2,521,938
	2020	2,488,079	2,594,310	2,462,144	2,901,018	2,932,384	2,987,005	3,037,226	3,051,352	2,877,168	3,150,805	3,055,402	2,925,999
	2021	2,594,522	2,489,930	2,309,608	2,049,226	1,656,575	1,414,059	1,256,464	-	-	-	-	-

City of Decatur **Period Ending: July 2021**

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
70 Mass Transit	2019	(891,591)	(1,350,190)	(593,324)	1,258,830	1,198,391	601,778	309,071	(166,204)	367,670	1,073,023	613,608	1,487,977
	2020	(434,009)	(51,268)	1,526,744	926,177	826,072	(194,443)	(911,444)	293,856	1,201,202	919,855	819,142	239,502
	2021	110,833	(622,178)	260,658	1,306,276	1,539,990	(168,998)	(810,268)	-	-	-	-	-
77 Fiber Optics	2019	391,752	370,408	122,660	120,843	118,970	116,962	115,016	114,347	111,958	110,423	108,401	115,171
	2020	116,598	112,837	112,676	110,130	108,913	107,781	108,350	107,134	101,359	101,481	98,194	88,478
	2021	84,758	85,349	82,648	82,778	82,008	78,928	99,587	-	-	-	-	-
78 Storm Water	2019	2,129,964	2,335,028	2,381,775	2,485,453	2,416,662	2,464,739	2,648,123	2,674,389	2,738,154	2,776,967	2,558,848	2,613,438
	2020	2,681,840	2,733,496	2,788,874	2,886,450	2,854,796	2,917,339	2,883,026	2,936,827	2,877,204	2,953,393	2,917,053	3,043,827
	2021	3,096,740	2,923,826	2,956,930	3,020,392	3,002,030	3,051,218	3,100,740	-	-	-	-	-
79 Sewer	2019	7,292,114	7,200,684	7,270,972	7,335,872	7,624,827	7,882,365	8,069,981	8,403,829	8,147,549	8,304,295	8,479,203	8,684,892
	2020	9,435,199	9,854,338	10,430,379	9,901,401	8,997,995	9,972,040	10,149,063	10,331,199	10,290,821	10,251,807	10,356,619	10,261,602
	2021	10,148,807	9,868,811	9,473,457	9,445,910	9,665,150	9,582,488	9,782,240	-	-	-	-	-
80 Water	2019	6,775,922	817,902	1,881,502	3,195,760	3,755,576	3,694,713	4,003,055	3,278,286	4,115,589	5,522,697	5,976,079	4,889,501
	2020	6,183,302	392,615	1,635,164	2,773,183	3,287,119	4,038,371	5,795,053	3,116,473	4,759,870	6,144,172	6,340,565	5,136,178
	2021	6,409,824	412,243	1,826,521	3,190,202	4,310,991	5,411,941	6,964,231	-	-	-	-	-
81 Water Capital	2019	2,950,244	2,888,378	3,775,594	3,400,297	2,884,905	3,786,299	3,999,546	3,531,661	3,570,397	2,984,062	2,563,282	2,710,252
	2020	2,677,432	2,350,762	3,324,468	3,319,235	2,877,849	2,371,843	2,040,796	3,661,530	3,381,638	3,031,456	3,180,376	2,796,525
	2021	2,778,544	2,675,054	2,554,943	2,178,532	2,154,549	1,971,062	1,960,865	-	-	-	-	-
82 DCDF	2019	131,969	129,281	131,594	132,607	135,137	131,653	132,146	134,771	134,914	136,313	137,692	138,586
	2020	141,107	138,450	139,565	140,837	142,110	138,158	139,057	140,376	141,542	142,810	144,033	145,301
	2021	146,231	144,614	145,769	147,037	148,225	145,635	146,375	-	-	-	-	-
83 Neighborhood	2019	2,009	2,011	2,012	1,690	1,694	1,696	(4,214)	(6,993)	-	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-
84 Community Revit	2019	1,329,124	1,206,328	1,145,623	1,243,899	1,221,748	1,147,888	1,149,280	1,150,470	1,126,741	1,120,591	999,942	715,742
	2020	638,819	593,916	608,959	1,740,524	1,731,620	1,732,620	1,728,016	1,696,405	1,696,863	1,604,932	1,548,059	1,548,290
	2021	1,548,290	1,547,940	1,527,973	1,519,723	1,557,767	1,562,574	1,580,435	-	-	-	-	-
85 Grants	2020	-	-	-	-	-	-	-	-	(266,691)	(516,476)	(135,746)	1,062
	2021	(1,177,714)	(958,066)	(482,811)	(328,577)	(345,292)	(661,172)	(666,961)					
86 Water Debt	2019	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2020	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	10,653,000
	2021	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	-	-	-	-	-
88 Recycling	2019	94,548	95,743	95,507	97,521	111,039	109,420	112,483	108,131	112,370	119,032	115,518	121,100
	2020	132,535	124,096	127,553	133,873	133,845	130,340	131,197	184,449	140,721	135,491	133,122	143,806
	2021	137,176	134,713	150,796	151,861	148,386	153,430	152,667	-	-	-	-	-

City of Decatur ***Period Ending: July 2021***

Monthly Fund Balance History

Fund	Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
89 Water Bond	2019	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906
	2020	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329
	2021	217,329	217,329	217,329	217,329	217,329	217,329	217,329	-	-	-	-	-
99 American Rescue Plan	2021	-	-	-	-	-	16,911,068	16,911,068	-	-	-	-	-
	2019	**71,625,155**	**59,812,694**	**61,218,592**	**63,230,675**	**64,266,864**	**64,359,002**	**68,538,740**	**67,028,169**	**71,330,387**	**71,352,234**	**70,470,032**	**66,010,661**
	2020	**66,326,394**	**59,328,263**	**63,339,447**	**61,986,652**	**61,943,064**	**61,300,804**	**64,629,544**	**67,936,933**	**69,412,081**	**71,262,473**	**72,179,232**	**63,053,790**
Total City Funds	**2021**	**65,121,665**	**54,911,485**	**60,455,485**	**60,836,641**	**64,191,851**	**81,644,307**	**86,725,388**	**-**	**-**	**-**	**-**	**-**
	2019	70,923,905	70,560,268	70,330,145	69,862,562	69,399,940	69,470,831	71,589,079	71,156,026	72,615,714	72,215,728	71,818,849	73,065,526
	2020	72,608,249	72,352,094	71,847,284	71,298,290	71,344,251	70,970,136	71,958,243	72,722,435	72,846,290	74,697,841	74,344,841	75,015,244
90 Fire Pension	2021	74,468,832	73,985,673	73,653,661	73,198,390	72,777,449	76,599,900	76,599,900	-	-	-	-	-
	2019	97,129,427	96,716,696	96,607,488	96,236,493	95,815,176	95,812,807	97,846,481	97,377,885	98,858,178	98,463,934	98,020,333	99,882,195
	2020	99,514,419	99,142,676	99,134,621	98,527,668	98,290,046	98,099,077	98,907,965	99,660,914	99,645,370	100,818,835	100,839,635	102,360,461
91 Police Pension	2021	102,188,690	102,804,193	102,835,309	102,709,816	102,659,205	105,288,247	105,288,247	-	-	-	-	-
	2019	**239,678,487**	**227,089,657**	**228,156,224**	**229,329,730**	**229,481,980**	**229,642,640**	**237,974,300**	**235,562,080**	**242,804,279**	**242,031,895**	**240,309,214**	**238,958,382**
	2020	**238,449,062**	**230,823,033**	**234,321,351**	**231,812,610**	**231,577,361**	**230,370,017**	**235,495,752**	**240,320,281**	**241,903,741**	**246,779,149**	**247,363,707**	**240,429,495**
Total All Funds	**2021**	**241,779,187**	**231,701,351**	**236,944,455**	**236,744,847**	**239,628,504**	**263,532,454**	**268,613,536**	**-**	**-**	**-**	**-**	**-**

City of Decatur **Month of: July, 2021**

Treasurer's Investment Report

Water Bond

Account # 8051000933

Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	0.00	0.00	0.00	

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00	ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00	ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00	ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00	ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00	ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00	ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	0.00	0.00	0.00	ok
US Treasury Bond	06/15/18	1.12500%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00	ok
US Treasury Bond	10/15/18	0.87500%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	0.00	0.00	0.00	ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	0.00	0.00	0.00	ok
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	0.00	0.00	0.00	ok
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	0.00	0.00	0.00	ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	0.00	0.00	0.00	ok
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	0.00	0.00	0.00	ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	11,993.82	0.00	11,993.82	6,875.00	0.00	0.00	ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	41,024.59	0.00	41,024.59	10,312.50	0.00	0.00	ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	42,918.03	0.00	42,918.03	11,000.00	0.00	0.00	ok
US Cash Management Bill Zero	09/01/20	0.00000%	0.00	0.00	0.00	0.00	541.55	0.00	541.55	541.55	0.00	0.00	ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	47,001.20	0.00	47,001.20	24,062.50	0.00	0.00	ok
US Treasury Bond	12/31/20	1.75000%	0.00	0.00	0.00	0.00	14,471.15	0.00	14,471.15	14,471.15	0.00	0.00	ok
US Treasury Bond	06/30/21	1.12500%	0.00	0.00	0.00	0.00	33,658.29	0.00	33,658.29	16,875.00	8,437.50	0.00	ok
US Treasury Bond	08/31/21	1.12500%	1,600,000.00	1,615,625.00	0.00	1,615,625.00	16,433.16	7,532.61	8,900.55	0.00	8,900.55	18,000.00	ok
US Treasury Bond	09/30/21	1.12500%	1,000,000.00	989,203.38	952.87	990,156.25	19,702.87	3,780.74	16,875.00	11,250.00	5,625.00	11,250.00	ok
US Treasury Bond	11/30/21	1.50000%	2,225,000.00	2,220,567.38	0.00	2,220,567.38	55,442.61	5,653.68	49,788.93	33,101.43	16,687.50	33,375.00	ok
US Treasury Bond	03/31/22	0.37500%	1,500,000.00	1,504,453.13	0.00	1,504,453.13	7,515.38	1,890.38	5,625.00	2,812.50	2,812.50	5,625.00	ok
US Treasury Bond	08/31/22	0.12500%	1,750,000.00	1,750,000.00	0.00	1,750,000.00	1,827.89	915.43	912.46	0.00	912.46	2,187.50	ok
US Treasury Bond	11/30/22	0.12500%	1,000,000.00	1,000,010.73	0.00	1,000,010.73	730.24	211.70	518.54	0.00	518.54	1,250.00	ok
US Treasury Bond	06/15/24	0.25000%	1,500,000.00	1,490,529.90	153.69	1,490,683.59	327.81	481.50	0.00	0.00	0.00	3,750.00	ok
Federated US Treasury Cash Reserves	Liquid		165,983.76	165,983.76	0.00	165,983.76	21,655.92	0.72	21,655.20	609.64	44.60	6.10	ok
Total Investment(s)			10,740,983.76	10,736,373.28	1,106.56	10,737,479.84	625,540.43	20,466.76	606,180.23	131,911.27	43,938.65	75,443.60	

Fire Capital Bond

Account # 1001006774

Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income	
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	0.00	0.00	0.00	ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	0.00	0.00	0.00	ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	0.00	0.00	0.00	ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	0.00	0.00	0.00	ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	0.00	0.00	0.00	ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	0.00	0.00	0.00	ok
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	0.00	0.00	0.00	ok
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	0.00	0.00	0.00	ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	0.00	0.00	0.00	ok
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	0.00	0.00	0.00	ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	21,708.56	0.00	21,708.56	6,875.00	0.00	0.00	ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	7,851.78	0.00	7,851.78	7,851.78	0.00	0.00	ok
US Treasury Bond	04/30/20	1.12500%	0.00	0.00	0.00	0.00	5,625.00	0.00	5,625.00	5,625.00	0.00	0.00	ok
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	25,133.20	0.00	25,133.20	6,875.00	0.00	0.00	ok
US Treasury Bond	08/31/20	1.37500%	0.00	0.00	0.00	0.00	21,437.67	0.00	21,437.67	10,312.50	0.00	0.00	ok
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	11,345.63	0.00	11,345.63	11,345.63	0.00	0.00	ok
US Treasury Bill Zero	11/27/20	0.00000%	0.00	0.00	0.00	0.00	800.01	0.00	800.01	800.01	0.00	0.00	ok
US Treasury Bond	03/31/21	1.25000%	0.00	0.00	0.00	0.00	5,430.33	0.00	5,430.33	4,687.50	742.83	0.00	ok
US Treasury Bond	05/31/21	1.37500%	0.00	(0.00)	0.00	(0.00)	9,166.67	0.00	9,166.67	6,875.00	2,291.67	0.00	ok
US Treasury Bond	08/31/21	1.12500%	985,000.00	987,226.34	2,785.62	990,011.96	7,392.27	4,637.26	5,540.63	0.00	5,540.63	11,081.25	ok
US Treasury Bill Zero	09/30/21	0.00000%	750,000.00	749,848.33	0.00	749,848.33	93.56	93.56	0.00	0.00	0.00	0.00	ok
US Treasury Bill Zero	11/26/21	0.00000%	1,000,000.00	999,843.16	0.00	999,843.16	0.00	0.00	0.00	0.00	0.00	0.00	ok
Federated US Treasury Cash Reserves	Liquid		31,366.41	31,366.41	0.00	31,366.41	8,688.28	0.12	8,688.16	3,386.88	114.33	1.06	ok
Total Investment(s)			2,766,366.41	2,768,284.24	2,785.62	2,771,069.86	183,556.19	4,730.94	181,610.87	64,634.30	8,689.46	11,082.31	

GRAND TOTALS:			13,507,350.17	13,504,657.52	3,892.18	13,508,549.70	1,101,999.01	25,197.70	1,080,693.49	196,545.57	52,628.11	86,525.91	

City of Decatur
Debt Schedule

Period Ending: **2021 In process**
date of update: **July 12, 2021**

home | debt liquidated | gz approved

	Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s) 1st	Payment(s) 2nd	Debt (Orig/ Refi) Issue	Debt at 1/1/2021	New Draws in 2021	FY21 Principal Payments	FY21 Interest Payments	Debt at 12/31/2021	FY21 Total Debt Payments	
											input	input	input	input			
	Bond Debt																
Amort sch #																	
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000.00	990,000.00		235,000.00	39,600.00	755,000.00	274,600.00	ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000.00	3,560,000.00		670,000.00	76,743.75	2,890,000.00	746,743.75	ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000.00	8,125,000.00		1,465,000.00	362,425.00	6,660,000.00	1,827,425.00	ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000.00	18,870,000.00		995,000.00	858,337.50	17,875,000.00	1,853,337.50	ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000.00	19,095,000.00		935,000.00	802,675.00	18,160,000.00	1,737,675.00	ok
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000.00	19,605,000.00		850,000.00	869,506.26	18,755,000.00	1,719,506.26	ok
48	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	6,275,000.00	3,500,000.00		995,000.00	140,000.00	2,505,000.00	1,135,000.00	ok
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018		2038	80/50	80/TL	3/1	9/1	25,810,000.00	24,180,000.00		875,000.00	1,173,700.00	23,305,000.00	2,048,700.00	ok
53	2019 Bonds	Refunding of 2010A GO Bonds	2019		2030	50	Tax Levy +	6/15	12/15	6,720,000.00	6,500,000.00		655,000.00	169,033.00	5,845,000.00	824,033.00	ok
54	2019B Bonds	Library Projects / Police Radio refund	2019		2034	34/50	34/10	6/15	12/15	2,300,000.00	2,100,000.00		200,000.00	48,510.00	1,900,000.00	248,510.00	ok
57	2020 Bonds	Refunding of 2010B GO Bonds	2020		2030	80/19	80/19	6/15	12/15	18,050,000.00	18,050,000.00		1,675,000.00	379,050.00	16,375,000.00	2,054,050.00	ok
	xxx																xx
	Total Bond Debt									156,770,000.00	124,575,000.00	-	9,550,000.00	4,919,580.51	115,025,000.00	14,469,580.51	
	Promissory Notes & Loans Payable																
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169.35	591,042.43		470,580.89	13,776.83	120,461.54	484,357.72	ok
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328.01	3,978,486.35		361,680.58	-	3,616,805.77	361,680.58	ok
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	4/16	10/16	7,589,672.70	5,615,999.43		353,001.83	106,693.73	5,262,997.60	459,695.56	ok
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,939.77	132,920.97		65,704.85	3,057.18	67,216.12	68,762.03	ok
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218.21	1,712,994.59		99,019.31	33,682.83	1,613,975.28	132,702.14	ok
35	First Mid Bank & Trust (Soy Cap)	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000.00	292,486.61		152,742.13	8,257.87	139,744.48	161,000.00	ok
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000.00	3,214,285.76		1,071,428.56	85,203.13	2,142,857.20	1,156,631.69	ok
44	Busey Bank	Public Works Heavy Equipment (26530)	2017		2022	61	61	Qtry	Qtry	180,624.00	66,568.85		37,577.03	1,708.61	28,991.82	39,285.64	ok
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016		2038	79	79	3/17	9/17	8,540,318.96	7,630,987.21		376,217.06	131,903.50	7,254,770.15	508,120.56	ok
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017		2038	78	78	5/21	11/21	3,581,182.00	3,293,653.69		162,381.18	56,931.62	3,131,272.51	219,312.80	ok
51	Busey Bank	Police Vehicles - Interceptor (6) (26535)	2019		2021	33	33	Qtry	Qtry	261,460.00	66,832.57		66,832.57	703.53	-	67,536.10	ok
52	HUD Section 108	Wabash Crossing	2019		2022	18	18	2/1	8/1	810,000.00	415,000.00		205,000.00	10,617.20	210,000.00	215,617.20	ok
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019		2040	79	79	1/23	7/23	4,647,112.64	4,647,112.64		180,775.96	86,956.25	4,466,336.68	267,732.21	ok
56	Regions 2020 Promissory Note	Johnson Controls Initiative refund of 2013	2020		2028	various	80/10/60/70	2/15	8/15	13,417,000.00	13,046,000.00		1,373,000.00	247,767.00	11,673,000.00	1,620,767.00	ok
58	Regions 2021 Vehicle Note	Fire Apparatus / Police & Fire Interceptors	2021		2028	61	10	1/15 5/21	7/15 11/21	1,600,842.22	-	1,600,842.22	112,179.47	1,300.41	1,488,662.75	113,479.88	ok
	xxx																xx
	Total Notes & Loans Payable									65,905,867.86	44,704,371.10	1,600,842.22	5,088,121.42	788,559.69	41,217,091.90	5,876,681.11	
	Capital Leases																
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560.24	74,314.19		74,314.19	4,089.07	-	78,403.26	ok
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017		2023	49	49	3/1		428,380.00	221,841.03		72,192.45	5,348.59	149,648.58	77,541.04	ok
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	2018		2024	61	61	3/2	9/2	331,508.00	196,077.36		46,592.21	6,213.01	149,485.15	52,805.22	ok
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	xxx										-				-		xx
	Total Capital Leases									1,111,448.24	492,232.58	-	193,098.85	15,650.67	299,133.73	208,749.52	
	Total City Debt									223,787,316.10	169,771,603.68	1,600,842.22	14,831,220.27	5,723,790.87	156,541,225.63	20,555,011.14	
												debt in period					

Note(s)
1
2
3

City of Decatur home **Month of:** **July 2021**

Water Bond Issue - Status of Water Bond Fund 89

Bond Issuance	2018
Par Value of Bonds	16,210,000
Premium	1,561,921
Total Source of Funds	17,771,921
Total Use of Funds	17,771,921
Underwriter's Discount	113,470
Bond Insurance	51,964
Closing Costs	84,636
Bond Proceeds	17,521,851

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

The Lake Decatur Dredging initiative is a $90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase IV of the Lake Decatur Dreding Project.

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							17,521,851	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	
Revenues													
Interest Income							-	1,704	185	20,837	22,523	37,695	82,943
Expenditures													
Dredging - Great Lakes Dredge							-	2,270,480	-	1,315,112	1,218,447	1,041,863	5,845,901
Dredging - Chastain & Assoc							-	-	8,829	11,036	14,814	8,677	43,356
Total Expenditures							-	2,270,480	8,829	1,326,148	1,233,260	1,050,540	5,889,257
Ending cash available							17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538	

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	11,715,538	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	
Revenues													
Interest Income	17,893	2,679	1,012	31,104	2,271	3,168	3,264	3,038	3,015	2,904	2,508	1,370	74,229
Expenditures													
Dredging - Great Lakes Dredge	2,811,807	4,749,324	-	549,649	-	105,948	-	-	-	2,716	-	3,165,438	11,384,881
Dredging - Chastain & Assoc	9,799	-	-	22,132	-	2,048	-	-	-	-	-	-	33,979
Total Expenditures	2,821,606	4,749,324	-	571,781	-	107,996	-	-	-	2,716	-	3,165,438	11,418,861
Ending cash available	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906	

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	370,906	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	
Revenues													
Interest Income	249	242	138	13	13	14	13	12	-	-	-		693
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	-	-	-	24,441	129,829	-	-		154,270
Dredging - Chastain & Assoc	-	-	-	-	-	-	-	-	-	-	-		-
Total Expenditures	-	-	-	-	-	-	-	24,441	129,829	-	-	-	154,270
Ending cash available	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329	

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	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	
Revenues													
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	-	-	-	-	-	-	-	-	-
Dredging - Chastain & Assoc	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	

City of Decatur home **Month of: July 2021**

Fire Station New Construction - Status of 2018 Project Fund 44

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**	**Fire 3**	**Fire 5**	**Fire 7**	**Total**
Proceeds available to spend							8,682,147	8,513,450	8,487,932	8,487,629	8,439,674	8,383,973					
Revenues																	
Interest Income							-	-	-	-	-	30,183	30,183				
Expenditures																	
Fire Station 3							-	-	-	-	-	8,190	8,190	8,190			
Fire Station 5							168,697	25,518	-	47,955	55,701	26,885	324,756		324,756		
Fire Station 7							-	-	303	-	-	-	303			303	
Total Expenditures							168,697	25,518	303	47,955	55,701	35,075	333,249	8,190	324,756	303	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**	**Fire 3**	**Fire 5**	**Fire 7**	**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																	
Interest 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	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		2,170,248		
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	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	19,000	2,170,248	500	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**	**Fire 3**	**Fire 5**	**Fire 7**	**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																	
Interest 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	262,892			
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-		102	10,209	-	-	-	421,289		421,289		
Fire Station 7	-	-		100	-	-		500	655	-	-	79,785	81,040			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	262,892	421,289	81,040	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**	**Fire 3**	**Fire 5**	**Fire 7**	**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	3,474,304	3,474,304	3,474,304	3,474,304					
Revenues																	
Interest Income	108	1	(571)	2	1	(3,129)	1	-	-	-	-	-	(3,588)				
Expenditures																	
Tax & Insurance Payments	-	-	-	-	-	-	(1,617)										
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	-	-	-	-	1,906,591	1,906,591			
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136		140,136		
Fire Station 7	-	-	-	500	181,745	2,071	(454)	-	-	-	-	-	183,862			183,862	
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	153,680	-	-	-	-	2,228,972	1,906,591	140,136	183,862	2,230,589
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,474,304	3,474,304	3,474,304	3,474,304	3,474,304		2,196,673	3,056,430	265,705	5,518,808

note 1 final number construction costs excludes $600.00 earnest payment for property acquisition in 2017
note 2 construction costs per council approved design, project management and construction contracts
note 3 construction costs available for fire station 7

	Construction cost		*3,340,733*	*3,056,430*	*2,594,333*	*8,991,496*
			note 2	*note 1*	*note 3*	
Reconciliation	*Bond proceeds*	*8,682,147*				
	Interest income	*309,349*				
	Total available for spend	*8,991,496*	*1,144,060*	*0*	*2,328,628*	*3,472,688*

City of Decatur **Period Ending: July 2021**

City Treasurer's Financial Report

General Fund Summary

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	Budget
REVENUE														
Actual	5,483,473	4,536,224	7,650,306	5,618,265	5,996,114	6,049,624	11,368,240	-	-	-	-	-	46,702,245	
Budget Projection	4,814,216	5,121,402	4,926,623	4,720,911	4,979,196	10,109,189	5,043,985						39,715,522	70,300,000
Vs budget in month	669,257	(585,178)	2,723,683	897,354	1,016,918	(4,059,565)	6,324,255	-	-	-	-	-		
Vs budget to date	669,257	84,079	2,807,762	3,705,116	4,722,034	662,469	6,986,723	-	-	-	-	-	6,986,723	
EXPENSE														
Personnel Expense														
Actual	3,202,188	3,143,851	3,155,840	4,721,955	3,033,668	3,323,708	8,584,851						29,166,062	
Budget Projection	3,289,056	3,339,068	3,359,068	4,934,883	3,409,069	8,608,069	3,488,069						30,427,282	53,411,446
Vs budget in month	(86,868)	(195,217)	(203,228)	(212,928)	(375,401)	(5,284,361)	5,096,782	-	-	-	-	-		75%
Vs budget to date	(86,868)	(282,085)	(485,314)	(698,241)	(1,073,642)	(6,358,002)	(1,261,220)	-	-	-	-	-	(1,261,220)	of GF Expense
Operating Expense														
Actual	1,391,107	1,131,276	848,880	1,580,458	1,227,427	1,042,917	1,367,018						8,589,083	
Budget Projection	1,433,524	1,203,707	972,450	1,497,902	1,428,025	1,656,716	1,545,114	-	-	-	-	-	9,737,438	17,788,554
Vs budget in month	(42,417)	(72,431)	(123,570)	82,556	(200,598)	(613,799)	(178,096)	-	-	-	-	-		25%
Vs budget to date	(42,417)	(114,848)	(238,418)	(155,862)	(356,460)	(970,259)	(1,148,355)	-	-	-	-	-	(1,148,355)	of GF Expense
TOTAL EXPENSE														
Actual	4,593,295	4,275,127	4,004,720	6,302,413	4,261,096	4,366,625	9,951,870	-	-	-	-	-	37,755,145	
Budget Projection	4,722,580	4,542,775	4,331,518	6,432,785	4,837,094	10,264,785	5,033,183	-	-	-	-	-	40,164,720	71,200,000
Vs budget in month	(129,285)	(267,648)	(326,798)	(130,372)	(575,998)	(5,898,160)	4,918,687	-	-	-	-	-		
Vs budget to date	(129,285)	(396,934)	(723,732)	(854,103)	(1,430,102)	(7,328,261)	(2,409,575)	-	-	-	-	-	(2,409,575)	
Surplus / (Deficit)														
Actual	890,178	261,097	3,645,586	(684,149)	1,735,019	1,682,998	1,416,370	-	-	-	-	-	8,947,100	
Budget Projection	91,636	578,627	595,105	(1,711,874)	142,102	(155,596)	10,802	-	-	-	-	-	(449,198)	(900,000)
Vs budget in month	798,542	(317,530)	3,050,481	1,027,725	1,592,917	1,838,594	1,405,568	-	-	-	-	-		
Vs budget to date	798,542	481,012	3,531,494	4,559,219	6,152,136	7,990,730	9,396,298	-	-	-	-	-	9,396,298	
Beginning Cash Balance	7,617,009	8,542,498	8,764,962	12,423,940	11,749,497	13,476,379	15,158,613	-	-	-	-	-		
Balance Sheet Adjustments	35,311	(38,633)	13,392	9,705	(8,137)	(764)	31,570	-	-	-	-	-		
Ending Cash Balance	8,542,498	8,764,962	12,423,940	11,749,497	13,476,379	15,158,613	16,606,553	-	-	-	-	-		

City of Decatur *Shaded revenues are not expected to receive revenue in given month.* **Period Ending: July 2021**

City Treasurer's Financial Report

Revenue Tracking Schedule

Div	Fund	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	Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	248,184	-	-	-	-	-	7,904,002	-	-	-	-	-	8,152,186	14,176,258	58%
var	REAL ESTATE TAX-TIF DISTRICTS	var	248,964	-	-	-	-	-	1,036,461	-	-	-	-	-	1,285,425	2,092,996	61%
	OTHER TAXES TOTAL		497,148	-	-	-	-	-	8,940,462	-	-	-	-	-	9,437,610	16,269,254	58%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	840,697	781,469	992,288	813,655	776,379	1,089,107	1,046,496	-	-	-	-	-	6,340,090	10,402,000	61%
var	STATE SALES TAX	var	936,318	882,140	1,115,773	909,469	864,919	1,167,398	1,082,746	-	-	-	-	-	6,958,763	11,663,000	60%
	OTHER TAXES TOTAL		1,777,015	1,663,609	2,108,061	1,723,124	1,641,297	2,256,505	2,129,242	-	-	-	-	-	13,298,853	22,065,000	60%
	GENERAL FUND																
LOCAL TAXES																	
301302	CABLE TV TAX	10	115,677	248,600	-	14,722	238,382	-	-	-	-	-	-	-	617,380	953,000	65%
301203	FOOD & BEVERAGE TAX	10	259,733	237,003	251,710	316,741	302,025	314,701	295,357	-	-	-	-	-	1,977,270	3,150,000	63%
301204	HOTEL AND MOTEL TAX	10	45,696	38,938	46,068	61,645	64,188	80,612	82,463	-	-	-	-	-	419,610	650,000	65%
301106	MOBILE HOME PRIVELEGE TAX	10	14,573	-	-	-	-	-	-	-	-	-	-	-	14,573	15,000	97%
301103	PROPERTY TAX	10	159,193	-	-	-	-	-	5,547,119	-	-	-	-	-	5,706,311	9,950,000	57%
301202	TELEPHONE UTILITY TAX	10	585,430	105,214	97,810	91,598	97,948	129,008	101,474	-	-	-	-	-	1,208,483	1,304,000	93%
301209	UTILITY TAX - ELECTRIC & GAS	10	387,338	-	964,355	406,775	369,203	348,848	338,442	-	-	-	-	-	2,814,961	4,376,000	64%
	Sub Total		1,567,641	629,755	1,359,942	891,480	1,071,746	873,169	6,364,856	-	-	-	-	-	12,758,589	20,398,000	63%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,317	2,015	2,732	2,959	2,350	3,846	4,111	-	-	-	-	-	21,330	33,000	65%
302121	CANNABIS TAX	10	8,415	6,777	6,681	8,626	8,722	10,121	8,921	-	-	-	-	-	58,262	84,000	69%
301205	LOCAL SALES TAX	10	826,777	767,719	978,537	799,924	763,390	1,089,107	1,032,747	-	-	-	-	-	6,258,201	10,237,000	61%
301206	AVIATION FUEL TAX	10	367	433	679	400	316	384	637	-	-	-	-	-	3,217	-	-
301207	LOCAL USE TAX	10	301,148	320,911	452,845	222,022	197,971	253,092	229,947	-	-	-	-	-	1,977,936	3,350,000	59%
302105	STATE INCOME TAX	10	807,110	853,298	588,089	937,702	1,280,911	1,123,868	1,008,212	-	-	-	-	-	6,599,190	8,203,000	80%
302104	STATE REPLACEMENT TAX	10	184,199	2,083	74,147	315,913	402,595	8,047	293,367	-	-	-	-	-	1,280,349	901,080	142%
301201	STATE SALES TAX	10	924,218	870,248	1,103,765	897,078	858,948	1,167,398	1,070,750	-	-	-	-	-	6,892,406	11,519,000	60%
301210	VIDEO GAMING TAX	10	85,531	-	85,407	176,056	257,275	244,343	223,954	-	-	-	-	-	1,072,566	1,320,000	81%
	Sub Total		3,141,082	2,823,484	3,292,881	3,360,680	3,772,477	3,900,207	3,872,645	-	-	-	-	-	24,163,455	35,647,080	68%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	3,660	-	-	-	-	-	218,739	-	-	-	-	-	222,399	424,000	52%
	Sub Total		3,660	-	-	-	-	-	218,739	-	-	-	-	-	222,399	424,000	52%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	147,438	147,438	147,438	147,438	147,438	147,438	147,438	-	-	-	-	-	1,032,066	1,769,256	58%
303608	RISK & EE BENEFIT SERVICES	10	14,745	14,745	14,745	14,745	14,745	14,745	14,745	-	-	-	-	-	103,215	176,940	58%
303621	ADMIN SERVICES	10	175,278	175,278	175,278	175,278	175,278	175,278	175,278	-	-	-	-	-	1,226,946	2,103,336	58%
303622	PUBLIC WORKS SERVICES	10	134,436	134,436	134,436	134,436	134,436	134,436	134,436	-	-	-	-	-	941,052	1,613,232	58%
303626	BLDG INSPECTION SERVICES	10	8,038	8,038	8,038	8,038	8,038	8,038	8,038	-	-	-	-	-	56,266	96,456	58%
303628	SEWER FUND-EPA	10	29,761	29,761	29,761	29,761	29,761	29,761	29,761	-	-	-	-	-	208,327	357,132	58%
306700	IT SERVICES	10	85,302	85,302	85,302	85,302	85,302	85,302	85,302	-	-	-	-	-	597,114	1,023,624	58%
306707	CDBG PERSONNEL/EXP REIMB	10	2,028	58,906	28,170	28,836	25,144	4,543	5,174	-	-	-	-	-	152,801	444,494	34%
306751	HOME PERSONNEL/EXP REIMB	10	-	5,653	4,995	6,753	5,585	2,370	4,836	-	-	-	-	-	30,193	103,496	29%
306753	DUATS PERSONNEL/EXP REIMB	10	-	-	40,557	-	-	29,682	-	-	-	-	-	-	70,239	196,218	36%
306762	COMMUNITY GRANTS EXP REIMB	10	-	-	-	-	-	-	879	-	-	-	-	-	879	-	-
303601	MFT REIMB-MSC/TRAF SIGNAL	10	33,483	22,137	17,778	45,399	35,064	35,634	36,381	-	-	-	-	-	225,877	500,000	45%
303606	WATER STREET CUTS	10	29,940	10,139	11,843	32,470	6,054	16,019	19,775	-	-	-	-	-	126,240	255,000	50%
	Sub Total	10	660,449	691,834	698,341	708,455	666,845	683,247	662,043	-	-	-	-	-	4,771,215	8,639,184	55%

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 2021

Div		Fund	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	Budget	% of Budget
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759	76,759	76,759	-	-	-	-	-	537,315	921,000	58%
303510	ELECTRIC AGGREGATION ADMIN	10	12,066	28,520	26,539	23,603	18,462	16,489	24,091	-	-	-	-	-	149,771	176,000	85%
	Sub Total		88,826	105,279	103,298	100,362	95,222	93,248	100,850	-	-	-	-	-	687,086	1,097,000	63%
Grants																	
302106	FEDERAL	10	-	-	-	271,091	-	24,300	-	-	-	-	-	-	295,391	474,330	62%
302114	POLICE OT REIMBURSEMENTS	10	16,994	4,155	12,189	875	4,765	4,447	2,296	-	-	-	-	-	45,722	120,000	38%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	1,392	-	-	-	-	-	1,392	275,000	1%
	Sub Total	10	16,994	4,155	12,189	271,966	4,765	28,747	3,688	-	-	-	-	-	342,505	869,330	39%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	400	1,575	1,720	385	2,215	420	675	-	-	-	-	-	7,390	8,000	92%
304302	GARBAGE HAULERS	10	-	-	-	-	-	-	400	-	-	-	-	-	400	27,000	1%
304303	CONTRACTOR LICENSES	10	5,050	1,825	1,600	375	150	150	775	-	-	-	-	-	9,925	25,000	40%
304304	LIQUOR LICENSES	10	3,989	-	2,459	2,018	194,556	312,435	-	-	-	-	-	-	515,457	526,000	98%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
304306	BOAT LICENSES	10	-	-	659	58,286	39,717	32,805	11,784	-	-	-	-	-	143,251	-	-
304307	OTHER LICENSES	10	(119,450)	203,260	37,625	7,105	1,628	8,356	1,836	-	-	-	-	-	140,360	159,000	88%
304401	BUILDING PERMITS	10	19,654	9,748	23,437	43,610	82,002	17,853	34,975	-	-	-	-	-	231,279	308,000	75%
304402	PIER PERMITS	10	-	-	-	49,804	25,943	8,560	983	-	-	-	-	-	85,290	-	-
303301	ON STREET PARKING	10	163	101	244	320	145	218	217	-	-	-	-	-	1,408	7,000	20%
303302	PARKING LOT 1	10	969	550	1,404	1,126	531	1,052	1,813	-	-	-	-	-	7,446	22,000	34%
303306	PARKING LOT 10	10	222	180	436	382	164	487	714	-	-	-	-	-	2,586	9,000	29%
303308	GARAGE C	10	2,375	5,038	2,086	2,031	2,180	2,410	19,611	-	-	-	-	-	35,730	73,000	49%
303310	RESIDENTIAL PARKING	10	840	240	120	600	120	1,020	180	-	-	-	-	-	3,120	4,000	78%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,010	1,333	2,205	1,260	1,605	2,073	1,343	-	-	-	-	-	11,828	26,000	45%
304490	ADMIN COURT FINES	10	2,729	3,152	1,832	4,540	3,360	13,683	13,639	-	-	-	-	-	42,935	88,000	49%
305500	ADMINISTRATIVE COURT FEES	10	1,033	1,035	1,470	3,222	1,448	3,545	3,665	-	-	-	-	-	15,418	36,000	43%
305501	COURT FINES	10	13,751	19,575	14,637	34,069	27,576	18,442	15,927	-	-	-	-	-	143,976	206,000	70%
305502	BOOT FEE	10	-	70	70	-	70	70	-	-	-	-	-	-	280	4,000	7%
305503	WEED CUTTING FEES	10	1,817	34	4,075	587	2,065	5,309	6,345	-	-	-	-	-	20,231	55,000	37%
305505	ILLEGAL USE OF VEHICLE	10	-	300	350	635	-	10,500	19,225	-	-	-	-	-	31,010	320,000	10%
305506	OVERTIME PARKING FEES	10	6,297	3,060	8,013	5,164	6,165	5,662	6,066	-	-	-	-	-	40,426	146,000	28%
305507	VARIANCE AND ZONING	10	-	440	400	525	50	915	290	-	-	-	-	-	2,620	12,000	22%
305513	OTHER FINES AND FEES	10	5,220	3,742	4,081	6,630	5,190	4,465	7,921	-	-	-	-	-	37,248	74,000	50%
305516	PET CITATIONS	10	1,289	7,145	3,758	3,815	8,692	4,820	5,192	-	-	-	-	-	34,711	67,000	52%
305517	DUCK BLIND FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
305520	TRASH & CLEAN UP FINES	10	3,123	2,704	4,728	2,546	3,020	7,599	7,755	-	-	-	-	-	31,474	36,000	87%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	118,600	0%
303415	PROFESSIONAL STANDARDS	10	370	-	-	2,055	-	-	-	-	-	-	-	-	2,425	5,700	43%
308801	RENTAL OF CITY PROPERTY	10	100	-	200	100	100	100	-	-	-	-	-	-	600	1,200	50%
308802	SALE OF CITY PROPERTY	10	350	11,050	2,000	3,006	2,153	806	(19,365)	-	-	-	-	-	-	80,000	0%
308803	SALE OF OTHER PROPERTY	10	-	73	-	-	-	1	-	-	-	-	-	-	74	10,000	1%
308807	DEMOLITION PAYMENTS	10	47,730	2,860	2,756	3,522	(56,868)	-	-	-	-	-	-	-	-	43,000	0%
308810	DAMAGE TO CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
308814	INVENTORY REIMBURSEMENTS	10	125	-	-	-	(1)	-	-	-	-	-	-	-	124	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	-	-	-	95	-	-	10	-	-	-	-	-	105	5,000	2%
308898	BANK RECONCILIATION ADJ	10	-	376	21,591	-	-	-	-	-	-	-	-	-	21,966	-	-
308899	MISCELLANEOUS INCOME	10	3,690	1,277	1,029	12,972	9,782	(5,744)	1,524	-	-	-	-	-	24,530	16,406	150%
310010	FIRE PROGRAMS	10	-	160	160	940	160	2,736	280	-	-	-	-	-	4,436	5,000	89%
305512	FIRE & BURGLAR ALARMS	10	300	300	700	100	300	1,200	1,000	-	-	-	-	-	3,900	4,000	98%
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	19,709	-	-	-	-	-	-	-	19,709	34,000	58%
305514	POLICE RECORDS	10	664	509	888	1,373	1,126	1,022	638	-	-	-	-	-	6,220	13,000	48%
302401	STATE ROUTE MAINTENANCE	10	-	-	96,353	32,118	-	-	-	-	-	-	-	-	128,470	131,000	98%
303405	SCHOOL DISTRICT REIMB	10	-	-	234,926	-	-	-	-	-	-	-	-	-	234,926	445,000	53%
	Sub Total		4,808	281,709	478,012	285,315	385,054	462,970	145,416	-	-	-	-	-	2,043,285	3,177,406	64%
Investment/Other Income																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	1,702,537	-	-	-	-	-	-	-	-	-	1,702,537	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	48,000	0%
307141	INVESTMENT INCOME	10	12	7	3,105	7	5	8,036	3	-	-	-	-	-	11,175	-	-
	Sub Total		12	7	1,705,643	7	5	8,036	3	-	-	-	-	-	1,713,712	48,000	3570%
	General Fund Total		**5,483,473**	**4,536,224**	**7,650,306**	**5,618,265**	**5,996,114**	**6,049,624**	**11,368,240**	**-**	**-**	**-**	**-**	**-**	**46,702,245**	**70,300,000**	66%

City of Decatur
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Period Ending: July 2021

Div	Fund	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	Budget	% of Budget
Other Funds																
various	COMMUNITY GRANT	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various	HOME PROGRAM	17	38,664	8,479	46,317	43,544	7,164	11,756	6,410	-	-	-	-	-	162,335	1,025,000	16%
various	CDBG	18	480,187	144,599	117,111	65,186	107,552	200,712	39,922	-	-	-	-	-	1,155,270	3,585,547	32%
various	OLDE TOWNE TIF	19	13,943	53,569	87	-	-	53	500,708	-	-	-	-	-	568,361	932,214	61%
various	SE PLAZA TIF	20	657	-	5	-	-	9	178,091	-	-	-	-	-	178,763	308,498	58%
various	WABASH CROSSING TIF	21	233,829	-	316	-	-	874	169,524	-	-	-	-	-	404,544	557,784	73%
various	DUATS	22	26,774	9,117	126,960	11,442	-	54,167	-	-	-	-	-	-	228,461	358,161	64%
various	EASTGATE TIF	23	17,990	17,380	17,568	21,007	17,500	17,724	60,611	-	-	-	-	-	169,780	320,131	53%
various	SOUTHSIDE TIF	24	68	-	28	-	-	73	43,418	-	-	-	-	-	43,587	43,510	100%
various	STATE DRUG ENFORCEMENT	25	22,800	34,486	186	2,637	11,984	9,349	1,908	-	-	-	-	-	83,349	103,500	81%
various	DUI COURT FINES	26	304,595	5,066	6,965	2,460	7,509	8,358	8,044	-	-	-	-	-	342,997	107,100	320%
various	POLICE PROGRAMS/LAB	27	90	100	53	190	90	135	121	-	-	-	-	-	778	1,800	43%
various	PINES SHOPPING CENTER TIF	28	2,890	2,849	2,858	2,149	2,833	2,875	39,392	-	-	-	-	-	55,845	104,223	54%
various	GRAND & OAKLAND TIF	29	5,606	5,413	5,461	5,413	(1,374)	5,489	70,462	-	-	-	-	-	96,471	190,247	51%
various	FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	-	744	16,508	-	-	-	-	-	17,252	85,200	20%
various	BUILDING FUND	34	47,917	47,917	47,969	47,917	49,115	49,289	49,115	-	-	-	-	-	339,239	884,583	38%
various	LIBRARY OPERATIONS	35	154,734	54,977	72,357	146,410	179,879	54,857	1,725,157	-	-	-	-	-	2,388,370	3,897,252	61%
various	BAND	36	2,191	1,053	1,075	1,053	1,053	1,122	37,423	-	-	-	-	-	44,970	96,556	47%
various	FOREIGN FIRE INSURANCE	37	1	1	1	1	1	1	1	-	-	-	-	-	8	145,500	0%
various	PEG PROJECTS	40	-	17,603	28	2,944	13,822	68	-	-	-	-	-	-	34,465	72,100	48%
various	LOCAL STREETS & ROADS	42	137,973	116,174	137,669	141,621	143,395	146,898	145,659	-	-	-	-	-	969,388	1,956,000	50%
various	2018 PROJECT FUND	44	108	1	(571)	2	1	(3,129)	1	-	-	-	-	-	(3,588)	-	-
various	CAPITAL STREET PROJECTS	45	-	-	20	-	-	61	-	-	-	-	-	-	80	30,000	0%
various	MFT PROJECTS	46	252,696	250,847	1,044,481	215,526	1,217,889	316,316	255,517	-	-	-	-	-	3,553,272	15,200,670	23%
various	DEBT SERVICE	50	71,501	34,380	34,584	34,380	34,380	34,931	770,844	-	-	-	-	-	1,015,000	2,550,118	40%
various	LIBRARY CAPITAL	58	-	-	92	-	-	236	-	-	-	-	-	-	328	252,200	0%
various	LIBRARY TRUST FUNDS	59	1,180	130	530	50	270	-	400	-	-	-	-	-	2,560	30,565	8%
various	FLEET MAINTENANCE	60	222,779	230,313	227,880	227,300	227,294	233,805	238,066	-	-	-	-	-	1,607,436	2,976,346	54%
various	EQUIPMENT REPLACEMENT	61	-	1,090	180	1,200	688	1,620,696	(1,240)	-	-	-	-	-	1,622,614	317,000	512%
various	RISK MANAGEMENT	64	253,373	253,373	254,092	253,373	253,373	255,063	253,373	-	-	-	-	-	1,776,021	3,050,436	58%
various	EMPLOYEE BENEFIT	65	815,639	676,352	740,513	1,026,897	714,846	739,428	751,849	-	-	-	-	-	5,465,524	9,986,220	55%
various	PUBLIC TRANSIT	70	522,083	1,243,780	2,031,917	1,296,450	367,957	25,595	9,810	-	-	-	-	-	5,497,592	12,638,492	43%
various	FIBER OPTICS	77	1,780	3,591	3,605	3,130	2,230	2,739	23,659	-	-	-	-	-	40,735	832,882	5%
various	STORMWATER PROJECTS	78	121,066	106,223	137,149	144,330	175,594	131,586	121,822	-	-	-	-	-	937,769	1,702,536	55%
various	SEWER PROJECTS	79	439,311	439,625	296,537	694,914	493,448	518,183	576,453	-	-	-	-	-	3,458,471	6,972,970	50%
various	WATER	80	2,441,369	2,476,775	2,538,014	2,650,444	2,502,563	2,747,759	2,750,468	-	-	-	-	-	18,107,393	31,292,592	58%
various	WATER CAPITAL	81	-	-	4,279	-	-	9,897	-	-	-	-	-	-	14,176	11,000,000	0%
various	DCDF	82	1,368	1,368	1,468	1,268	1,368	1,368	1,368	-	-	-	-	-	9,575	18,000	53%
various	COMMUNITY REVITALIZATION	84	-	-	446	-	59,218	6,938	23,451	-	-	-	-	-	90,053	5,000	1801%
various	GRANTS	85	-	266,153	2,183,694	163,499	1,984	11,266	16,710	-	-	-	-	-	2,643,305	3,028,500	87%
various	RECYCLING	88	54,865	46,471	73,227	55,121	55,150	63,507	56,518	-	-	-	-	-	404,860	688,900	59%
various	WATER BOND FUND	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
various	FIRE PENSION	90	223,109	321,104	437,822	320,775	387,803	674,478	4,677,050	-	-	-	-	-	7,042,141	10,761,548	65%
various	POLICE PENSION	91	582,951	1,426,634	821,317	677,676	908,155	1,177,888	3,031,554	-	-	-	-	-	8,626,175	12,032,191	72%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	16,911,068	-	-	-	-	-	-	16,911,068	16,911,068	100%
Grand Total Revenues			12,979,561	12,833,217	19,064,600	13,878,573	13,940,848	32,093,853	28,018,385	-	-	-	-	-	132,809,038	227,353,140	58%

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

Net Assessed Value $: 848,659,319 not certified
City Tax Rate: 1.70419% not certified

Assessed Value Year 2020
Pay Year 2021
Pending

note	Tax Levy Item	Fund	Net Assessed Value certified	input Tax Rate certified	input Tax Levy $ Amount ordinance	input Extension $ Amount certified	Billed $ Amount certified
	General Obligation Bond Debt	50	848,659,319	0.15879%	1,347,508.00	1,347,585.94	1,347,585.94
	General Purpose	10	848,659,319	0.00000%	-	0.01	0.01
	Fire Pension	10	848,659,319	0.61863%	5,250,000.00	5,250,060.41	5,250,060.41
	Police Pension	10	848,659,319	0.57739%	4,900,000.00	4,900,073.35	4,900,073.35
	City Library	35	848,659,319	0.34172%	2,900,000.00	2,900,038.22	2,900,038.22
	Municipal Band	36	848,659,319	0.00766%	65,000.00	65,007.29	65,007.29
	Public Transit	70					
	xxxxx	xx					
1	**Total City**		848,659,319	1.70419%	14,462,508.00	14,462,765.22	14,462,765.22
			ok	ok	ok	ok	ok

	TIF District (tax code district)		input AV Increment Value certified	input Tax Rate certified	AV Increment $ Amount	input Extension $ Amount certified	Billed $ Amount not certified
	ZTF3 Pines TIF (4062)	28	670,215	10.90983%	73,119.29	73,119.11	73,119.11
	ZTF4 SE Plaza TIF (9542)	20	3,276,598	9.50749%	311,522.33	311,522.34	311,522.34
	ZTF5 Olde Towne TIF (4555)	19	8,952,983	10.90983%	976,754.87	976,754.85	976,754.85
	ZTF6 Near North TIF (4455)	21	3,124,098	10.90983%	340,833.66	340,833.94	340,833.94
	ZTF8 Eastgate TIF (9543)	23	1,099,779	9.84577%	108,281.75	108,281.75	108,281.75
	ZTF0 Grand & Oakland (4062)	29	1,192,490	10.90983%	130,098.58	130,098.28	130,098.28
	ZTFA SS Redevelopment (xxxx)	24	417,802	10.87473%	45,434.84	45,434.84	45,434.84
2	**Redevelopment TIF**		18,733,965		1,986,045.32	1,986,045.11	1,986,045.11
			ok		ok	ok	ok
	Total Property Tax Levy				16,448,553.32	16,448,810.33	16,448,810.33

Note(s)

1 Data per City of Decatur 2020 Tax Levy - certification and extension dated April 30, 2021 certified April 30, 2021 received by City May 12, 2021

2 Data per Macon County - AV increment, Tax Rates, certification and extention dated April 30, 2021 received by City May 12, 2021

Prepared By:
Office of the City Treasurer

City of Decatur, Macon County home

Property Tax Levy

City and TIF Districts

Tax Collections

Assessed Value Year 2020

Pay Year 2021

Pending

Tax Levy Item	Fund	Billed $ Amount	99.0% Collection Rate	Expected Collection $ Amount	input Distribution 1 7/16/2021	input Distribution 2 07/xx/2021	input Distribution 3 08/xx/2021	input Distribution 4 09/xx/2021	input Distribution 5 10/xx/2021	input Distribution 6 11/xx/2021	input Distribution 7 12/xx/2021	Total Distribution	Expected Account Receivable $ Amount	Actual Collection Rate
GO Bond Debt	50	1,347,585.94	99.0%	1,334,110.00	736,464.05							736,464.05	597,645.95	54.7%
General Purpose	10	0.01	99.0%	-								-	-	0.0%
Fire Pension	10	5,250,060.41	99.0%	5,197,560.00	2,869,195.48							2,869,195.48	2,328,364.52	54.7%
Police Pension	10	4,900,073.35	99.0%	4,851,073.00	2,677,923.09							2,677,923.09	2,173,149.91	54.7%
City Library	35	2,900,038.22	99.0%	2,871,038.00	1,584,892.45							1,584,892.45	1,286,145.55	54.7%
Municipal Band	36	65,007.29	99.0%	64,357.00	35,526.57							35,526.57	28,830.43	54.7%
Mass Transit												-	-	
												-	-	
Total City		14,462,765.22		14,318,138.00	7,904,001.64	-	-	-	-	-	-	7,904,001.64	6,414,136.36	54.7%
											City Collection Rate:	54.7%		
ZTF3 Pines (4062)	28	73,119.11	100.0%	73,119.00	36,559.52							36,559.52	36,559.48	50.0%
ZTF4 SE Plaza (9542)	20	311,522.34	100.0%	311,522.00	178,091.35							178,091.35	133,430.65	57.2%
ZTF5 Olde Towne (4555)	19	976,754.85	98.0%	957,220.00	500,708.03							500,708.03	456,511.97	51.3%
ZTF6 Near North (4455)	21	340,833.94	100.0%	340,834.00	169,524.48							169,524.48	171,309.52	49.7%
ZTF8 Eastgate (9543)	23	108,281.75	100.0%	108,282.00	43,110.57							43,110.57	65,171.43	39.8%
ZTF0 Grand/Oakland (xxxx)	29	130,098.28	100.0%	130,098.00	65,049.09							65,049.09	65,048.91	50.0%
ZTFA Southside (xxxx)	24	45,434.84	100.0%	45,435.00	43,417.69							43,417.69	2,017.31	95.6%
Redevelopment TIF		1,986,045.11		1,966,510.00	1,036,460.73	-	-	-	-	-	-	1,036,460.73	930,049.27	52.2%
											City Collection Rate:	52.2%		
Total Property Tax Levy		16,448,810.33		16,284,648.00	8,940,462.37	-	-	-	-	-	-	8,940,462.37	7,344,185.63	54.4%
				City Collection Rate:	xx	xx	xx	xx	xx	xx	xx	54.4%		

Note(s)

1 Payment received 07/16/2021 from Macon County Treasurer with check distribution / checks 19233, 19263, 19272, 19350, 19376, 19378, 19403, 19404, dated July 16, 2021
2 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
3 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
4 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
5 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
6 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021
7 Payment received xx/xx/2021 from Macon County Treasurer with check distribution / checks xxxxx, dated month xx, 2021

Footnote (Not a part of City Tax Levy)		input Distribution 1 7/16/2021	input Distribution 2 07/xx/2021	input Distribution 3 08/xx/2021	input Distribution 4 09/xx/2021	input Distribution 5 10/xx/2021	input Distribution 6 11/xx/2021	input Distribution 7 12/xx/2021	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	218,738.65	-	-	-	-	-	-	218,738.65
Total County Distribution to Civil City		8,122,740.29	-	-	-	-	-	-	8,122,740.29
		xx	xx	xx	xx	xx	xx	xx	

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-					-	-
Distribution to City including TIF & Mobile Home		9,159,201.02	-	-	-	-	-	-	9,159,201.02
		xx	xx	xx	xx	xx	xx	xx	

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GO Bond Debt	50-43500-301103	736,464.05	ZTF3 Pines TIF (4062)	28-43281-301103	36,559.52
General Purpose	10-0231-301103	-	ZTF4 SE Plaza TIF (9542)	20-43200-301103	178,091.35
Fire Pension	10-0231-301103	2,869,195.48	ZTF5 Olde Towne TIF (4555)	19-45190-301103	500,708.03
Police Pension	10-0231-301103	2,677,923.09	ZTF6 Near North TIF (4455)	21-43210-301103	169,524.48
City Library	35-59350-301103	1,584,892.45	ZTF8 Eastgate TIF (9543)	23-43230-301103	43,110.57
Municipal Band	36-43360-301103	35,526.57	ZTF0 Grand & Oakland (xx)	29-43291-301103	65,049.09
			ZTFA SS Redevelopment (xx)	24-43241-301103	43,417.69

Prepared By:
Office of the City Treasurer

City of Decatur **Period Ending: July 2021**

City Treasurer's Financial Report

Grant Tracking Schedule

Grant ID	Div		Grant Name	State	Federal	In Budget	Status	Grant Amount
55	015	Executive	02-1439-17758 BICYCLE PLAN, STATEWIDE PLANNING & RESEARCH FUND		X	Y	PENDING	60,000
62	015	Executive	AJCYZ03066 IPHCA CENSUS GRANT (SUB RECIPIENT)	n/a	n/a	Y	ACTIVE	101,500
72	015	Executive	LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY (CURES) SUPPORT PROG		X	N	ACTIVE	3,140,263
74	017	Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	X		Y	ACTIVE	800,000
52	050	Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	279,297
53	050	Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,824
70	050	Planning & Sustainability	21-Pending TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	PENDING	286,839
71	050	Planning & Sustainability	21-Pending TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	PENDING	71,710
C2016	054	Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054	Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
C2018	054	Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,378,744
C2019	054	Neighborhood Outreach	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	554,004
CCV19	054	Neighborhood Outreach	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION		X	N	ACTIVE	834,287
H2016	054	Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054	Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
H2018	054	Neighborhood Outreach	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	444,741
H2019	054	Neighborhood Outreach	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	260,556
68	054	Neighborhood Outreach	SINGLE FAMILY LOAN PROGRAM	X		N	ACTIVE	470,000
J2020	065	Police	2020-VD-BX-0262 JUSTICE ASSISTANCE GRANT		X	N	ACTIVE	29,430
49	065	Police	AP-20-0069 STEP		X	Y	ACTIVE	125,742
63	065	Police	HS-21-00087, 04-02 2020 STEP		X	Y	ACTIVE	105,678
44	065	Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	28,400
54	065	Police	2019 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	15,099
66	065	Police	2020-VD-BX-0262 CORONAVIRUS (CARES) EMERGENCY SUPPLEMENTAL FUNDING		X	N	ACTIVE	99,423
59	070	Fire	EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	80,932
69	070	Fire	EMW-2019-FG-04351 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	271,091
09334	082	Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
09335	082	Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP		X	N	ACTIVE	25,000,000
09336	082	Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	X		N	ACTIVE	12,000,000
1406	082	Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
1507	082	Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
1706	082	Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES		X	N	ACTIVE	2,000,000
1722	082	Public Works	IEPA L17-5498 WATER POLLUTION CONTROL-MCKINLEY SEWER		X	Y	ACTIVE	5,911,143
1805	082	Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH		X	Y	ACTIVE	800,000
L2020	350	Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	PENDING	
61	350	Library	20-3031-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,900
F16-1	700	Mass Transit	IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-2	700	Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F20	700	Mass Transit	IL-2020-004-00 OPERATING ASSISTANCE		X	Y	ACTIVE	1,800,000
FC191	700	Mass Transit	IL-2019-010-00 BUS PROCUREMENT GRANT		X	N	ACTIVE	4,662,000
FC20	700	Mass Transit	IL-2020-010-01 PENDING FY20 CAPITAL		X	Y	ACTIVE	296,100
64	700	Mass Transit	IL-2020-022-01-00 CARES ACT GRANT - CAPITAL		X	N	ACTIVE	1,500,000
65	700	Mass Transit	IL-2020-022-02-00 CARES ACT GRANT - OPERATING		X	N	ACTIVE	3,000,000
S20	700	Mass Transit	OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	12,162,700
S21	700	Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	SUBMITTED	13,379,000
SC14	700	Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,000,000
SC20	700	Mass Transit	CAP-20-xxxx-ILL #pend CAPITAL GRANT	X		Y	SUBMITTED	1,140,000
50	700	Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS		X	Y	ACTIVE	60,000
51	700	Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS	X		Y	ACTIVE	15,000
73	803	Public Works Water	SECTION 319(H)-NONPOINT POLLUTION CONTROL FINANCIAL ASSISTANCE		X	N	SUBMITTED	150,000

Bold print indicates information updated from previous month's report

Total	*112,851,980*
Active	*97,514,431*

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	2,468	2,530	2,462	3,622	2,836	2,502	2,494	-	-	-	-	-	18,913	61,512	61,512	31%
015 EXECUTIVE	10	57,487	50,092	50,625	77,320	52,779	53,674	53,426	-	-	-	-	-	395,403	677,425	677,425	58%
016 HUMAN RESOURCES	10	39,245	40,261	38,854	56,839	39,028	39,875	40,052	-	-	-	-	-	294,154	573,079	573,079	51%
017 INFORMATION TECHNOLOGIES	10	187,045	84,113	151,462	174,774	257,611	118,523	91,971	-	-	-	-	-	1,065,498	1,861,444	1,861,444	57%
018 CITY CLERK	10	708	263	200	2,090	81	121	876	-	-	-	-	-	4,338	11,130	11,130	39%
020 LEGAL	10	74,674	74,053	74,758	91,342	70,820	76,438	70,621	-	-	-	-	-	532,706	935,916	935,916	57%
035 FINANCE	10	110,216	120,879	143,337	161,633	86,981	101,519	90,370	-	-	-	-	-	814,935	1,555,035	1,555,035	52%
037 PURCHASING	10	16,634	20,497	16,390	24,684	16,394	18,576	16,437	-	-	-	-	-	129,612	237,688	237,688	55%
038 CIVIC CENTER	10	24,508	16,750	11,704	18,764	11,340	33,929	21,510	-	-	-	-	-	138,505	222,934	222,934	62%
039 CITY GENERAL ADMINISTATIVE	10	367	287,477	116,300	-	226,477	9,976	3,818	-	-	-	-	-	644,415	2,948,187	2,948,187	22%
Sub Total		513,353	696,916	606,091	611,066	764,347	455,134	391,576	-	-	-	-	-	4,038,481	9,084,350	9,084,350	44%
Community & Economic Development Services																	
050 PLANNING & SUSTAINABILITY	10	52,199	42,578	43,354	65,347	43,085	46,964	47,924	-	-	-	-	-	341,451	684,523	684,523	50%
052 BUILDING INSPECTIONS	10	49,449	43,298	49,894	71,899	52,129	51,574	48,936	-	-	-	-	-	367,179	716,241	716,241	51%
053 NEIGHBORHOOD INSPECTIONS	10	53,740	48,731	36,435	104,901	102,993	135,269	117,496	-	-	-	-	-	599,565	1,151,447	1,151,447	52%
054 REVITALIZATION & HOUSING	10	27,626	26,372	27,044	40,318	28,057	30,754	23,382	-	-	-	-	-	203,553	487,716	487,716	42%
055 ECONOMIC DEVELOPMENT	10	5,612	75,157	5,000	106,723	5,192	35,031	5,000	-	-	-	-	-	237,715	585,800	585,800	41%
Sub Total		188,625	236,136	161,726	389,188	231,456	299,592	242,737	-	-	-	-	-	1,749,462	3,625,727	3,625,727	48%
Public Safety																	
065 POLICE	10	2,003,842	1,617,404	1,646,848	2,761,856	1,632,930	1,766,299	4,640,560	-	-	-	-	-	16,069,739	28,123,700	28,123,700	57%
070 FIRE	10	1,107,039	1,048,533	1,016,184	1,589,116	1,063,243	1,102,448	3,967,555	-	-	-	-	-	10,894,118	20,444,974	20,444,974	53%
Sub Total		3,110,881	2,665,937	2,663,031	4,350,971	2,696,173	2,868,748	8,608,115	-	-	-	-	-	26,963,856	48,568,674	48,568,674	56%
Public Works																	
080 PUBLIC WORKS ADMIN	10	155,205	49,376	24,727	41,113	29,779	28,400	31,009	-	-	-	-	-	359,610	571,063	571,063	63%
082 ENGINEERING	10	74,191	70,959	72,949	177,852	72,795	79,523	74,575	-	-	-	-	-	622,844	1,374,109	1,374,109	45%
083 MUNICIPAL SERVICES	10	373,387	358,639	336,913	438,955	313,617	337,296	323,335	-	-	-	-	-	2,482,141	4,885,782	4,885,782	51%
084 STREETS	10	56,761	82,890	89,062	71,649	82,205	79,849	89,754	-	-	-	-	-	552,171	1,059,245	1,059,245	52%
086 TRAFFIC & PARKING	10	90,062	84,902	10,804	153,613	33,997	177,878	161,296	-	-	-	-	-	712,551	1,400,907	1,400,907	51%
088 URBAN FORESTRY	10	30,831	29,371	39,418	68,006	36,727	40,206	29,472	-	-	-	-	-	274,030	630,143	630,143	43%
Sub Total		780,436	676,138	573,871	951,188	569,119	743,152	709,442	-	-	-	-	-	5,003,346	9,921,249	9,921,249	50%
General Fund Expenditure Total		4,593,295	4,275,127	4,004,720	6,302,413	4,261,096	4,366,625	9,951,870	-	-	-	-	-	37,755,145	71,200,000	71,200,000	53%
Community & Economic Development																	
16 COMMUNITY GRANT		-	-	-	-	-	720	924	-	-	-	-	-	1,644	-	-	-
17 HOME PROGRAM	17	34,687	7,555	45,257	42,442	6,565	38,390	5,608	-	-	-	-	-	180,504	1,025,000	1,025,000	18%
18 CDBG PROGRAM	18	29,584	109,158	161,757	65,186	101,704	211,095	252,346	-	-	-	-	-	930,830	3,585,547	3,585,547	26%
22 DUATS	22	9,117	7,266	121,426	11,782	1,670	50,012	175	-	-	-	-	-	201,449	358,161	358,161	56%
70 PUBLIC TRANSIT	70	600,752	1,976,791	1,149,081	250,833	134,243	1,734,583	651,080	-	-	-	-	-	6,497,362	12,632,457	12,632,457	51%
82 DCDF	82	437	2,985	312	-	180	3,958	627	-	-	-	-	-	8,501	140,376	140,376	6%
84 COMMUNITY REVITALIZATION	84	-	350	20,413	8,250	21,174	2,130	5,590	-	-	-	-	-	57,907	1,610,355	1,610,355	4%
88 RECYCLING	88	61,495	48,933	57,145	54,056	58,625	58,463	57,338	-	-	-	-	-	396,055	657,260	657,260	60%
Sub Total		736,073	2,153,039	1,555,390	432,549	324,160	2,099,351	973,688	-	-	-	-	-	8,274,250	20,009,156	20,009,156	41%
Redevelopment & TIF																	
19 OLDE TOWNE TIF	19	-	-	-	-	-	76,995	-	-	-	-	-	-	76,995	917,225	917,225	8%
20 SE PLAZA TIF	20	-	-	-	27,227	-	-	-	-	-	-	-	-	27,227	308,498	308,498	9%
21 WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	796,000	796,000	0%
23 EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	543,200	543,200	0%
24 SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
28 PINES SHOPPING CENTER TIF	28	-	-	-	105,479	-	-	-	-	-	-	-	-	105,479	104,223	104,223	101%
29 GRAND & OAKLAND TIF	29	-	-	-	166,203	-	-	-	-	-	-	-	-	166,203	190,247	190,247	87%
Sub Total		-	-	-	298,909	-	76,995	-	-	-	-	-	-	375,904	2,859,393	2,859,393	13%

City of Decatur **July 2021**

City Treasurer's Financial Report

Expenditure Tracking

Div	Fund	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	Original Budget	Revised Budget	YTD % of Budget
Public Safety																	
25 STATE DRUG ACTIVITIES	25	2,667	15,856	6,208	6,995	15,978	2,580	8,884	-	-	-	-	-	59,167	229,520	229,520	26%
26 DUI COURT FINES	26	37,663	24,668	12,178	52,847	1,055	6,484	(2,820)	-	-	-	-	-	132,075	131,000	131,000	101%
27 POLICE PROGRAMS/LAB	27	-	784	-	-	28	518	1,699	-	-	-	-	-	3,029	25,000	25,000	12%
30 FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	24,000	1,195	5,495	-	-	-	-	-	30,690	175,000	175,000	18%
37 FOREIGN FIRE INSURANCE	37	6,604	3,206	7,899	5,070	13,011	20,775	18,489	-	-	-	-	-	75,053	145,500	145,500	52%
Sub Total		46,934	44,514	26,284	64,912	54,072	31,552	31,747	-	-	-	-	-	300,015	706,020	706,020	42%
Debt Service																	
50 DEBT SERVICE PAYMENTS	50	-	1,275,406	485	-	-	94,417	-	-	-	-	-	-	1,370,308	2,494,562	2,494,562	55%
Sub Total		-	1,275,406	485	-	-	94,417	-	-	-	-	-	-	1,370,308	2,494,562	2,494,562	55%
Public Works														-			
42 LOCAL MFT PROJECTS	42	12,472	605,344	308,603	13,027	417	525,080	417	-	-	-	-	-	1,465,360	2,163,136	2,163,136	68%
44 2018 PROJECT FUND	44	306,673	9,792	422,280	227,889	758,413	26,839	323,405	-	-	-	-	-	2,075,292	5,529,215	5,529,215	38%
45 CAPITAL PROJECTS	45	5,000	5,000	5,000	(25,000)	5,000	5,000	5,000	-	-	-	-	-	5,000	30,000	30,000	17%
46 STATE MFT PROJECTS	46	109,667	688,411	327,923	450,859	57,595	69,301	304,446	-	-	-	-	-	2,008,201	15,841,758	15,841,758	13%
60 FLEET OPERATIONS	60	138,802	229,689	215,873	215,272	169,042	185,812	245,047	-	-	-	-	-	1,399,536	2,960,652	2,960,652	47%
61 EQUIPMENT REPLACEMENT	61	1,815	1,160,059	3,629	124,007	8,052	523,737	115,294	-	-	-	-	-	1,936,592	1,015,232	1,015,232	191%
78 STORM WATER PROJECTS	78	68,153	279,137	104,045	80,868	193,956	82,398	72,300	-	-	-	-	-	880,856	2,426,028	2,426,028	36%
79 SEWER PROJECTS	79	552,106	719,622	691,891	722,461	274,208	600,844	376,702	-	-	-	-	-	3,937,834	11,073,343	11,073,343	36%
Sub Total		1,194,688	3,697,054	2,079,244	1,809,382	1,466,682	2,019,011	1,442,611	-	-	-	-	-	13,708,673	41,039,364	41,039,364	33%
Library																	
35 LIBRARY OPERATIONS	35	272,748	308,131	337,088	397,676	299,502	305,091	347,151	-	-	-	-	-	2,267,387	3,948,362	3,948,362	57%
58 LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	250,000	0%
59 LIBRARY TRUST FUNDS	59	2,394	4,238	2,978	3,706	2,923	2,221	3,090	-	-	-	-	-	21,549	108,000	108,000	20%
Sub Total		275,141	312,369	340,065	401,383	302,425	307,312	350,241	-	-	-	-	-	2,288,936	4,306,362	4,306,362	53%
Internal Service and Other																	
34 BUILDING FUND	34	34,840	34,934	30,720	40,287	37,504	64,215	48,618	-	-	-	-	-	291,119	515,820	515,820	56%
36 BAND	36	590	1,794	223	4,834	223	5,491	14,925	-	-	-	-	-	28,080	96,556	96,556	29%
40 PEG CAPITAL PROGRAMMING	40	2,545	3,345	2,545	2,545	2,545	24,587	3,180	-	-	-	-	-	41,292	72,100	72,100	57%
64 RISK MANAGEMENT	64	94,909	80,927	326,476	188,741	297,884	543,608	363,674	-	-	-	-	-	1,896,217	2,956,808	2,956,808	64%
65 BENEFIT INSURANCE	65	1,147,116	780,944	920,836	1,287,278	1,107,498	981,944	909,444	-	-	-	-	-	7,135,059	11,820,728	11,820,728	60%
77 FIBER OPTICS	77	5,500	3,000	6,306	3,000	3,000	5,820	3,000	-	-	-	-	-	29,626	861,000	861,000	3%
85 GRANT FUND -COVID SPEND	85	768,776	46,505	1,708,438	9,264	18,700	327,146	22,498	-	-	-	-	-	2,901,327	3,028,500	3,028,500	96%
99 AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total		2,054,276	951,449	2,995,544	1,535,949	1,467,353	1,952,811	1,365,339	-	-	-	-	-	12,322,720	19,351,512	19,351,512	64%
Water Utility																	
80 WATER UTILITY	80	1,210,879	8,470,640	1,109,447	1,298,825	1,394,676	1,628,467	1,150,427	-	-	-	-	-	16,263,361	31,181,812	31,181,812	52%
81 WATER CAPITAL	81	17,980	103,491	124,390	376,411	23,982	193,384	10,197	-	-	-	-	-	849,836	16,362,331	16,362,331	5%
89 WATER BONDS	89	-	-	-	-	-	-	-	-	-	-	-	-	-	217,329	217,329	0%
Sub Total		1,228,860	8,574,131	1,233,837	1,675,237	1,418,658	1,821,852	1,160,624	-	-	-	-	-	17,113,197	47,761,472	47,761,472	36%
Fudiciary Trust & Agency																	
90 FIRE PENSION	90	769,522	804,262	769,834	776,046	808,744	764,390	764,687	-	-	-	-	-	5,457,484	10,128,792	10,128,792	54%
91 POLICE PENSION	91	754,722	811,131	790,201	803,170	958,766	785,834	794,566	-	-	-	-	-	5,698,389	10,113,348	10,113,348	56%
Sub Total		1,524,243	1,615,394	1,560,034	1,579,215	1,767,510	1,550,223	1,559,253	-	-	-	-	-	11,155,873	20,242,140	20,242,140	55%
Grand Total Expenditures		11,653,509	22,898,483	13,795,603	14,099,948	11,061,956	14,320,149	16,835,373	-	-	-	-	-	104,665,021	229,969,981	229,969,981	46%

City of Decatur **Month of: July 2021**

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 Actual	O(U) Prior Year	Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
Revenue										
Water Sales	2,688,433	2,763,000	(74,567)	2,655,815	32,618	17,604,846	17,210,000	394,846	16,643,357	961,489
UCS Billing Reimb	19,266	19,266	-	41,470	(22,204)	134,862	134,862	-	321,704	(186,842)
Tapping Fees	1,790	-	1,790	20	1,770	10,297	5,000	5,297	10,854	(558)
Lake Licesnes / Permits	-	-	-	16,737	(16,737)	-	225,000	(225,000)	102,498	(102,498)
Interest Income	-	-	-	349	(349)	-	10,000	(10,000)	14,833	(14,833)
Other Income	40,979	25,000	15,979	12,686,501	(12,645,522)	357,389	210,000	147,389	12,779,087	(12,421,698)
Total Revenue	2,750,468	2,807,266	(56,798)	15,400,892	(12,650,424)	18,107,393	17,794,862	312,531	29,872,333	(11,764,940)
Cost of Service										
801 Water Production	375,473	401,488	(26,015)	363,921	11,552	2,710,900	3,076,660	(365,760)	2,777,105	(66,205)
804 Water Services	229,544	285,361	(55,817)	239,515	(9,971)	1,746,170	2,073,957	(327,787)	1,905,208	(159,038)
Total Cost of Service	605,017	686,849	(81,832)	603,436	1,581	4,457,070	5,150,617	(693,547)	4,682,313	(225,243)
% of Revenue	22.0%	24.5%		3.9%		24.6%	28.9%		15.7%	
Water Gross Margin	2,145,451	2,120,417	25,034	14,797,456	(12,652,005)	13,650,323	12,644,245	1,006,078	25,190,020	(11,539,697)
% of Revenue	78.0%	75.5%		96.1%		75.4%	71.1%		84.3%	
Operating Expense										
802 Lake Management	118,596	133,000	(14,404)	90,844	27,752	561,520	838,900	(277,380)	542,588	18,932
803 Water Administration	348,804	354,446	(5,642)	347,131	1,673	2,457,823	2,490,345	(32,522)	2,365,295	92,528
805 Customer Service	78,010	85,679	(7,669)	85,159	(7,149)	588,509	620,843	(32,334)	606,222	(17,713)
Total Operating Expense	545,410	573,125	(27,715)	523,134	22,276	3,607,852	3,950,088	(342,236)	3,514,105	93,747
% of Revenue	19.8%	20.4%		3.4%		19.9%	22.2%		11.8%	
Margin Before Debt Service	1,600,041	1,547,292	52,749	14,274,322	(12,674,281)	10,042,471	8,694,157	1,348,314	21,675,915	(11,633,444)
% of Revenue	58.2%	55.1%		92.7%		55.5%	48.9%		72.6%	
Debt Service										
808 GO Bond Debt	-		-	-	-	6,839,314	6,837,915	1,399	6,999,895	(160,581)
809 IEPA - Nitrate Facility	-		-	-	-	242,179	242,179	(0)	242,179	(0)
80B IEPA - Water Tower	-	180,841	(180,841)	-	-	361,681	361,681	(0)	361,680	1
80C JCI - Auto Water Meter	-	-	-	12,553,249	(12,553,249)	755,266	755,266	(0)	13,216,121	(12,460,855)
Total Debt Service	-	180,841	(180,841)	12,553,249	(12,553,249)	8,198,440	8,197,041	1,399	20,819,875	(12,621,435)
% of Revenue	0.0%	6.4%		81.5%		45.3%	46.1%		69.7%	
Operating Income	1,600,041	1,366,451	233,590	1,721,073	(121,032)	1,844,031	497,116	1,346,915	856,040	987,991
% of Revenue	58.2%	48.7%		11.2%		10.2%	2.8%		2.9%	
Transfer to Capital										
CapEx Funding	-	1,050,000	(1,050,000)	-	-	-	1,050,000	(1,050,000)	-	-
Income after Capital Transfer	1,600,041	316,451	1,283,590	1,721,073	(121,032)	1,844,031	(552,884)	2,396,915	856,040	987,991
% of Revenue	58.2%	11.3%		11.2%		10.2%	-3.1%		2.9%	

Balance Sheet Items (Operating Fund)			
Cash	6,964,231		4,038,371	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	6,964,231		4,038,371	
Accounts Receivable	4,064,345		2,814,065	

Prepared By: Office of the City Treasurer

City of Decatur **Month of:** ***July 2021***

Water Utility Financial Report

Capital Fund Statement of Revenue and Expense

home

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments	
Revenue							
CapEx Funding	-	-	-	-	2,100,000	*CapEx funding from Water Operating Fund*	
ADM Cost Share	-	-	1,000,000	(1,000,000)	1,000,000	*Actual ADM cost share*	
Other	-	14,176	8,950,000	(8,935,824)	7,900,000		
Total Revenue	-	14,176	9,950,000	(9,935,824)	11,000,000		
CapEx Project Spending							
Operating CapEx	9,159	187,729	150,000	37,729	213,331	*81808112*	*423700*
Professional Services	711	6,931	97,500	(90,569)	195,000	*81808118*	*428000*
Automotive Equipment	-	-	-	-	359,000		*451000*
Other Equipment	327	327	-	327	450,000		*452000*
System leak detection	-	-	-	-	35,000		*486300*
Water Main Replacement	-	445,902	2,000,000	(1,554,098)	5,377,000		*488800*
Water System Improvmnts	-		-	-	537,500		*497000*
SWTP Improvements	-	31,510	-	31,510	8,200,000		*499200*
Lake cap operating	-	175,194	250,000	(74,806)	510,500	*81808122*	*423700*
Lake cap land acq	-	-	-	-	100,000	*81808128*	*450100*
Lake cap additional water	-	2,244	190,000	(187,756)	385,000	*81808128*	*488900*
xxxx	-	-	-	-	-		
xxxx	-	-	-	-	-		
xxxx	-	-	-	-	-		
Total CapEx Spending	10,197	849,836	2,687,500	(1,837,664)	16,362,331		
Surplus (Deficit)	(10,197)	(835,660)	7,262,500		(5,362,331)		

Capital Fund Cash Position

Cash at January 1, 2021	2,796,525		
		Cash Position Target at December 31, 2021	(2,565,806)
Current Cash Position	1,960,865		
Interfund AR	1,381,816	*Due to Water Capital fund from Capital Fund 45*	

Prepared By: *Office of the City Treasurer*

City of Decatur | home | **July 2021**

Water Utility Financial Report

Key Metrics

Current Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Water Bill Count														
Original Bills														
Residential	25,059	23,515	29,744	27,936	25,609	27,863	26,155						185,881	
Industrial	32	32	32	32	32	31	31						222	
Commercial	2,543	2,364	2,981	2,765	2,577	2,775	2,672						18,677	
Total	27,634	25,911	32,757	30,733	28,218	30,669	28,858	-	-	-	-	-	204,780	98.9%
Delinquent Bills														
Residential	-	-	-	4,388	6,733	7,684	7,561						26,366	
Industrial	-	-	-	-	-	-	-						-	
Commercial	-	-	-	267	383	429	388						1,467	
Total	-	-	-	4,655	7,116	8,113	7,949	-	-	-	-	-	27,833	105.1%
Total Bill Count	27,634	25,911	32,757	35,388	35,334	38,782	36,807	-	-	-	-	-	232,613	99.6%
Cubit Feet Consumption Billed														
Residential	10,767,334	9,925,623	11,990,776	11,474,989	10,630,307	13,136,467	12,474,128						80,399,624	95.7%
Industrial	42,014,828	44,147,266	38,456,220	47,075,410	43,606,652	44,110,636	42,577,898						301,988,910	106.8%
Commercial	9,042,082	8,539,316	9,981,824	10,106,822	10,333,931	11,504,792	12,736,138						72,244,905	101.6%
Total	61,824,244	62,612,205	60,428,820	68,657,221	64,570,890	68,751,895	67,788,164	-	-	-	-	-	454,633,439	103.8%
Water Shut Offs	-	-	-	537	354	683	302						1,876	123.0%
Customer Service Telephone Calls	3,386	3,059	4,192	4,648	4,295	5,598	4,216						29,394	92.0%
Water Billed $														
Residential	$ 659,254	$ 610,827	$ 738,947	$ 706,620	$ 659,321	$ 806,904	$ 764,169						$ 4,946,043	98.1%
Industrial	$ 1,118,507	$ 1,166,364	$ 1,036,264	$ 1,236,052	$ 1,156,692	$ 1,220,483	$ 1,163,663						$ 8,098,024	108.7%
Commercial	$ 473,412	$ 445,098	$ 530,314	$ 521,551	$ 520,537	$ 583,900	$ 624,185						$ 3,698,996	103.2%
Total	$ 2,251,173	$ 2,222,290	$ 2,305,524	$ 2,464,223	$ 2,336,551	$ 2,611,286	$ 2,552,017	$ -	$ -	$ -	$ -	$ -	$ 16,743,063	104.1%
Penalty $	$ -	$ -	$ -	$ 7,398	$ 11,899								$ 19,296	43.4%
Total Billed	$ 2,251,173	$ 2,222,290	$ 2,305,524	$ 2,471,621	$ 2,348,449	$ 2,611,286	$ 2,552,017	$ -	$ -	$ -	$ -	$ -	$ 16,762,359	104.0%
Water Gallonage Billed														
Gallons (000)	319,830	309,680	263,740	326,070	303,870	372,870	364,800						2,260,860	100.4%
$ Billed	$ 97,548	$ 94,452	$ 80,441	$ 99,451	$ 92,680	$ 113,725	$ 111,264						$ 689,562	100.7%
Water Billed vs Cash Receipts														
Billed $	$ 2,348,721	$ 2,316,742	$ 2,385,965	$ 2,571,072	$ 2,441,129	$ 2,725,012	$ 2,663,281	$ -	$ -	$ -	$ -	$ -	$ 17,451,922	103.8%
Cash Revenue $	$ 2,387,168	$ 2,334,499	$ 2,476,584	$ 2,581,739	$ 2,449,633	$ 2,686,789	$ 2,688,433						$ 17,604,846	105.8%
% Cash to Billed	101.6%	100.8%	103.8%	100.4%	100.3%	98.6%	100.9%	-	-	-	-	-	100.9%	

Prior Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Water Bill Count													
Original Bills													
Residential	27,465	24,550	27,457	26,983	25,987	27,313	28,264	24,899	24,665	25,923	26,809	30,923	321,238
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384
Commercial	2,740	2,544	2,703	2,741	2,571	2,751	2,759	2,502	2,470	2,634	2,697	3,020	32,132
Total	30,237	27,126	30,192	29,756	28,590	30,096	31,055	27,433	27,167	28,589	29,538	33,975	353,754
Delinquent Bills													
Residential	8,038	6,813	2,918	-	-	-	7,657	7,391	7,553	1,517	-	-	41,887
Industrial	-	-	-	-	-	-	-	2	4	-	-	-	6
Commercial	369	254	84	-	-	-	354	350	398	47	-	-	1,856
Total	8,407	7,067	3,002	-	-	-	8,011	7,743	7,955	1,564	-	-	43,749
Total Bill Count	38,644	34,193	33,194	29,756	28,590	30,096	39,066	35,176	35,122	30,153	29,538	33,975	397,503
Cubit Feet Consumption Billed													
Residential	11,707,150	10,372,676	11,006,905	11,570,632	11,344,622	13,462,541	14,570,749	12,823,011	13,069,451	12,843,082	12,095,439	12,977,828	147,844,086
Industrial	40,279,029	41,245,674	39,936,974	40,084,847	39,100,450	40,520,032	41,592,307	42,378,285	44,305,970	43,390,309	42,794,122	41,077,431	496,705,430
Commercial	9,711,877	9,498,783	9,776,629	9,805,724	9,165,715	10,312,031	12,827,785	13,640,066	12,987,433	13,002,574	11,171,948	9,831,299	131,731,864
Total	61,698,056	61,117,133	60,720,508	61,461,203	59,610,787	64,294,604	68,990,841	-	70,362,854	69,235,965	66,061,509	63,886,558	776,281,380
Water Shut Offs	458	350	293	-	-	-	424	1,113	822	44	-	-	3,504
Customer Service Tphone Calls	5,497	4,608	4,192	4,230	3,928	4,323	5,181	5,970	5,417	4,787	3,419	3,678	55,230
Water Billed $													
Residential	$ 703,504	$ 624,756	$ 667,568	$ 694,615	$ 683,053	$ 805,721	$ 860,970	$ 756,041	$ 765,436	$ 765,544	$ 732,763	$ 797,554	$ 8,857,524
Industrial	$ 1,071,513	$ 1,094,639	$ 1,039,106	$ 1,041,534	$ 1,021,588	$ 1,079,706	$ 1,103,612	$ 1,123,935	$ 1,168,039	$ 1,144,632	$ 1,132,684	$ 1,093,755	$ 13,114,743
Commercial	$ 498,734	$ 476,749	$ 495,919	$ 496,529	$ 470,317	$ 531,365	$ 616,283	$ 628,235	$ 601,586	$ 618,346	$ 559,163	$ 527,343	$ 6,520,568
Total	$ 2,273,751	$ 2,196,143	$ 2,202,592	$ 2,232,677	$ 2,174,959	$ 2,416,791	$ 2,580,866	$ 2,508,212	$ 2,535,060	$ 2,528,523	$ 2,424,610	$ 2,418,651	$ 28,492,835
Penalty $	$ 12,927	$ 10,837	$ 4,533	$ -	$ -	$ -	$ 16,113	$ 14,390	$ 32,482	$ 2,740	$ -	$ -	$ 94,024
Total Billed	$ 2,286,678	$ 2,206,981	$ 2,207,125	$ 2,232,677	$ 2,174,959	$ 2,416,791	$ 2,596,979	$ 2,522,601	$ 2,567,543	$ 2,531,263	$ 2,424,610	$ 2,418,651	$ 28,586,859
Water Gallonage													
Gallons (000)	311,890	302,030	341,650	311,760	316,670	335,640	332,560	360,390	330,440	356,560	337,549	319,830	3,956,969
$ Billed	$ 94,815	$ 91,817	$ 103,862	$ 94,775	$ 96,268	$ 102,035	$ 101,098	$ 109,559	$ 100,454	$ 108,394	$ 102,777	$ 97,548	$ 1,203,401
Water Billed vs Cash Receipts													
Billed $	$ 2,381,493	$ 2,298,798	$ 2,310,987	$ 2,327,452	$ 2,271,227	$ 2,518,826	$ 2,698,078	$ 2,632,160	$ 2,667,996	$ 2,639,657	$ 2,527,387	$ 2,516,199	$ 29,790,260
Cash Revenue $	$ 2,414,571	$ 2,333,114	$ 2,314,542	$ 2,269,760	$ 2,215,974	$ 2,439,581	$ 2,655,815	$ 2,733,552	$ 2,745,872	$ 2,558,367	$ 2,521,924	$ 2,456,490	$ 29,659,562
% Cash to Billed	101.4%	101.5%	100.2%	97.5%	97.6%	96.9%	98.4%	103.9%	102.9%	96.9%	99.8%	97.6%	99.6%

City of Decatur **Period Ending: July 2021**

Treasurer's Financial Report

Headcount Staffing Level

	2021 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	6	6	6	7	7	7	7	7	-	-	-	-	-	6
Finance	22	20	19	19	19	19	19	19	-	-	-	-	-	20
Human Resources	4	4	4	4	4	4	4	4	-	-	-	-	-	4
Information Technology	10	9	9	8	8	8	9	9	-	-	-	-	-	10
Corporation Counsel	7	7	7	7	7	6	7	7	-	-	-	-	-	7
Economic & Community Dev	21	19	18	18	19	19	18	18	-	-	-	-	-	19
Public Safety	268	262	262	265	258	259	256	258	-	-	-	-	-	261
Public Works	113	101	101	103	100	100	98	98	-	-	-	-	-	104
Total Full Time	451	428	426	431	422	422	418	420	-	-	-	-	-	431
Part Time Staffing														
Executive	-	-	-	-	-	1	-	1	-	-	-	-	-	-
Legislative	7	7	7	7	7	7	7	6	-	-	-	-	-	7
Finance	-	-	-	2	1	1	2	2	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	-	-	-	-	1	3	3	-	-	-	-	-	-
Public Safety	-	2	2	2	2	2	2	2	-	-	-	-	-	2
Public Works	-	2	2	2	4	9	11	7	-	-	-	-	-	2
Total Temporary	7	11	11	13	14	21	25	21	-	-	-	-	-	11
Total City Staff Headcount	458	439	437	444	436	443	443	441	-	-	-	-	-	442

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

Supplementary Statistics - Full Time Staffing

General Fund Only	390	371	369	372	363	363	360	363	-	-	-	-	-	373
Staffing Increase		3	-	5	1	-	-	3						33
Staffing Decrease		6	2	-	8	-	3	-						32
Turnover Rate - **Year to Date**		2%	1%	1%	2%	0%	1%	0%	-	-	-	-	-	9%
All Other Funds	61	57	57	59	59	59	58	57	-	-	-	-	-	58
Staffing Increase		-	-	-	-	7	3	-						4
Staffing Decrease		-	-	-	2	-	-	1						3
Turnover Rate - **Year to Date**		0%	0%	0%	3%	3%	3%	5%	-	-	-	-	-	5%

City of Decatur **Period Ending: July 2021**

Treasurer's Financial Report

Headcount Staffing Level

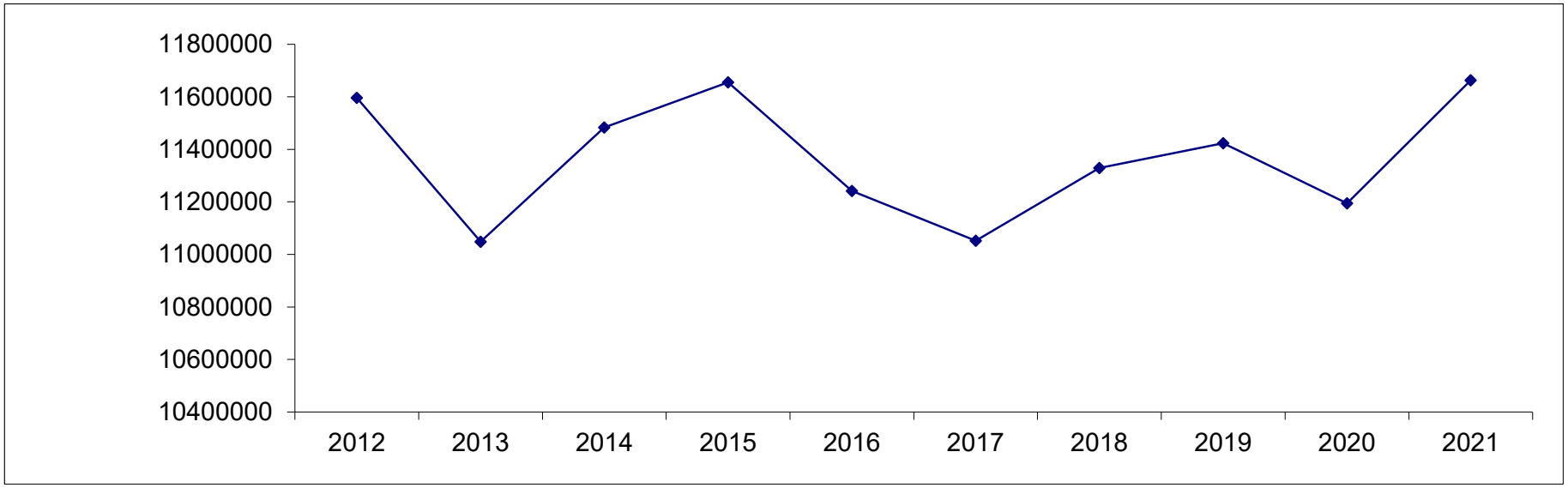
	2021 Budget	Current Year Staffing Levels Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staff														
Executive														
Executive	3	3	3	3	3	3	3	3						3
City Clerk	1	1	1	1	1	1	1	1						1
Public Transit	2	2	2	3	3	3	3	3						2
Total	6	6	6	7	7	7	7	7	-	-	-	-	-	6
Finance														
Finance	13	11	10	10	10	10	10	11						11
Purchasing	2	2	2	2	2	2	2	2						2
Utility Customer Service	7	7	7	7	7	7	7	6						7
Total	22	20	19	19	19	19	19	19	-	-	-	-	-	20
Human Resources	4	4	4	4	4	4	4	4						4
Information Technology	10	9	9	8	8	8	9	9						10
Corporation Legal Counsel	7	7	7	7	7	6	7	7						7
Economic & Community Devel														
Planning & Sustainability	6	5	5	5	5	5	5	5						5
Building Inspections	6	6	6	6	6	6	6	6						6
Neighborhood Inspection	5	5	4	4	5	5	5	5						5
Revitalization & Housing Serv	4	3	3	3	3	3	2	2						3
Total	21	19	18	18	19	19	18	18	-	-	-	-	-	19
Public Safety														
Fire	109	104	106	106	105	105	104	104						104
Police	159	158	156	159	153	154	152	154						157
Total	268	262	262	265	258	259	256	258	-	-	-	-	-	261
Public Works														
PW Administration	2	2	2	2	2	2	2	2						2
PW Engineering	12	9	9	9	9	8	8	7						9
PW Municipal Services	47	42	42	43	40	41	40	41						44
Fleet Maintenance	8	7	7	7	8	8	8	8						8
Water Production (Admin)	2	2	2	2	2	2	2	2						2
Water Production (Lake)	4	4	4	4	4	4	4	3						4
Water Production	15	14	14	15	14	14	12	13						14
Water Services	23	21	21	21	21	21	22	22						21
Total	113	101	101	103	100	100	98	98	-	-	-	-	-	104
Total City Staffing	451	428	426	431	422	422	418	420	-	-	-	-	-	431
General Fund staffing	390	371	369	372	363	363	360	363	-	-	-	-	-	373
Other Fund staffing	61	57	57	59	59	59	58	57	-	-	-	-	-	58
Total staffing	451	428	426	431	422	422	418	420	-	-	-	-	-	431

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

STATE SALES TAX

Home

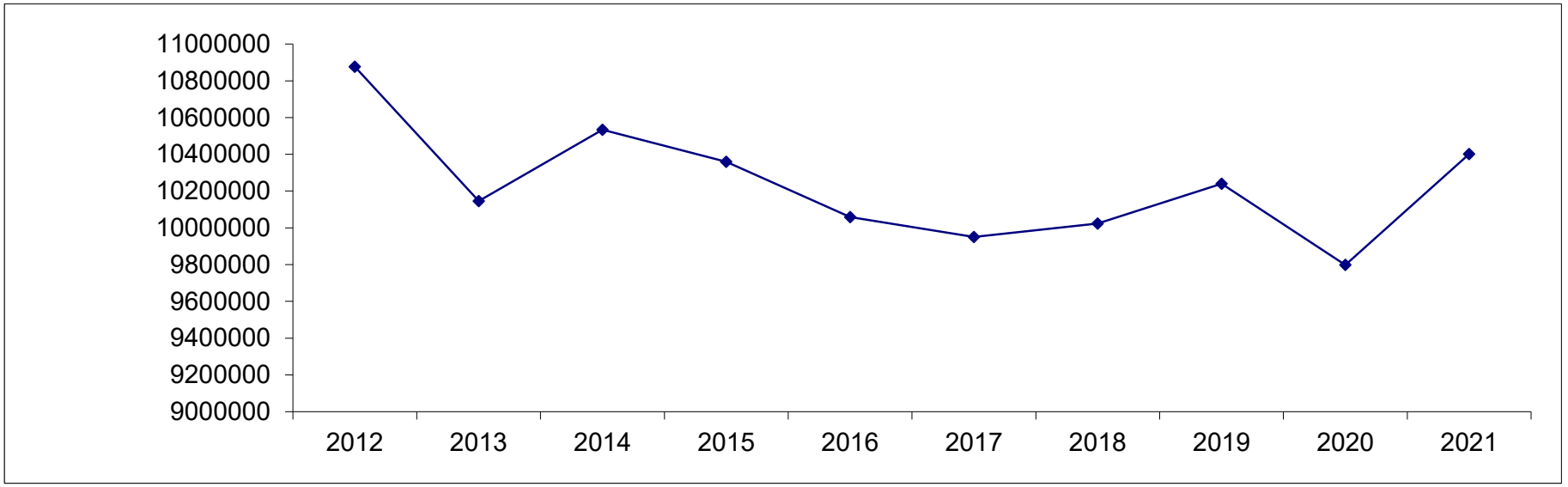
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	A
FEBRUARY	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	A
MARCH	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	A
APRIL	871,624	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	A
MAY	986,897	884,323	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	A
JUNE	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	A
JULY	918,786	922,915	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	A
AUGUST	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	A
SEPTEMBER	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	972,700	B
OCTOBER	911,934	925,873	981,740	991,641	933,239	891,372	943,494	979,187	974,990	975,000	B
NOVEMBER	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	996,000	B
DECEMBER	906,055	919,141	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,012,000	B
TOTALS	**11,595,938**	**11,048,482**	**11,483,540**	**11,654,760**	**11,241,506**	**11,052,132**	**11,328,832**	**11,423,564**	**11,322,169**	**12,127,844**	
									Year in Play Budget	**11,663,000**	



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	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	A
FEBRUARY	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	A
MARCH	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	A
APRIL	758,516	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	A
MAY	929,937	775,938	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	A
JUNE	942,726	853,033	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	A
JULY	864,230	846,702	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	A
AUGUST	927,747	619,512	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	A
SEPTEMBER	899,635	901,318	916,077	911,765	904,129	852,928	890,655	873,345	873,669	873,700	B
OCTOBER	838,868	860,182	882,079	875,986	822,711	779,788	836,215	868,200	865,615	865,600	B
NOVEMBER	902,358	897,029	884,609	882,605	854,078	835,747	866,834	875,836	819,660	971,700	B
DECEMBER	898,532	864,499	872,277	860,119	810,233	849,336	827,137	824,656	845,741	891,900	B
TOTALS	**10,876,609**	**10,145,292**	**10,534,258**	**10,359,805**	**10,058,133**	**9,950,270**	**10,024,104**	**10,239,908**	**9,899,988**	**11,002,197**	
									Year in Play Budget	**10,402,000**	

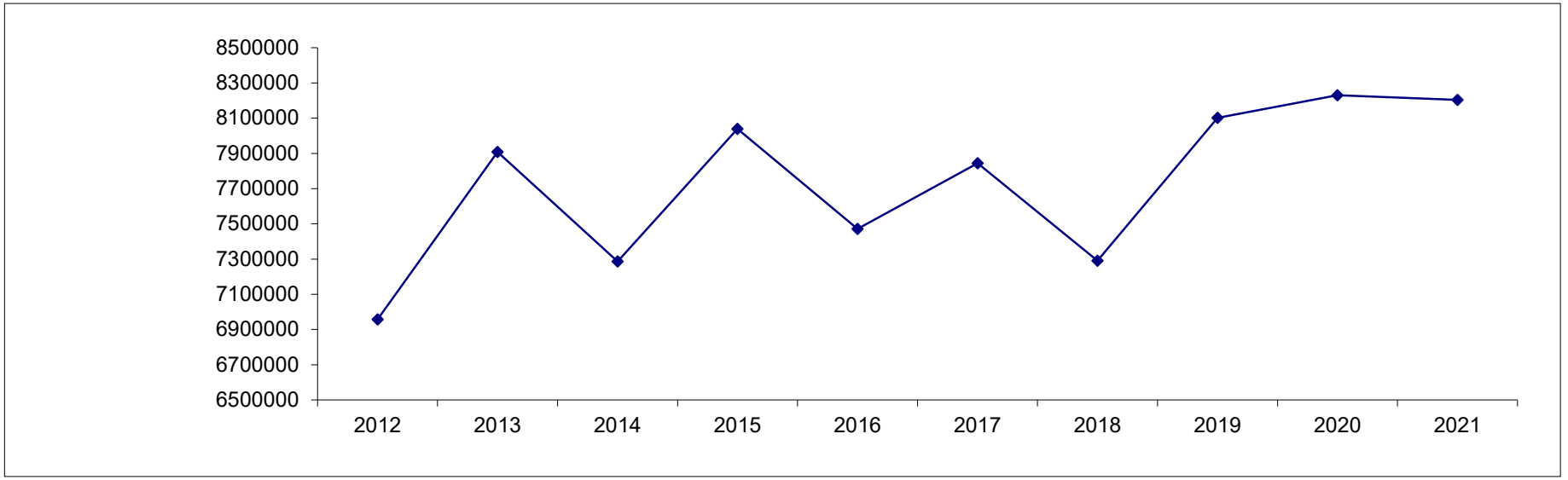


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	A
FEBRUARY	-	478,227	-	-	-	-	837,319	759,834	717,710	853,298	A
MARCH	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	A
APRIL	394,295	1,333,938	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	A
MAY	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	A
JUNE	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	A
JULY	658,753	1,298,806	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	A
AUGUST	956,491	441,258	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	1,032,000	B
SEPTEMBER	502,880	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	584,900	B
OCTOBER	645,769	419,882	818,347	-	-	599,068	726,093	808,115	846,827	846,800	B
NOVEMBER	405,227	409,627	-	441,918	450,551	450,852	522,953	527,420	572,208	519,200	B
DECEMBER	401,952	714,661	721,926	776,691	665,793	396,923	433,456	498,389	506,596	491,000	B
	13 ct-4 mo delay	13 ct-3 mo delay	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	**6,957,316**	**7,907,881**	**7,286,357**	**8,039,696**	**7,470,934**	**7,843,458**	**7,289,905**	**8,102,353**	**8,272,095**	**10,073,090**	
									Year in Play Budget	**8,203,000**	

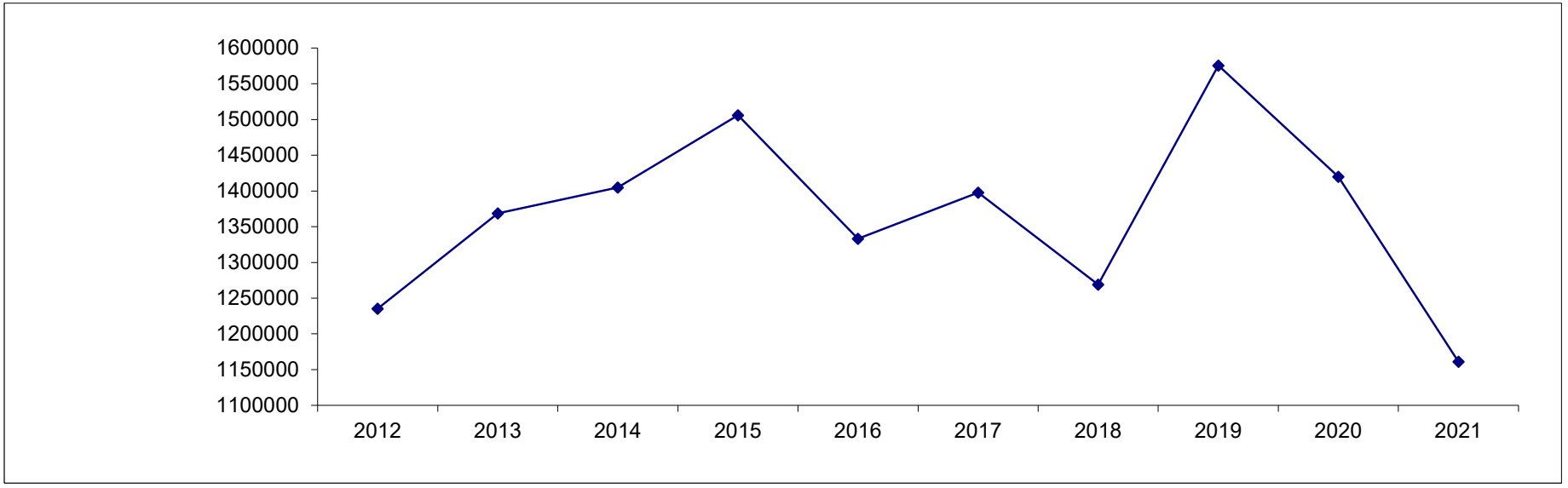


Schedule presents State LGDF distribution

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

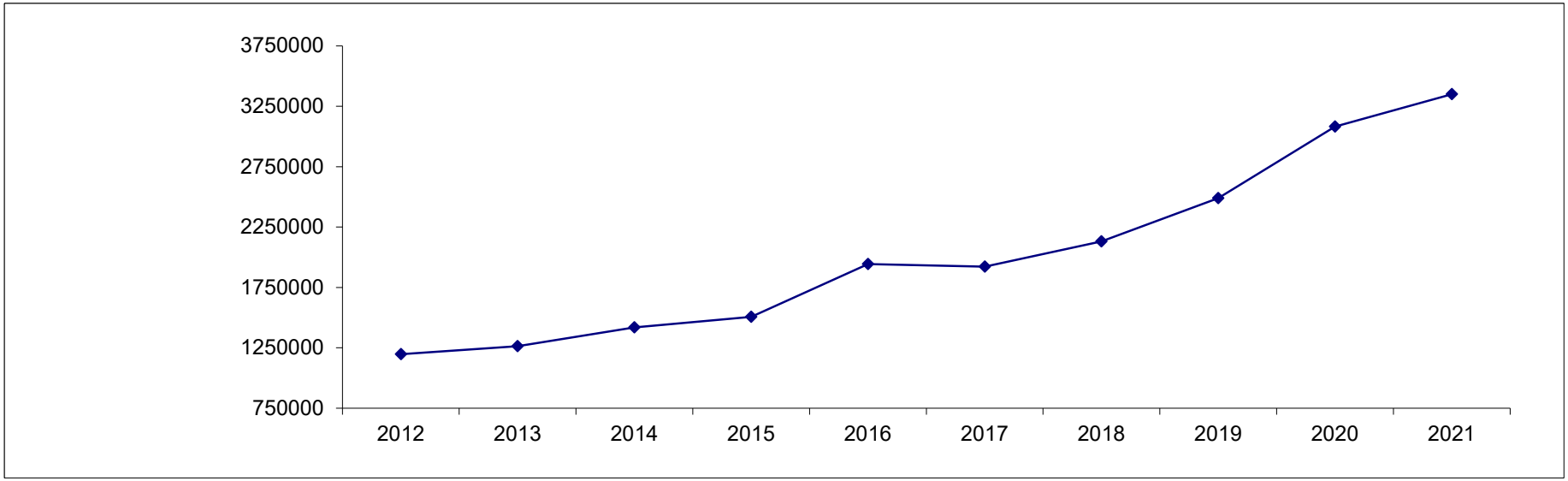
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	A
FEBRUARY	1,565	1,605	2,024	717	-	-	-	-	-	-	A
MARCH	61,281	62,898	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	A
APRIL	276,320	303,821	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	A
MAY	187,031	265,561	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	A
JUNE	5,417	937	-	2,501	12,343	-	-	3,173	-	-	A
JULY	238,582	260,211	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	A
AUGUST	28,828	29,295	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	A
SEPTEMBER	3,931	-	6,877	2,356	4,554	-	-	-	-	-	B
OCTOBER	181,562	188,719	227,489	239,950	218,004	160,071	190,221	376,967	193,839	149,000	B
NOVEMBER	1,579	-	-	-	1,876	-	-	1,332	-	1,100	B
DECEMBER	69,220	70,395	63,058	58,604	58,514	42,179	46,033	62,824	50,168	50,100	B
TOTALS	**1,235,400**	**1,368,825**	**1,404,809**	**1,505,959**	**1,333,328**	**1,397,658**	**1,268,855**	**1,575,600**	**1,386,533**	**1,873,269**	
									Year in Play Budget	**1,161,000**	



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

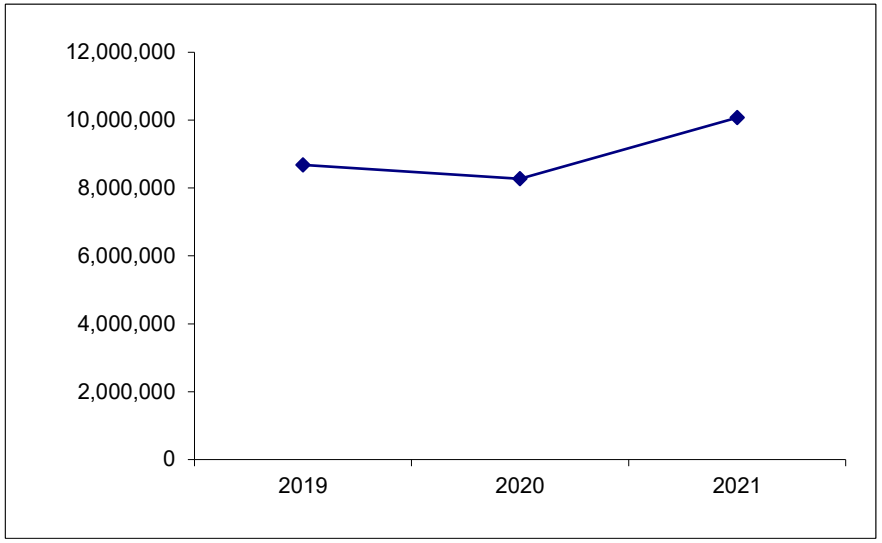
MONTH	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	A
FEBRUARY	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	A
MARCH	138,269	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	A
APRIL	88,358	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	A
MAY	98,119	76,976	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	A
JUNE	103,364	96,618	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	A
JULY	91,336	106,037	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	A
AUGUST	102,769	93,637	115,406	133,971	145,710	147,521	171,381	198,672	283,392	310,300	B
SEPTEMBER	86,379	124,363	128,816	-	164,340	156,033	183,541	201,970	286,103	313,300	B
OCTOBER	106,791	106,986	109,843	-	130,791	149,381	178,049	207,636	289,306	316,800	B
NOVEMBER	98,487	99,965	118,956	-	142,584	158,864	169,331	198,926	275,488	263,700	B
DECEMBER	102,979	107,849	144,341	419,237	146,571	167,420	194,248	222,795	287,411	295,400	B
TOTALS	**1,197,181**	**1,264,318**	**1,420,091**	**1,505,880**	**1,943,083**	**1,922,796**	**2,130,355**	**2,488,443**	**3,112,435**	**3,477,436**	
									Year in Play Budget	**3,350,000**	



Schedule presents State distribution of Use Tax.

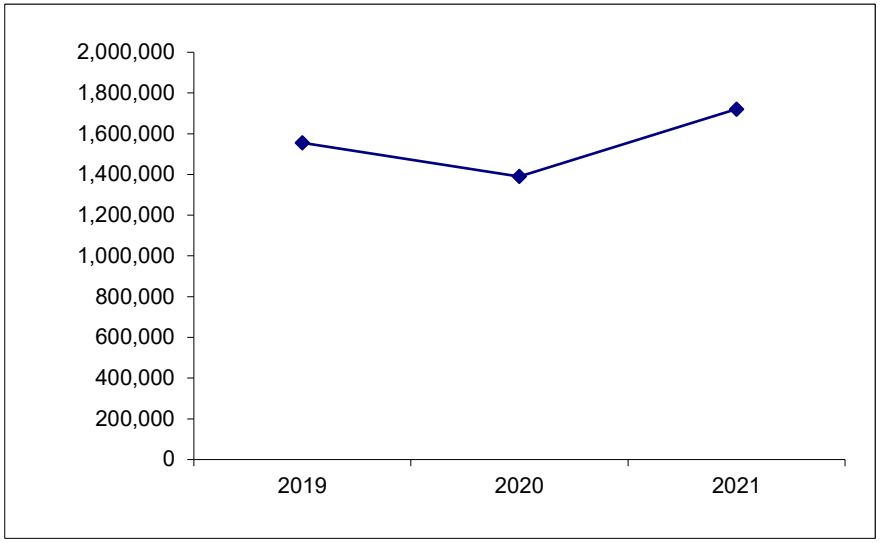
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	631,574.05	696,620.69	807,110.23	A
FEBRUARY	759,834.38	717,709.93	853,297.99	A
MARCH	457,517.76	533,688.38	588,088.72	A
APRIL	734,869.77	783,854.82	937,701.91	A
MAY	1,528,634.61	767,465.56	1,280,911.20	A
JUNE	477,386.66	475,376.11	1,123,868.32	A
JULY	713,919.69	754,877.57	1,008,211.61	A
AUGUST	511,759.62	1,032,080.09	1,032,000.00	B
SEPTEMBER	452,932.41	584,790.36	584,900.00	B
OCTOBER	808,114.84	846,827.44	846,800.00	B
NOVEMBER	527,419.79	572,208.31	519,200.00	B
DECEMBER	498,388.97	506,596.00	491,000.00	B
TOTALS	8,678,365.53	8,272,095.26	10,073,089.98	
		Current Budget	8,203,000.00	
		Projected Amt Over (Under)	1,870,089.98	



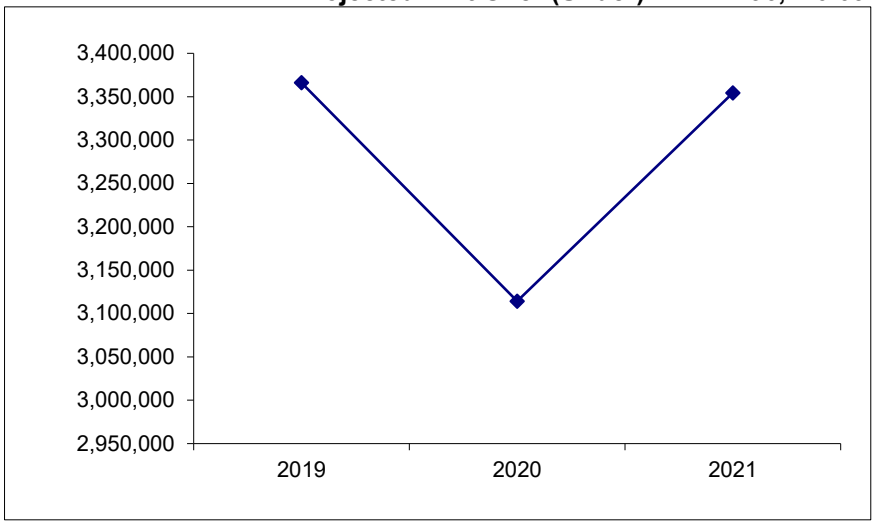
LOCAL TELEPHONE UTILITY TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	131,097.92	118,280.74	585,430.40	A
FEBRUARY	126,545.99	149,193.90	105,213.92	A
MARCH	132,658.65	123,430.43	97,810.33	A
APRIL	122,033.21	108,714.26	91,598.20	A
MAY	196,226.34	109,646.14	97,947.91	A
JUNE	124,244.24	111,749.44	129,007.58	A
JULY	119,318.01	111,966.70	101,474.45	A
AUGUST	130,876.05	110,397.66	104,900.00	B
SEPTEMBER	118,590.23	113,817.06	108,100.00	B
OCTOBER	118,666.69	115,280.29	109,500.00	B
NOVEMBER	122,438.19	111,618.32	98,800.00	B
DECEMBER	113,079.57	105,685.00	91,300.00	B
TOTALS	1,555,775.09	1,389,779.94	1,721,082.79	
		Current Budget	1,304,000.00	
		Projected Amt Over (Under)	417,082.79	



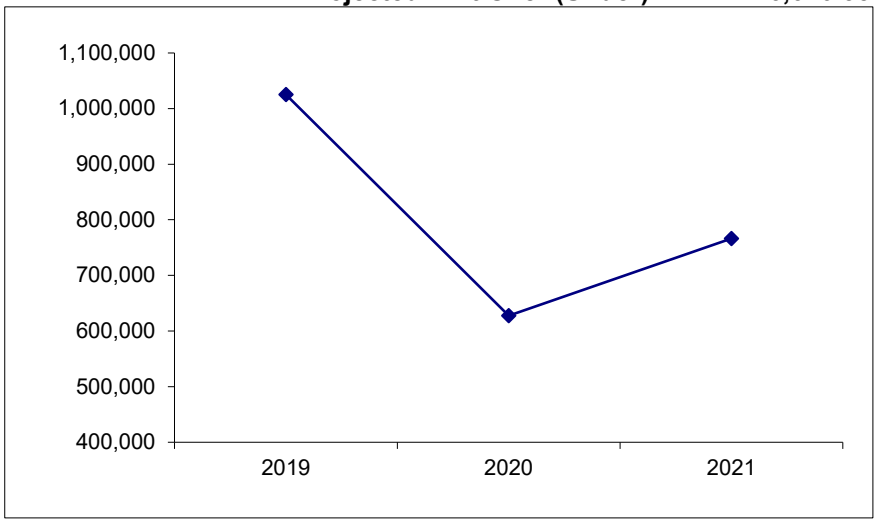
LOCAL FOOD & BEVERAGE TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	294,706.90	284,618.41	259,733.29	A
FEBRUARY	240,384.13	258,899.56	237,003.31	A
MARCH	252,281.45	244,618.91	251,709.68	A
APRIL	288,754.51	222,249.87	316,740.74	A
MAY	284,579.72	219,521.55	302,024.89	A
JUNE	298,383.41	270,571.86	314,701.14	A
JULY	295,849.03	290,434.41	295,357.04	A
AUGUST	276,904.83	294,209.81	292,600.00	B
SEPTEMBER	299,251.55	266,208.12	264,700.00	B
OCTOBER	280,242.30	262,691.19	261,200.00	B
NOVEMBER	278,898.03	272,129.94	278,600.00	B
DECEMBER	275,734.66	228,087.00	279,900.00	B
TOTALS	**3,365,970.52**	**3,114,240.63**	**3,354,270.09**	
		Current Budget	**3,158,000.00**	
		Projected Amt Over (Under)	**196,270.09**	



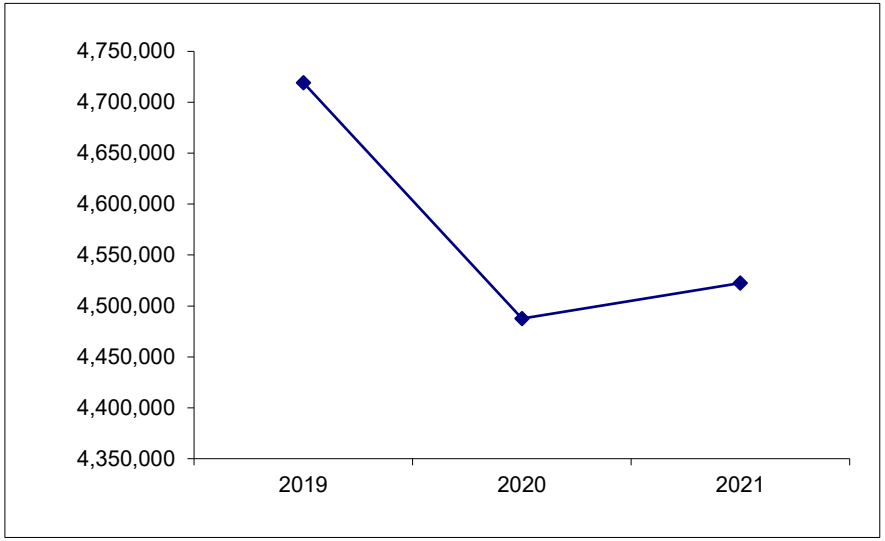
LOCAL HOTEL & MOTEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	64,313.97	47,544.23	45,696.20	A
FEBRUARY	61,319.56	60,918.66	38,937.93	A
MARCH	63,485.43	64,915.60	46,067.53	A
APRIL	74,250.77	47,821.92	61,644.60	A
MAY	83,140.95	36,988.83	64,188.48	A
JUNE	79,405.50	42,365.81	80,612.33	A
JULY	96,564.51	51,434.96	82,463.28	A
AUGUST	90,070.41	61,173.82	55,100.00	B
SEPTEMBER	146,062.89	58,199.26	131,500.00	B
OCTOBER	101,000.09	58,122.08	52,300.00	B
NOVEMBER	86,882.70	49,064.56	56,700.00	B
DECEMBER	78,697.75	49,070.00	51,400.00	B
TOTALS	**1,025,194.53**	**627,619.73**	**766,610.35**	
		Current Budget	**650,000.00**	
		Projected Amt Over (Under)	**116,610.35**	



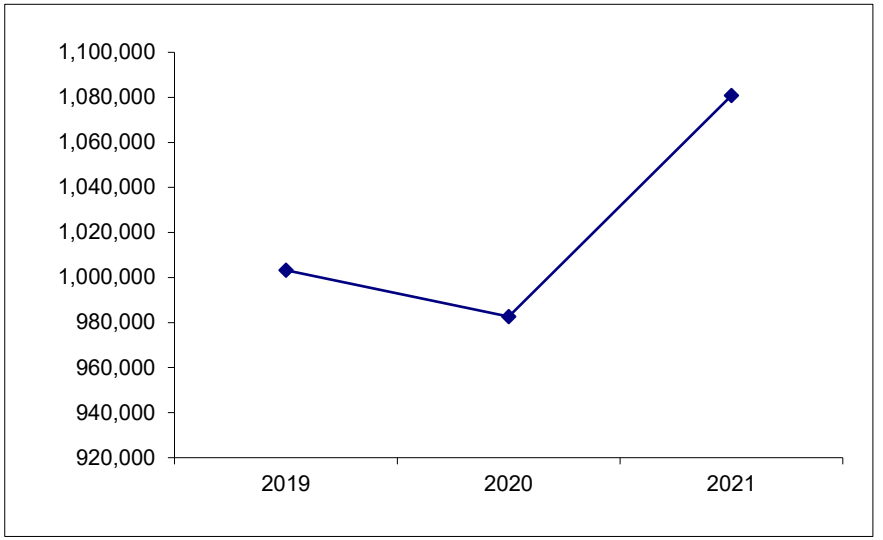
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	438,576.84	399,612.04	387,337.98	A
FEBRUARY	460,352.65	446,585.67	-	A
MARCH	474,658.04	423,748.02	964,354.86	A
APRIL	428,432.85	399,998.31	406,774.58	A
MAY	382,951.79	357,108.12	369,202.94	A
JUNE	337,615.83	308,307.22	348,848.13	A
JULY	395,280.45	332,110.55	338,442.30	A
AUGUST	352,256.43	362,044.68	362,200.00	B
SEPTEMBER	369,474.99	344,969.50	345,100.00	B
OCTOBER	378,627.06	349,840.80	350,000.00	B
NOVEMBER	343,270.07	315,112.97	318,300.00	B
DECEMBER	357,874.87	448,180.00	332,000.00	B
TOTALS	**4,719,371.87**	**4,487,617.88**	**4,522,560.79**	
		Current Budget	**4,376,000.00**	
		Projected Amt Over (Under)	**146,560.79**	



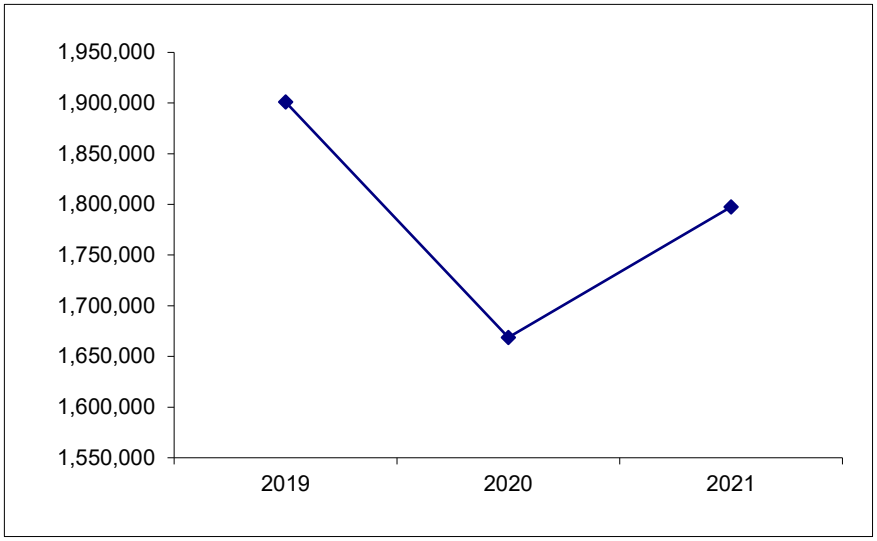
LOCAL CABLE TV TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	23,697.48	16,892.00	115,677.13	A
FEBRUARY	230,959.41	229,480.67	248,600.20	A
MARCH	(3,949.58)	-	-	A
APRIL	20,506.15	16,827.10	14,721.50	A
MAY	232,638.55	230,292.40	238,381.64	A
JUNE	-	-	-	A
JULY	19,025.90	16,588.40	-	A
AUGUST	231,423.76	226,172.09	217,100.00	B
SEPTEMBER	-	-	-	B
OCTOBER	-	15,602.80	15,000.00	B
NOVEMBER	248,930.35	230,798.56	231,300.00	B
DECEMBER	-	-	-	B
TOTALS	**1,003,232.02**	**982,654.02**	**1,080,780.47**	
		Current Budget	**953,000.00**	
		Projected Amt Over (Under)	**127,780.47**	



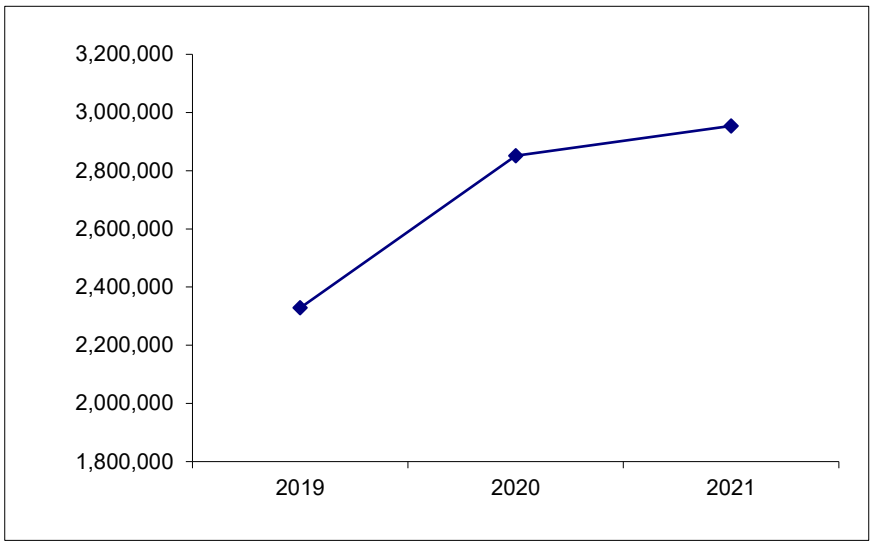
LOCAL MOTOR FUEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	159,147.06	153,946.96	137,972.89	A
FEBRUARY	152,188.41	145,620.25	116,173.97	A
MARCH	138,319.82	147,749.28	137,669.17	A
APRIL	151,298.12	127,255.87	141,620.90	A
MAY	157,917.70	102,883.50	143,394.50	A
JUNE	168,607.04	124,240.36	146,897.62	A
JULY	168,748.40	138,531.42	145,659.31	A
AUGUST	159,400.50	172,394.64	164,000.00	B
SEPTEMBER	172,356.13	145,245.60	177,400.00	B
OCTOBER	154,095.48	136,143.78	158,500.00	B
NOVEMBER	167,371.05	147,912.57	172,200.00	B
DECEMBER	151,637.75	126,825.00	156,000.00	B
TOTALS	1,901,087.46	1,668,749.23	1,797,488.36	
		Current Budget	1,956,000.00	
		Projected Amt Over (Under)	(158,511.64)	



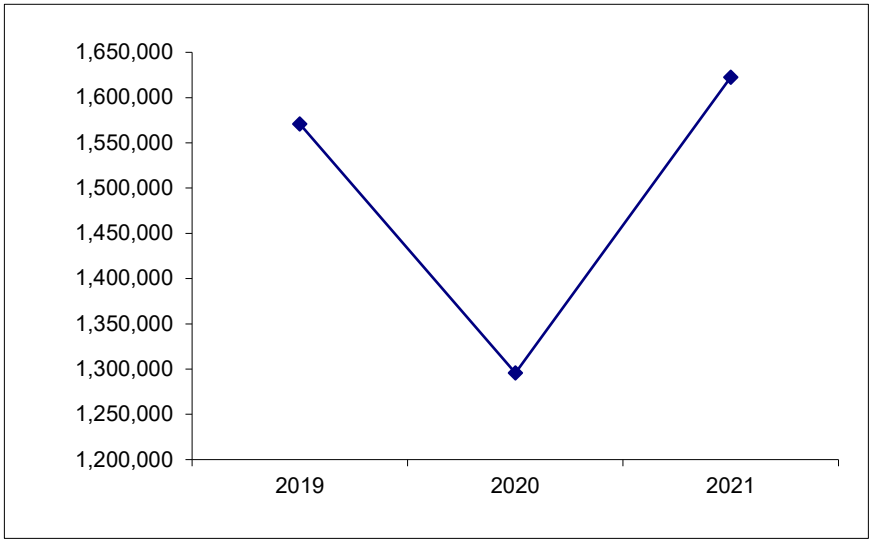
STATE MOTOR FUEL TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	165,334.41	334,151.36	252,696.07	A
FEBRUARY	165,152.12	236,781.25	220,266.14	A
MARCH	150,206.84	234,236.04	208,011.16	A
APRIL	143,644.07	242,487.39	215,525.93	A
MAY	168,492.75	225,767.98	250,786.25	A
JUNE	154,413.09	178,758.55	248,728.85	A
JULY	140,768.08	183,917.34	255,516.57	A
AUGUST	175,952.19	225,064.40	253,309.42	A
SEPTEMBER	253,135.80	262,628.63	236,100.00	B
OCTOBER	274,957.42	243,947.53	271,500.00	B
NOVEMBER	252,289.78	240,708.10	252,600.00	B
DECEMBER	284,087.42	243,187.00	288,900.00	B
TOTALS	2,328,433.97	2,851,635.57	2,953,940.39	
		Current Budget	3,185,000.00	
		Projected Amt Over (Under)	(231,059.61)	



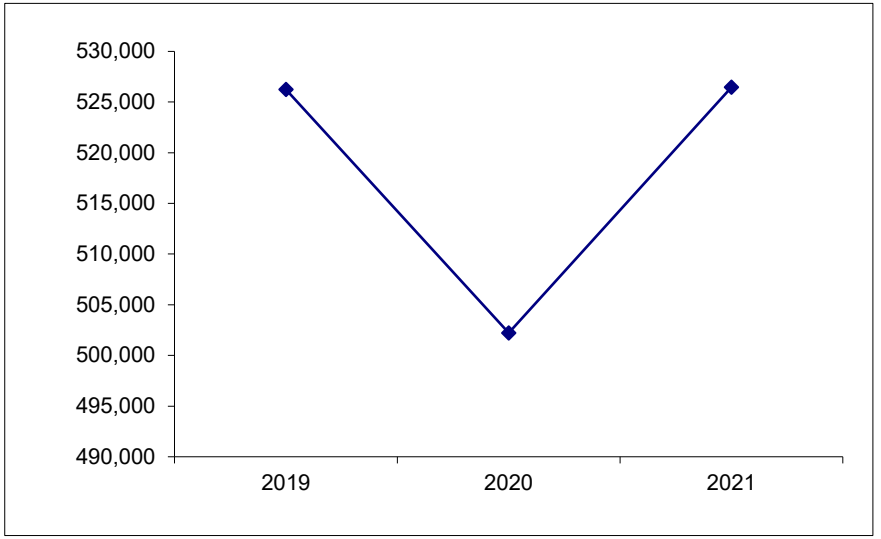
STATE VIDEO GAMING TAX

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	121,069.82	135,374.20	85,531.04	A
FEBRUARY	129,642.72	133,358.14	-	A
MARCH	116,228.18	135,317.97	85,406.97	A
APRIL	130,548.27	145,178.46	176,055.84	A
MAY	157,988.48	88,723.61	257,274.71	A
JUNE	135,512.70	39.42	244,342.98	A
JULY	135,376.29	-	223,954.03	A
AUGUST	122,730.26	-	110,000.00	B
SEPTEMBER	127,226.43	177,320.55	110,000.00	B
OCTOBER	129,578.06	157,242.88	110,000.00	B
NOVEMBER	127,002.06	159,595.88	110,000.00	B
DECEMBER	137,851.82	163,553.00	110,000.00	B
TOTALS	**1,570,755.09**	**1,295,704.11**	**1,622,565.57**	
		Current Budget	**1,320,000.00**	
		Projected Amt Over (Under)	**302,565.57**	



LOCAL LIQUOR LICENSE FEE

MONTH	2019 Actual	2020 Actual	2021 Year in Play	
JANUARY	-	3,717.17	3,988.53	A
FEBRUARY	200.00	1,287.22	-	A
MARCH	2,879.01	1,496.45	2,459.36	A
APRIL	14,200.00	-	2,017.91	A
MAY	291,950.00	-	194,556.16	A
JUNE	201,025.00	-	312,435.00	A
JULY	5,000.00	326,750.00	-	A
AUGUST	2,856.29	164,840.00	2,900.00	B
SEPTEMBER	5,931.68	2,245.73	5,900.00	B
OCTOBER	2,200.00	-	2,200.00	B
NOVEMBER	-	300.00	-	B
DECEMBER	-	1,588.00	-	B
TOTALS	**526,241.98**	**502,224.57**	**526,456.96**	
		Current Budget	**526,000.00**	
		Projected Amt Over (Under)	**456.96**	



DATE: 8/11/2021

MEMO: Finance Department

TO: Mayor Moore Wolfe,
Members of the City Council

FROM: Gregg D. Zientara

SUBJECT: City of Decatur 2020 Financial Audit

SUMMARY RECOMMENDATION:
Ms. Hope Wheeler, Partner with CliftonLarsonAllen, LLP, will present to the City Council information concerning the audit of the financial statements of the City of Decatur for the year ending December 31, 2020.

DATE: 8/11/2021

MEMO: Finance Department

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT:
Resolution Authorizing Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory Services

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Resolution	Cover Memo
CLA Engagement Letter	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: August 11, 2021

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory services

SUMMARY RECOMMENDATION:

City Administration recommends Council approval of the attached Resolution to authorize the Mayor and City Manager to enter into a professional service agreement with CliftonLarsonAllen, LLP ("CLA") for Auditing services and Non-Audit Advisory services whereby CLA will perform the independent audit of the financial statements of the City of Decatur for the year ended December 31, 2021.

BACKGROUND:

CliftonLarsonAllen, LLP has served as the City of Decatur audit partner and has performed independent auditing services for the City of Decatur since 2005.

The relationship has been and remains a satisfactory professional relationship benefiting the City of Decatur. The duration of the relationship and CLA acquired knowledge of the financial affairs of the City of Decatur, benefits the city with manageable audit fees resulting from CLA's acquired knowledge.

Based upon CLA estimate of the audit engagement work-scope, the fee for the engagement is $79,380, comprised of $75,600 audit fee and $3,780 technology fee, and includes two (2) federal grant program reviews in accordance with federal single audit requirements. Each additional federal grant program requiring federal single audit review will cost $5,000.

The CLA audit fee for the financial statements for the year ending December 31, 2021, is a 3% increase from the CLA audit fee for the financial statements for the year ending December 31, 2020.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

The audit work begins with audit field work in November, preceding close of the fiscal period to be audited. This schedule facilitates audit completion in accordance with the schedule as defined by the City of Decatur.

The budget includes coverage for the fee schedule proposed by CLA as included in this spending resolution request of the City Council.

RESOLUTION NO. R2021

RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR AUDITING SERVICES AND NON-AUDIT ADVISORY SERVICES

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

Section 1. That the Professional Service Audit Engagement Agreement presented herewith to the City Council between the City of Decatur, Illinois and CliftonLarsonAllen, LLP, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Manager be, and they are hereby, authorized and directed to sign said engagement agreement, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

CliftonLarsonAllen LLP
301 North Neil Street, Suite 205
Champaign, IL 61820

phone 217-351-7400 **fax** 217-355-9549
CLAconnect.com

August 9, 2021

City Council and Management
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Dear City Council and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Decatur ("you," "your," or "the entity") for the year ended December 31, 2021.

Hope Wheeler is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Decatur, as of and for the year ended December 31, 2021, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules, for the general fund and any major special revenue funds
3. GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Budgetary comparison schedules for other funds.
3. Combining statements.
4. State of Illinois Consolidated Year-End Financial Report (CYEFR).

A member of Nexia International

CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.

The following supplementary information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Statistical section.

2. Introductory section.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, related notes, and RSI (except MD&A).

- Preparation of supplementary information (except transmittal letter and statistical section).

- Preparation of depreciation schedules.

- Preparation of adjusting journal entries, if needed.

- Prepare the Data Collection Form.

- Preparation of the Annual Financial Report (AFR) for the State of Illinois Comptroller's Office.

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI

because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We will make reference to MCK CPAs & Advisor's audit of the Civic Center Authority in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We also will issue a written report on Illinois Municipal Code Subsection (q) Section 11.74.4-3 of Public Act 85-1142 upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing opinions on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the amounts and disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue recognition

- Capital assets

We plan to use an auditors’ specialist to assist with the evaluation of information technology controls.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific

procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will

consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on November 15, 2021.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s), and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the

objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, related notes, and RSI (excluding the MD&A) in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and RSI is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and RSI and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes, and RSI prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements, schedule of expenditures of federal awards, and RSI.

- We will prepare a draft of your supplementary information (excluding the transmittal letter and statistical section). Since the preparation of the supplementary information in accordance with the applicable criteria is your responsibility, you will be required to review, approve, and accept responsibility for the supplementary information prior to its issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on the supplementary information.

- We will propose adjusting journal entries, as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

- We will prepare the Data Collection Form. Management is responsible to review for completeness and accuracy before submitting to the Federal Audit Clearing House.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator, cognizant or oversight agency for audit, or pass-through entity, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a regulator, cognizant or oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested

from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Illinois, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by

you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. The base professional fees will be $75,600 and the technology fee will be $3,780. These fees include up to two major programs in the single audit. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimate.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis

- Processing immaterial adjustments through the financial statements

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork

- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Hope Wheeler, CPA
Principal
217-373-3139
Hope.Wheeler@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Decatur.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

DATE: 8/6/2021

MEMO: 2021-71

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Approve Professional Services Agreement with ADS Environmental Services to Perform the Water Distribution Leak Detection Survey Project. City Project 2021-39.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Professional Services Agreement between the City of Decatur and ADS Environmental Services to provide professional services for the Water Distribution Leak Detection Survey Project for a total not to exceed fee of $104,544.60. The agreement is for a period of 3 years beginning in September 2021 and ending on December 31, 2023.

BACKGROUND:
ADS Environmental Services has provided the City with cost effective leak detection services since 2008 with the last one completed in 2019. The total water distribution system has been surveyed 4 times over a 12-year period which identified 311 leaks totaling 4,419,000 gallons per day, nearly $5.5 million worth of water. Over this time period, annual leak detection surveys have saved the City over $8 for every $1 spent. New leaks occur at any time in a system as old as ours, regular leak detection services have a proven place in the City's regular water system operations.

Request for Proposals (RFP)
The City of Decatur advertised a Request for Proposals on May 21, 2021 to provide professional services to perform leak detection on approximately 500 miles of water main that includes fire hydrants and control valves in City's water system. On June 11, 2021, the City received proposals from the following firms:

Firm	Proposal Amount
ADS Environmental Services, Chicago, IL	**$104,544.60**
M. E. Simpson, Co., Inc., Valparaiso, IN	$178,475.70
Aquify, Chicago, IL	No Quote

City staff reviewed the proposals and recommends that Council approve a Professional Service Agreement with ADS Environmental Services as the firm best qualified to perform the work.

Scope of Work
The Water Distribution Leak Detection Survey Project will include the following:

1. Sonic leak detection equipment will be used to listen directly on all hydrants, main line valves and service valves to determine if leaks are present.

2. Locations that have been identified as potential leaks will be rechecked the next day.

3. All identified leaks will be pinpointed with an electronic leak correlator and marked for repair.

4. Make a record of all defective distribution system components that are noted in the course of carrying out field activities.

5. Provide City staff with identified leaks immediately so they can be repaired and rechecked by ADS technicians.

6. Prepare a final report summarizing the project with results of all tests and investigations. The report will include:
    a. Description of area surveyed,
    b. Comprehensive list of leak types,
    c. Estimated quantity of leaks found,
    d. Map sketches of locations,
    e. Inventory of defective system components,
    f. Map errors.

7. The project includes $14,400.00 for 9 emergency leak call-outs for ADS staff to travel to Decatur to find system leaks that are difficult to locate.

SCHEDULE: The services approved in this agreement will start in September 2021 and 1/3rd of the water distribution system will be inspected each year for the next 3 years with the project ending in December 2023.

PRIOR COUNCIL ACTION: Four leak detection projects have been approved and completed since 2008.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
None

LEGAL REVIEW: The Professional Services Agreement was sent to Legal for review June 25, 2021.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed Professional Services Agreement with ADS Environmental Services is for $104,544.60. Funding for this project was allocated in the FY2021-2023 Capital Improvement Plan and project costs will be paid from the Water Fund which is supported by water fees.

Staffing Impact: Staff time has been allocated for managing the project.

ATTACHMENTS:

Description	Type
Resolution to Approve Professional Services Agreement with ADS Environmental Services to Perform the Water Distribution Leak Detection Survey Project	Resolution Letter

RESOLUTION NO. _____

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ADS ENVIRONMENTAL SERVICES TO PERFORM THE WATER DISTRIBUTION LEAK DETECTION SURVEY PROJECT CITY PROJECT 2021-39

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

Section 1. That the Professional Services Agreement to perform the water distribution leak detection survey project, presented to the City Council herewith as Exhibit A and made part hereof, between the City of Decatur and ADS Environmental Services, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and ADS Environmental Services, for a total amount not to exceed $104,544.60.

PRESENTED and ADOPTED this 16th day of August 2021.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
WATER DISTRIBUTION LEAK DETECTION SURVEY PROJECT
CITY PROJECT 2021-39

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

ADS Environmental Services LLC

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

SCOPE OF WORK

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

SECTION I. GENERAL

A. CONSULTANT. The Consultant shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consultant in accordance with generally accepted Engineering standards.

B. NOTICE TO PROCEED. The Consultant shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.

C. TIME. The Consultant shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.

D. CITY'S REPRESENTATIVE. The City's representative to the Consultant shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.

E. EXTRA WORK AND CHANGE ORDERS. The Consultant shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consultant shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consultant and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consultant shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.

2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.

3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.

5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consultant's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.

6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.

7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION. Assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. FURNISH TECHNICAL INFORMATION. Furnish to the Consultant, as required for performance of the Consultant's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consultant may rely upon in performing the Consultant's services.

D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.

E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform the Consultant's services.

F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

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

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS. The City and the Consultant each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consultant shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other.

Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consultant in connection with this Project are public documents and, upon payment to the Consultant, shall remain the property of the City whether the Project is completed or not.

C. ESTIMATES OF COST (COST OPINION). Since the Consultant has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consultant's experience and qualifications, but the Consultant does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consultant shall maintain in full force and effect insurance policies as enumerated below.

2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.

3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.

4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.

5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consultant shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consultant shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consultant shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:

   a. Name and address of party insured.

   b. Name(s) of insurance company or companies.

   c. Name and address of authorized agent executing such certificate.

   d. Description of type of insurance and coverage afforded thereunder.

   e. Insurance policy numbers.

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

g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consultant shall provide the following:

a. Workers' Compensation:

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

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

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of, no less than, one million dollars ($1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars ($1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

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

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

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consultant is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information

and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

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

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

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

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

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

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

K. COPYRIGHT ASSIGNMENT. The Consultant assigns to the City any and all of Consultant's rights under copyright laws for work prepared by the Consultant, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consultant agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

L. NO BID RIGGING, BID ROTATION. The Consultant certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consultant is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consultant so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

M. NO DELINQUENT TAXES. The Consultant agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

N. DRUG FREE WORKPLACE. The Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consultant has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars ($5,000.00), the Consultant shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

A. BASIS OF BILLING. City shall pay the Consultant for all services rendered under this Agreement as set forth in Exhibit A

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

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

C. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consultant for work satisfactorily completed and shall be made by the City to the Consultant as soon as practicable upon submission of statements requesting payment by the Consultant to the City.

2. Monthly Progress Reports. The Consultant shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consultant shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consultant may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consultant under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consultant and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.

5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. Local Government Prompt Payment Act. The Consultant and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

D. PAYMENT UPON TERMINTATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consultant for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consultant also will be reimbursed for the charges of independent professional associates and consultants employed by Consultant to render Basic Services, and paid for services rendered during that phase on the basis of Consultant's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consultant's principals and employees engaged directly on the Project. In the event of any such termination, Consultant will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2021

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

_____
City Clerk

CONSULTANT

By: Joseph J Goustin Asst Tres
Joseph J Goustin Asst Tres (Aug 9, 2021 12:10 CDT)
Assistant Treasurer

Last Revised: 06/03/2021

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.

Water System Leak Detection Services

Proposal Prepared for the City of Decatur, IL – Due June 11th, 2021

Prepared By:

ADS ENVIRONMENTAL SERVICES®

June 11th, 2021

Mr. Randy Miller
City of Decatur, IL
Water Services Manager

Subject: **Proposal – Water System Leak Detection Services**

Dear Mr. Miller,

ADS Environmental Services (ADS) is pleased to submit our proposal to provide a water system leak detection program for the City of Decatur, IL. ADS has a highly trained technical staff of water leakage technicians who can provide the required services, in a cost-effective manner, for the City.

Our proposal is designed to provide you with an indication of our demonstrated technical competence and experience in this specialized field. ADS will use the latest technology in sounding correlation equipment and our engineers are trained experts in their use.

ADS has been performing specialized water distribution analysis since 1896. We also have conducted studies, trunk main surveys, water loss programs and special hydraulic investigations for many large cities and smaller communities throughout the United States, Puerto Rico, Canada, Mexico, Central America, South America and many other countries throughout the world. Our Water Group has worked with more than 6,000 utilities in 32 countries. Projects have ranged in size from small leak detection efforts completed in a matter of days to comprehensive water loss programs spanning many years. Finally, the ADS team has been assisting the City of Decatur, IL for more than 10 years, and our technicians have an outstanding knowledge of the services area described in the RFP.

We stand committed to providing a high level of service and professionalism on your project, if our team is selected again for this work. If you have any questions or comments, please feel free to contact me directly.

Sincerely,

Christopher Skehan, M.S.
Business Development Manager
ADS Environmental Services
(708) 341-9701
cskehan@idexcorp.com

Joseph J Goustin Asst Tres
Joseph J Goustin Asst Tres (Jun 8, 2021 20:02 CDT)

Joseph J. Goustin
Assistant Treasurer
ADS LLC
1-800-633-7246
jgoustin@idexcorp.com

Introduction of Firm

ADS Environmental Services, through its acquisition of the Pitometer Associates, is one of the largest water and wastewater service firms in the United States. We are a U.S.-based business formed to bring together several proven, established companies in their respective markets. ADS has evolved into a solutions-driven provider of environmental products and services that will create value for its customers, employees, and shareholders through technology, world-class service, and environmental leadership.

Corporate Office Information
ADS LLC
340 The Bridge Street
Suite 204
Huntsville, AL 35806
1-800-633-7246
www.adsenv.com

Chicago Office Information
935 W. Chestnut Street
Suite 405
Chicago, IL 60642
312-243-9440

ADS offers expert water distribution and sewer collection system analysis, specialty line stopping, and industry leading technologies for water and wastewater services. We specialize in the collection and analysis of accurate information about the efficiency of existing water and sewer systems. Our engineers and field technicians work closely with client representatives to help them solve flow, pressure and leakage problems in their systems. ADS is often called upon as a subcontractor to other firms because of the specialized work that we perform.

ADS LLC owned by IDEX Corporation. IDEX is an applied solutions company specializing in water and wastewater fluid and metering technologies, health and science technologies, dispensing equipment, and fire, safety and other diversified products built to its customers' exacting specifications. Headquartered in Lake Forest, IL, IDEX was founded in 1988 and stands for Innovation, Diversity and Excellence. They have operating facilities across five continents with more than 5,000 dedicated employees worldwide.

Statement of Qualifications

Effective distribution of water to local residents is vitally important to the growth of any community. Whether the distribution channels are to extend from an existing infrastructure, or the infrastructure itself needs to be repaired or engineered, numerous economic and environmental factors come into play; Regulatory requirements must be met; and revenue projections must be accurately assessed. Above all, environmental safety and efficient delivery must be achieved to ensure community acceptance. ADS offers the full complement of technology and resources necessary to solve your community's water distribution system needs.

The commodity that water systems deliver today has greater value than ever before. Water supply, treatment, storage, and pumping all add value to the water user. With mounting infrastructure costs and growing constraints on water resources, water system managers must strive to account for all of the water that travels from source to end users. Water accountability on the supply side is effective because it is under utility managers' direct control and water savings translate directly to cost savings. Water accountability analyses track water through the delivery system and identify potential areas for improvement.

ADS Environmental Services (ADS ES) has an extensive background in Water Audits, Special Hydraulic Measurements, District Measurements, and Leak Detection. ADS ES has provided these services in hundreds of cities across the United States. During several of these projects, important discoveries were made – such as open blow-offs and closed valves – to water leaks that would never surface, because the channel of water had found its way back into a storm water pipe. These examples led to savings of millions of dollars and improved water delivery after the problems were remedied.

The Pitometer water group has led the water industry in diagnostic water services since 1895. Pitometer Associates originally devised the Water Loss Survey and this has become the modern IWA/AWWA Water Audit. Their experience in water services is unmatched in the water industry. This includes many of today's techniques in leak survey services, meter testing, and other water loss analysis services. With the recent acquisition of Pitometer assets by ADS, these two organizations have joined together to offer utilities world class distribution and collection system diagnostics. The knowledge and experience of Pitometer are enhanced with the resources, expertise, and strength of ADS. ADS Environmental Services has the capability to mobilize and implement the largest and most challenging water and wastewater projects - with 23 locations throughout the United States and Australia, the most experienced operations team in the industry, and over a century of water distribution system knowledge and refined processes. The Pitometer Group of ADS provides comprehensive water services from water audits to complete diagnostic services including: district flow measurement, leak detection, pressure surveys, meter testing, fire flow testing, valve exercising, and hydrant flushing.

ADS has the equipment, knowledge, and experience to carry out every aspect of this project as outlined in the Request for Proposal. We also have experience performing this type of work for the City of Decatur, IL for more than 10 years!

Project Approach and Understanding

For this project, ADS would utilize a standard approach and methodology for an acoustic leak detection survey outlined by the AWWA and with details taken from the M-36 water loss control manual. Some of the highlights of this approach include:

- ✓ **Comprehensive Leak Detection Survey** – ADS will conduct a leak detection/location survey with sonic detection equipment on the entire distribution system over a 3-year period and as outlined in the RFP. Approximately 1/3 of the system will surveyed annually by making physical contact and listening on all hydrants and selected main line valves and b-box or service valves with highly sensitive sound intensifying instruments.

- ✓ **Leakage Investigation and Pinpointing** – In areas showing indications of leakage, or when the leakage technician suspects they may be hearing a leak through sound amplification, ADS will thoroughly investigate the mains and services with an electronic leak correlator to pinpoint the leak location for repair. All leak locations will be reported daily back to the City representative.

- ✓ **Ground Listening Instrumentation** - May be used when normal contact points are unavailable or cannot be created within a reasonable distance. If absolutely necessary, ADS may utilize probe rods and a sound amplification device to minimize listening distances during the survey. Probe Rods are rarely used in a modern leak survey, since industry leading sound amplification devices and leak correlators offer superior results, even when listening distances are greater than 300ft.

- ✓ **Systems Documentation** – ADS will record all defective system components such as valves, hydrants and curb stops, as well as any map errors, that are noted in the course of carrying out other field activities.

- ✓ **Project Deliverables** – ADS will prepare a final report showing the results of all tests and investigations. The report will include the location and estimated quantity of leakage found and cost benefit analysis of the survey, as well as the inventory of defective system components and map errors. Leakage tickets will be submitted daily or every 2 days as outlined in the RFP.

- ✓ **Emergency Leak Services** – ADS and our leakage technicians are located in the State of Illinois, and our team can provide emergency leak services, as needed and as requested, and as emergency situations occur.

Scope of Services/Methodology

ADS will conduct a leak detection/location survey with sonic detection equipment on the City's water system. We will survey the total length of water main over 3-years (33% per year) estimated to be 495.3 miles, and monitor the system by listening directly on all hydrants and selected main line valves, b-box, and service valves with highly sensitive sound intensifying instruments. For a project of this size, we propose two days sounding of the system followed by one day of resounding and correlating at each potential leak location. This approach will provide a set of organized results for the report that can be submitted to the city each week. ADS will perform two full days of sounding the system and marking down the potential leak sounds. One day will then be taken to return to those locations to see if the sound is still present. The sound may simply be due to usage and resounding will determine whether it is a leak sound. If it is a leak sound, the location will be further investigated with the electronic correlator.

ADS will thoroughly investigate the mains, hydrants, valves and/or services with an electronic leak correlator and ground microphone to pinpoint the leaks for repair. Leak locations will be marked with Precautionary Blue Paint unless otherwise noted by the City. ADS will always recommend that all identified leaks be repaired while ADS engineers/technicians are still working in the city so that the immediate area can be sounded again in case another leak may have been masked by the original leak noise.

Listening distances will not exceed 500 ft., when possible. On particularly difficult to find leaks Hydrophone sensors or Ground Mics may be deployed to assist the pinpoint of the leak. ADS will also record all defective system components – such as valves, hydrants and curb stops – as well as any map errors that are noted in the course of carrying out the field activities. We will be able to conduct the vast majority of the survey during normal working hours outlined in the RFP documentation. In areas with a high traffic volume or heavy background noise, ADS will perform this work during off-hours and will provide the City with the necessary notice. ADS will provide all necessary traffic control for this project.

Equipment

ADS is unique in that we use a number of industry leading technologies to perform our leak detection surveys. Our primary equipment includes the Fluid Conservation Systems (FCS) S-30 and/or the ADS/Primayer Mikron Leak Surveyor for sounding the leaks and the Echologics LT Leak or ADS/Primayer Digital for pinpointing the leaks. Echologics and Primayer are leaders in the manufacture and service of leak detection equipment. Our leak technicians use this equipment for leak surveys and emergency leak calls on a daily basis and continue to have good success with it. In those areas of the leak survey with very high traffic volume, we may use a second leak detection device to supplement the work of the Echologics LT Leak correlator. The ADS/Primayer Enigma – used by our leakage technicians on many of our most recent leakage surveys in the Midwest region – combines sound logging and correlation. Up to six correlating "pods" can be deployed in an area on hydrants or valves. The pods can be programmed to sound and correlate with each other at a particular time of day (for example, during nighttime hours when traffic and other noises are minimized). The information from the pods is then downloaded to a laptop computer and analyzed to determine if and where there are leaks in the target area.

echologics A Mueller Technologies Company Primayer FCS Fluid Conservation Systems

Classification of Leaks

ADS will classify all leaks as outlined in the RFP documentation. These are defined as:

Classification	Definition
Class 1	Any leak which is hazardous in terms of potential undermining, possibly resulting in surface collapse, encroachment and / or damage to nearby utilities, commercial or private properties or leaks severe enough to warrant immediate repair.
Class 2	All leaks that display water losses significant enough to be monitored on a regular repair schedule.
Class 3	Relatively small leaks that should be repaired as workload permits.

Reporting

We will meet with the designated City representative on daily basis and deliver any leak reports from the previous day's work. Leak sheets will be prepared with a sketch of the location, leak classification and estimated water loss. We will also prepare a progression map with symbols that indicate leaks and classification corresponding to the leak report. ADS will prepare and submit a consultant's weekly report to City's designated representative that will include:

- Miles or Feet surveyed that week
- Miles or Feet surveyed to date
- Total estimated water loss
- Number of leaks and suspected locations
- Hours worked that week

Final Report

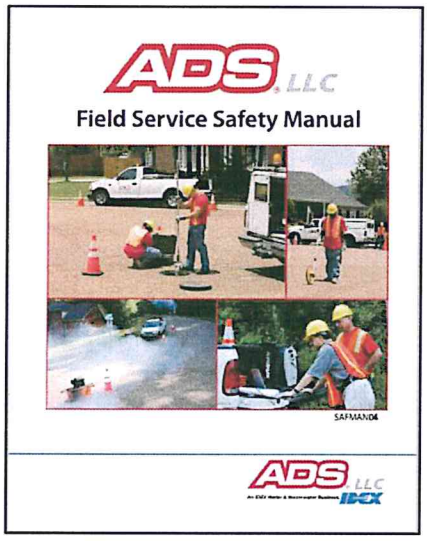
Our final report will summarize the project and show the results of all tests and investigations. Three hard copies of this report will be included and will include:

- An Executive Summary showing time spent on the project
- A description of the area surveyed
- An overview of the methodology and equipment used for the survey
- A comprehensive list of all leak types and locations and estimated quantity of leakage found
- An inventory of defective system components and map errors encountered during the survey
- Sketches of the individual leak locations
- Estimated benefits-to-costs resulting from completing the leak survey effort
- Estimated water loss from the leaks discovered during the survey

Schedule of Work

ADS will be available to start the survey within three weeks of having a signed agreement. Based on the number of miles, it is estimated that the field portion of the project will take 25 to 30 working days to complete. The leakage crew can usually cover approximately five (5) to seven (7) miles of pipe per day during the sounding phase, depending on weather and traffic conditions. The time needed to pinpoint leaks depends upon the number of leaks discovered and their level of difficulty. As previously discussed, we have found that two days of sounding the system should be followed by one day of resounding and correlating at each potential leak location. The leak survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours if necessary in areas of high traffic volume. The final report will be submitted within 30 days of the end of the field work.

Formal Safety Program



ADS has an integrated, comprehensive safety process that is led by a full time Safety Manager with over twenty-five years of ADS experience. The safety program encompasses training, audits, equipment and procedures necessary to meet federal, state and local safety requirements. Training includes confined space entry certification, personal protective equipment, blood borne pathogens, gas meter operation, hazard communication, defensive driving, and first aid/CPR, and a comprehensive physical biannual examination. Each field crew carries all necessary communications, safety, confined space entry and traffic control equipment that meets or exceeds NFPA specifications. A safety plan that documents ADS safety protocols can be submitted for informational purposes if requested. ADS's safety program is industry leading. Many other companies and municipalities have used our program as a model for their own.

All ADS Employees will wear a clearly marked uniformed shirt with a company logo. In addition, employees will often carry company issued identification cards with critical contact information. It has been suggested that a copy of our safety program be included in the RFP. Our safety manual is over 157 pages in length. If requested, ADS will supply a full copy of this manual to any city staff members who would like to review it. **To save space and avoid a lengthy RFP submission, a fully copy of our formal safety program manage is available upon request.**

Estimated Project Timeline

ADS has outlined the estimated project timeline, where the City and ADS have a fully signed agreement in place by August 1, 2021.

- **Kickoff Meeting (live or Virtual):** August 2nd, 2021
- **Field Work Starts:** August 4th, 2021
- **Leakage Reports:** Ongoing during field work (Daily)
- **Field Work Ends:** September 10th, 2021
- **Final Report:** October 10th, 2021 (or within 30 days after completed survey)
- **Years 2 & 3:** ADS will work with the City to find the best possible schedule for years 2 & 3

Proof of Sufficient Financial Health

Our pipeline experience dates back to 1896, the year in which Pitometer Associates, Inc. (now part of the ADS organization) was founded. ADS has continued to build upon Pitometer Associates' reputation for providing quality pipeline services to local communities and reducing water loss. Our combination of quality, service, regulatory knowledge and local focus is the reason we have been around for more than a century. As a result, ADS has become the industry leader in local water distribution and sewer collection system solutions for more than 40 years. Further, we are a division of the IDEX Corporation, a publicly traded company on the NYSE.

Acceptance of Conditions

ADS affirms the acceptance of all conditions or requirements contained in the Request for Proposals. ADS does not have any employees, spouses, or children who are employed for the City of Decatur, IL.

Project Experience

CHICAGO, IL – Hydraulic Engineering Services for the Department of Water Management

ADS initially began working with the City of Chicago in 1904 and did so periodically until 1960. Since 1960, we have partnered with the City on consecutive year-long projects. During that time, major ADS projects have saved the City millions of dollars in lost revenue. We have completed numerous projects for the Water Department including a comprehensive leak detection survey program from the 1990s to current. Some of the recent highlights of these surveys include:

Year	Miles Surveyed	# of Leaks Found	Annual Water Loss
2020	1980 miles	731 leaks	8.5 MGD
2019	1828 miles	659 leaks	7.0 MGD
2018	1734 miles	600 leaks	6.7 MGD
2017	1783 miles	829 leaks	10.1 MGD
2016	1557 miles	793 leaks	9.4 MGD
2015	1082 miles	661 leaks	8.1 MGD

(data available to 6/1/21)

ADS will continue to provide our leak detection services in 2021 which will also include much of the City's larger diameter water mains. We also anticipate continued services into 2022 and 2023.

We conduct services at the request of the City of Chicago Water Department which serves the City and 118 surrounding suburbs. The department oversees two filtration plants – South Water Purification Plant and Jardine Water Purification Plant – that serve a population of 5,000,000 people and deliver an average of 376 billion gallons of water per year with an average daily pumpage of 727 million gallons to the City and 303 million gallons to the suburbs. The City of Chicago water system covers an area of 228 square miles in the City and 524 square miles in the suburbs. The water distribution system consists of 4,233 miles of main ranging in size from six to 60 inches.

Albert Wtorkowski P.E.
Coordinating Engineer II
Department of Water & Sewer
Management – Jardine Water Plant
City of Chicago, IL 60611
(312) 742-3619

Firms Involvement: 1904 – Current

Total Annual Cost: $1,500,000+

Project Manager: Steve Huggins, PM

Naperville, IL – Water System Leak Survey Services

ADS Environmental Services has been providing leak detection services in the City of Naperville since 2014. Starting in 2018, the City found it to be a better return on investment (ROI) to conduct 2 full system surveys each year. The results have been promising, with ADS finding around 59 leaks over the course of 6 surveys.

The purpose of this program is to identify water loss, increase the efficiency of the distribution system and recover lost revenue and lower operating costs. The areas which are surveyed encompasses all public and private distribution mains and fire lines.

ADS is required to use "state-of-the-art" leak detection equipment, and so our team is equipped with Echologics Leak Finder systems that allow for real-time leak correlations on both metallic and non-metallic pipes.

Year	Miles Surveyed	# of Leaks Found	Annual Water Loss
2020 (Fall)	748 miles	62 leaks	454,000 gpd
2020 (Spring)	748 miles	58 leaks	296,000 gpd
2019 (Fall)	733 miles	67 leaks	506,000 gpd
2019 (Spring)	733 miles	56 leaks	503,000 gpd
2018 (Fall)	733 miles	61 leaks	1,535,000 gpd
2018 (Spring)	733 miles	41 leaks	552,000 gpd
2017	733 miles	40 leaks	508,000 gpd
2016	694 miles	32 leaks	363,000 gpd
2015 (Fall)	694 miles	43 leaks	629,000 gpd
2015 (Spring)	694 miles	50 leaks	503,000 gpd
2014	498 miles	36 leaks	402,000 gpd

Mr. Mark Klossing
WD&M Supervisor
City of Naperville
1200 W. Ogden Ave.
Naperville, IL 60503
(630) 420-6741

Firms Involvement: 2014 – 2021

Total Annual Cost: $165,000 (2 surveys)

Project Manager: Steve Huggins, PM

DECATUR, IL – Multi-Year Leak Detection Program for the Department of Water Management

A leakage investigation on 176 miles (~1/3) of the City's water distribution system has been conducted since 2008. This included listening on all hydrants and strategic main line valves and selected B-Box service valves using sensitive sound intensifying instruments. A subsequent investigation was conducted in all suspect areas where indications of leakage were detected by using an electronic leak correlator to pinpoint the leaks for repair. ADS also performed correlation on 7 water mains that have been identified as river or lake crossings to ensure no leakage is occurring on these mains. Additionally, ADS was contracted to perform Master Meter testing at 11 meters, 5 of which were water treatment plant meters and 6 which were large commercial meters. This project was also featured in Municipal Water and Sewer in January of 2011, showing a 5:1 return on investment from 2008 to 2010.

"We're always looking at our water accountability. You're always upgrading your meters to make sure they're accurate. This was just one piece of the puzzle: Let's find some leaks that we can't see."
Randy Miller, Water Services Manager City of Decatur, IL

"We had about a 17% apparent water loss between what we pump out of our water treatment plant and what we bill to our customers. We thought one of the most important ways to start toward lowering that percentage was to do a systemwide leak detection survey." "Certainly we had the majority of our water loss through our water mains. But the amount that we were losing from hydrant leaks and water service leaks surprised me. I didn't expect those numbers to be as high as they were. Those are easy fixes that we were able to do right away."
Keith Alexander, Director of Water Management City of Decatur, IL

Years	Miles Surveyed	# of Leaks Found	Annual Water Loss
2017-2019	528 miles	56 leaks	1,093,000 gpd
2014-2016	528 miles	71 leaks	1,278,000 gpd
2011-2013	528 miles	89 leaks	847,000 gpd
2008-2010	528 miles	75 leaks	516,000 gpd

Randy Miller
Water Manager
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523
(217) 875-5705

Firms Involvement: 2008 – Current

Total Annual Cost: $30,000 Project

Manager: Steve Huggins, PM

Staff and Resumes

ADS Staff who will be utilized for this Project

	NAME	TITLE	CAREER HIGHLIGHTS
	Steve Huggins SHuggins@idexcorp.com **(312) 243-9440**	Project Manager	• **25 Years of Hydraulic Services Management** • Primary Project Lead for all Illinois & Indiana Work • Project Coordination in Leak Survey Services • Technical Report Writing • Highly Skilled in Data Management and Water Loss Reports

	Terry Keeling
	TKeeling@idexcorp.com
	(312) 243-9440
		Leak Technician	• **15 Years of Leak Detection Experience**
			• Experience in Hydraulic Engineering services including flow and pressure measurements, hydraulic grades, fire flow tests, valve turning, and leak detection
			• Lead Leak Technician for:
			  ○ Chicago, IL
			  ○ Skokie, IL
			  ○ Woodridge, IL
			  ○ **Decatur, IL**
			• Thoroughly trained in the FCS and Echologics leakage equipment

	*Victor Colon
	VColon@idexcorp.com
	(312) 243-9440
		Leak Technician	• **5 Years of Leak Detection Experience**
			• Experience in Hydraulic Engineering services including leak detection, flow and pressure measurements, fire flow tests, valve turning, and water distribution system analysis
			• Lead Leak Technician for:
			  ○ Darien, IL
			  ○ Crystal Lake, IL
			  ○ **Decatur, IL**
			• Thoroughly trained in the FCS and Echologics leakage equipment

	*Ana Tarina
	ATarina@idexcorp.com
	(312) 243-9440
		Data Analyst	• **10 Years of Experience**
			• Experienced in Technical Reporting, Data QAQC, Mapping, GIS, and Analysis
			• Lead Analyst for all Water Services work performed by ADS
			• Project Include:
			  ○ Chicago, IL (GIS & report)
			  ○ Crystal Lake, IL (report)
			  ○ **Decatur, IL (GIS & report)**
			  ○ **Naperville, IL (GIS & report)**

*Full Resumes are available upon request – and if they should they be needed. Staff details were summarized to stay within the page limitations required in the RFP.

Steve Huggins

Project Manager – Project Lead

18+ Years of Experience on managing Leak Detection Projects in Illinois!

935 W. Chestnut Street – Suite 415, Chicago, IL 60642
www.adsenv.com - shuggins@idexcorp.com - (312) 243-9440

- Project Manager for ADS & Decatur, IL since 2008
- Manages all Leak Technicians assigned to Illinois Projects
- Team Lead for all ADS Water Loss Control Studies
- Highly Skilled in Data Management and Water Loss Reports

Skills

Hydraulic Engineering Services	★★★★★★★★★★
Water Loss Control Reports	★★★★★★★★★½
Data Management	★★★★★★★★★★
Valve Assessment and Exercising	★★★★★★★★★½
"C" Factor Testing, Flow Testing, Pressure Testing	★★★★★★★★★★

Projects

DECATUR, IL - LEAK DETECTION SURVEY **2008 – 2019**

Currently the Project Manager for the City of Decatur, IL Leak Detection Program. Following a successful project in 2008, ADS has been awarded multi-year projects surveying the entire water distribution system, usually surveying 1/3 of the system annually. Steve's team has assisted the City with emergency leak callout as they arise and has also assisted the City in larger diameter water meter testing services, from time-to-time, to confirm the accuracy of the meters.

CHICAGO, IL - HYDRAULIC ENGINEERING SERVICES **2000 – 2022**

Currently the Project Manager for the Chicago, IL Hydraulic Engineering Services. Mr. Huggins is responsible for the coordination and management of the entire project team. Mr. Huggins is dedicated to ensuring work is completed on-time and within budget for the City of Chicago DWM staff. Other duties include the day-today assignments that are issues by the City, progress reports, project meetings, and field testing results and reports.

Education

CHELTENHAM AND GLOUCESTER COLLEGE **1991**

HNC/ONC in Civil Engineering (B.S.)

Major Projects

Project / Utility	Project Manager Commitment (%)
Chicago, IL	65%
Naperville, IL	10%
Lockport, IL	10%
Other Projects (as needed)	15% (D.U.R.)

Project Cost Estimates

Anticipated 3-Year Project Costs Estimates

3 YEAR LEAK DETECTION PROPOSAL SHEET			
	Miles	**Unit Price**	**Total**
Year 1 - 2021	165.1		$30,048.20
Year 2 - 2022	165.1		$30,048.20
Year 3 – 2023	165.1		$30,048.20
3-YEAR TOTAL	495.3		$90,144.60
Emergency Leak Call-Outs	9 Call-Outs	PER CALL-OUT $1,600 Each	$14,400.00
TOTALS			**$104,544.60**

CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY:_____
(Signature) (Title)

Dated this ____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion)
Number pages "C-1", "C-2" and so on.

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

Change Order

Date: _____
Request No. _____ ☐ Final

Consultant: _____
Address: _____
_____

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

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

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

State fully the nature and reason for the change order _____
_____
_____

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

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

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

Recommended _____ Public Works Director _____ Date

Approved _____ Mayor _____ Date

Attested _____ City Clerk _____ Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2021

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com FAX 212 948-0770	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED ADS LLC 340 The Bridge Street, Suite 204 Huntsville, AL 35806	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company — 23035 **INSURER B :** XL Specialty Company — 37885 **INSURER C :** Liberty Insurance Corporation — 42404 **INSURER D :** Indian Harbor Insurance Company — 36940 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-009888142-01 **REVISION NUMBER:** 5

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			TB2-681-004088-041	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AS2-681-004088-031	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			US00087890LI21A	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-68D-004088-511 (AOS) WC7-681-004088-011 (WI, OR)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional and Contractors Pollution Liability			PEC002263314 Retro Date: 04/01/2007	12/31/2020	12/31/2021	Each Claim/Aggregate SIR	1,000,000 100,000

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

RE: Water System Leak Detection Services

City of Decatur and its officers and employees are included as Additional Insured with respect to General and Automobile Liability coverages as required by written contract, subject to policy terms and conditions. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Named Insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

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

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

Exhibit G

CONSULTANT'S DISCLOSURE AFFIDAVIT

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

STATE OF _____)
) ss.
COUNTY OF _____)

SECTION I. BUSINESS STATUS STATEMENT

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

A. ADS Environmental Services LLC (Hereinafter "Consultant") is a:
Company Name

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consultant's Federal Tax Identification Number is _____.

B. CORPORATION

The State of Incorporation is _____

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
_____ Name	_____ Company Address, Principal Office
_____ Address	_____ City, State, Zip
_____ City, State, Zip	_____ Telephone Facsimile
_____ Telephone	_____ Website

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

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

See attached resolutions ___ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

The business address is 340 The Bridge Street, Suite 204, Huntsville, AL 35806

Telephone: (256)430-3366 _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is_____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract ___X___ None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTANT

Joseph J Goustin Asst Tres

Joseph J Goustin Asst Tres (Aug 9, 2021 12:10 CDT)

Signature

Joseph J. Goustin

Printed Name

Assistant Treasurer

Title

SUBSCRIBED and SWORN to before me this 9th day of August, 2021.

Katherine Lynn McAuley

Notary Public

KATHERINE LYNN MCAULEY
My Commission Expires
August 23, 2022

ADS LLC

CONSENT OF SOLE MEMBER WITHOUT A MEETING

The undersigned, being the sole Member of ADS LLC, a Delaware limited liability company (the "Company"), does hereby consent that a meeting of the Company be dispensed with, for the purposes hereof, and does hereby take the following action by written consent pursuant to the provisions of Section 18-302(d) of the Limited Liability Company Act of the State of Delaware and the Amended and Restated Limited Liability Company Agreement dated January 1, 2008:

Appointment of Managers	**RESOLVED**, that Brian Truesdale, Bret A. Prybylski and Aqua Netta E. Washington be, and they hereby are, elected to serve as managers of the Company, to serve until their successors have been elected and qualified or until their earlier resignation or removal.

Dated: As of March 1, 2021

NOVA TECHNOLOGIES CORPORATION

By: Denise R. Cade
Name: Denise R. Cade
Title: Vice President

ADS LLC

ACTION BY MANAGERS WITHOUT A MEETING

The undersigned, being all of the managers of ADS LLC, a Delaware limited liability company (the "Company"), do hereby consent that a meeting of the managers of the Company be dispensed with, for the purposes hereof, and do hereby take the following action by written consent pursuant to the provisions of Section 18-404(d) of the Delaware Limited Liability Company Act and the Amended and Restated Limited Liability Company Agreement dated as of January 1, 2008:

Adoption of the following resolution:

Election of Officers

RESOLVED, that the following persons shall serve as officers of the Company in the positions set forth opposite their names below until the next meeting of the managers or until their successors have been duly elected and have qualified:

Netta Washington	-	President
Brian Truesdale	-	Vice President
Bret A. Prybylski	-	Vice President and Treasurer
Denise R. Cade	-	Vice President and Secretary
Lisa M. Anderson	-	Vice President and Assistant Secretary
Joseph J. Goustin	-	Assistant Treasurer
Ramona Fether	-	Assistant Treasurer
Jenna M. Myszak	-	Assistant Treasurer
Benjamin G. Krajcir	-	Assistant Treasurer

Signing Authority

RESOLVED, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Segment/Group Executive/President be, and hereby

is, authorized to sign any contract for any IDEX Subsidiary within his or her Segment/Group; and be it further

RESOLVED, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Segment/Group Vice Presidents, Segment/Group Controllers and Segment/Group Director Level Personnel be, and hereby are, authorized to sign any routine contract within the normal scope of his or her duties and responsibilities for any IDEX Subsidiary within his or her Segment/Group; and be it further

RESOLVED, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Unit Presidents, Managing Directors, and General Managers be, and hereby are, authorized to sign any contract for any IDEX Subsidiary within his or her Unit; and be it further

RESOLVED, that subject to IDEX Delegation of Signing Authority and IDEX Corporate Policies, the Unit Vice Presidents, Unit Controllers and Unit Director Level Personnel be, and hereby are, authorized to sign any routine contract within the scope of his or her normal duties and responsibilities for any IDEX Subsidiary within his or her Unit; and be it further

RESOLVED, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Elected Officers of an IDEX Subsidiary be, and hereby are, authorized to sign any contract for such IDEX Subsidiary.

Counterpart Signatures

RESOLVED, that this Action may be executed (i) in one or more counterparts, each of which is deemed an original and all of which taken together constitute one and the same instrument, and (ii) by a manager using a facsimile signature, in which case the other managers and the Company are entitled to rely on such facsimile signature as conclusive evidence that this Action has been duly executed by such managers.

Dated: As of March 1, 2021

Brian Truesdale

Bret A. Prybylski

Aqua Netta E. Washington

DATE: 8/6/2021

MEMO: 2021-72

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Dan Mendenall, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT: Resolution Accepting the Texas BuyBoard Purchasing Contract Holder Price from TYMCO Inc. for the Purchase of Two (2) Street Sweepers.

SUMMARY RECOMMENDATION:
Staff recommends awarding a contract in the amount of $603,917.02 to TYMCO, Inc. for two (2) TYMCO Model 500x High Dump Street Sweepers to replace two (2) 2007 Pelican Mechanical Street Sweepers.

BACKGROUND:
The Public Works Department has budgeted the replacement of a street sweeper in this year's budget and proposes one for next year's budget. The expected delivery date for these vehicles is 5-6 months. One should be received prior to the end of this fiscal year and the second at the beginning of Fiscal Year 2022. It is desired to order both at the same time to assure identical machines, early delivery of the second unit, and to beat expected cost increases beginning September 1.

Street Sweepers
For many years the City has used mechanical sweepers, which rely on brooms to gather debris and sweep them into the hopper. Regenerative air sweepers use continuously recirculating air to blow a high-pressure blast of air onto the pavement surface and then vacuum up loosened debris. Mechanical sweepers have many moving parts and are highly maintenance intensive. Over the past 15 years, the City has averaged over $10,000 a year in maintaining the mechanical sweepers as opposed to other cities reporting around $1,000 a year for regenerative air sweepers.

Regenerative air sweepers generally cost about $50,000 more than regular mechanical sweepers. Over the 10-year life of the sweeper, the City can expect to more than recoup the added cost in reduced maintenance while experiencing a better end product. In order to improve cleaning efficiency and capability while significantly reducing maintenance costs, it is recommended that the City move toward using regenerative air sweepers rather than mechanical.

Field Testing and Competitive Quotes
Over the past year, Public Works staff has reviewed and tested the top 3 regenerative air and vacuum sweepers on the market. The clear favorite and best performing machine was the TYMCO 500x. Other municipalities using the TYMCO machine rate it very high in overall performance and low ongoing maintenance cost.

Quotes were received from the vendors of the machines tested:

Vendor	Quote
Schwarze Industries A8 Twister	$580,000
TYMCO 500x Air Sweeper	$603,917.02
Elgin Whirlwind	$620,000

The TYMCO air sweeper clearly out performed the other sweepers in field testing performed by City staff on City streets. It was more consistent in debris pickup, it had a tighter turning radius, and a better maintenance track record. In addition, it rated very well with other municipalities for performance and maintenance. As shown on the table, the machine's quoted about $10,000 apart, with the TYMCO sweeper in the middle. It is staff's opinion, based on the field tests, that the TYMCO sweeper is the best value.

City staff recommends the TYMCO regenerative air sweeper as an excellent addition to the City's fleet to replace two 2007 mechanical street sweepers that have exceeded their useful life. The replaced units will be traded in toward the cost of the new sweepers. The TYMCO 500x Air Sweeper quote is from the Texas BuyBoard which is their lowest bid price for the unit.

Another possible advantage to purchasing a vacuum sweeper is that it may be more effective at picking up litter and discarded debris. There is an increasing quantity of litter on Decatur streets, so street cleaning equipment that is more efficient in picking up plastic bottles, fast food waste and other litter is becoming increasingly important.

PRIOR COUNCIL ACTION:
None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Fleet Maintenance wrote bid specifications based on Municipal Services needs and input.

LEGAL REVIEW: There are no contracts for Legal to review.

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services

Manager. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:
Funding for one street sweeper is provided in the current budget and the second will be proposed in the 2022 budget. The proposed resolution effectively approves purchase on one unit in 2021, and puts the other in the 2022 budget.

ATTACHMENTS:

Description	Type
2021-72 Resolution Accepting the Texas BuyBoard Purchasing Contract Holder Price from TYMCO Inc. for the Purchase of Two (2) Street Sweepers	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE TEXAS BUYBOARD PURCHASING CONTRACT HOLDER PRICE FROM TYMCO INC. FOR THE PURCHASE OF TWO (2) STREET SWEEPERS

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

Section 1. That the quote of the price received for two (2) TYMCO Model 500X High Dump Street Sweepers, quote presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of TYMCO Inc., in the amount of $603,917.02, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and TYMCO Inc., for their price of $603,917.02.

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 16th day of August 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

BuyBoard Price List - Contract 597-19 Dec. 1, 2019 - Nov. 30, 2021

PLEASE MAKE P.O. TO TYMCO, Inc. Date: 2/8/2021

Customer: City of Decatur, IL QUOTE #1 REVISED 2/8/2021 Person Quoting Kaye Morgan

Base Model TYMCO 500x BAH - Includes: Amber Beacon Light - LED; Auxiliary Engine - John Deere 4045T 4 Cyl.; 4.5L, turbo charged, 115 HP Final Tier 4 - FT4; Auxiliary Hydraulic System; Back-Up Alarm; Broom Assist Pick-Up Head (BAH); DUO skids; Dust Control System; Engine Protection System; Floodlights on Rear (2), Right Side (1); Gutter Broom Tilt Adjuster - Right and Left Side; Gutter Broom Variable Speed; High Capacity Dust Separator; Hopper Drain System; Hopper Lift - Two Stage Scissor Lift with Stabilizers; Hydraulic Tank Sight/Temperature Gauge; Instruments in Cab - BlueLogic Controlled; Multiplexed Control System that integrates control panel to all sweeper functions, Dump Control in cab, Multi-function BlueLogic display for sweeper and engine; Linear Actuator Throttle-Pressure Bleeder; Rear Mounted Alternating/Flashing Lights-LED (4); Rubber Lined Blower; Severe Weather wiring; Stainless Steel Hopper; Storage Compartment 4.5 cu.ft.; Suction Inlet Liner; Twin Gutter Brooms, Floodlights, Parabolic Mirrors; Water fill Hose & Rack - REQUIRES CHASSIS OPTION

Qty		Price	BB Disc. Price	Net
1	**Base Model TYMCO Model 500x**	206,000.00	185,400.00	185,400.00
1	Abrasion Protection Package	1,200.00	1,080.00	1,080.00
1	A.O.D. Washdown System w/Spray Gun w/Trigger control	2,300.00	2,070.00	2,070.00
1	Arrow Stick (Traffic Directing Light - LED - SAE Class 1)	1,200.00	1,080.00	1,080.00
2	Gutter Broom - Drop Down (requires tilt) each	1,000.00	900.00	1,800.00
1	High Output Water System	875.00	787.50	787.50
1	Hopper Load Indicators	500.00	450.00	450.00
1	Hopper Screen Vibrator - Pneumatic	1,750.00	1,575.00	1,575.00
2	Hopper Vibrator - Electric	2,100.00	1,890.00	3,780.00
1	Pick-Up Head Removable Front Curtain Set	285.00	256.50	256.50
1	Pick-Up Head Front Curtain Lifter	1,750.00	1,575.00	1,575.00
1	Pick-Up Head Pressure Inlet Water Injection System	2,050.00	1,845.00	1,845.00
1	Sweeper Deluge System	1,150.00	1,035.00	1,035.00
1	2020 Freightliner M2: 33,000 GVW, Diesel, AC, Air Suspension, Air Seats, AM/FM Radio; Dual Steering	99,500.00	89,550.00	89,550.00
	Unpublished Options			
1	2022 Freightliner M2-106 - 2 speed; 33,000 GVW, Chassis UPGRADE	4,900.00	4,410.00	4,410.00
5	LED Floodlights - Exchange (2 - Gutter Brooms; 2 - Rear; 1 - Chute)	150.00	135.00	675.00
2	LED Floodlights - Additional (2 - Pick-Up Head each side)	250.00	225.00	450.00
1	Camera/Monitor System - 3 cameras (Rear; Pick-Up Head View from Right & Left sides)	3,700.00	3,330.00	3,330.00
1	Water Tank Level Gauge in Cab	700.00	630.00	630.00
1	Hydrant Wrench	75.00	67.50	67.50
3	Additional Nozzle w/Separate Switch - LGB; RGB; Hopper	475.00	427.50	1,282.50
1	Skid Bumper Extension Set (2)	300.00	427.50	427.50
1	External Hopper Controls	1,200.00	1,080.00	1,080.00
1	Auto Sweep Interrupt w/Overspeed Interrupt	1,150.00	1,035.00	1,035.00
1	Fire Extinguisher	135.00	121.50	121.50
1	Hazard Reflectors	135.00	121.50	121.50
1	(2) 12" Parabolic Mirrors	135.00	121.50	121.50
1	Inside Arm Rests (2)	450.00	405.00	405.00
1	Air Horn	575.00	517.50	517.50
1	Trade-In: 2007 Pelican #P4927D (8900 Hours) [EJ]	-5,555.55	-5,000.00	-5,000.00
	DELIVERY: 120-210 Days	**TOTAL:**		301,958.51

Requested by: _____ Approved by: _____

DATE: 8/6/2021

MEMO: 2021-73

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2021 Trenchless Long Lining Repairs Project, City Project 2021-28

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution approving a contract in the amount of $526,765.59 for the 2021 Trenchless Long Lining Repairs Project, City Project 2021-28, with Insituform Technologies USA, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

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

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

The 2021 Trenchless Long Lining Repairs project primarily addresses priority number 4 by repairing deteriorated sanitary sewer pipes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2021 Trenchless Long Lining Project
The purpose of this project is to repair structural deficiencies that have been identified within the sanitary sewer system with a minimum disruption to service and disturbance to the surface. Structural deficiencies include broken and missing pieces of pipe, offset pipe joints and voids. The project locations were

identified from the annual televised inspections conducted in the City's sanitary sewer system.

The trenchless long lining process involves the insertion of a resin saturated felt tube from manhole to manhole that hardens to provide a smooth repair. The felt tube is inflated using water or air through the sewer. Water or air pressure is increased in the tube which presses it tightly against the walls of the sewer pipe. The water or air is then heated to activate the resin system within the tube, causing the pipe lining to cure and harden to form a new structural pipe within the old damaged sewer pipe. When curing is complete, private lateral lines are re-opened using a remote-controlled cutting tool. Long lining is the most cost-effective approach to repair pipes that have many structural deficiencies or significant damage.

The 2021 Trenchless Long Lining Repairs Project will line approximately 10,208 feet of sanitary sewers ranging from 8-in to 24-in and 735 feet of storm sewers ranging from 15-in to 30-in diameter. The work also includes lateral reinstatement, video inspection, sewer cleaning, liner testing, and traffic control.

Project Bid Review
The project plans and specifications were prepared by Engineering Division staff. The project was advertised July 14, 2021 and bids were opened on Wednesday, August 4, 2021. The results for the letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over (-Under)
Insituform Technologies USA, LLC	**$526,765.59**	**(25.57%)**
Hoerr Construction, Inc.	$620,280.30	(12.36%)
SAK Construction, LLC	$637,337.00	(9.95%)
Engineer's Estimate	**$707,738.00**	-------

Insituform Technologies USA, LLC provided the lowest, qualified bid at 25.57% below the Engineers Estimate. Insituform is located in the St. Louis area and has successfully completed sewer lining work for the City in the past. They have completed many annual trenchless long lining projects and were the general contractor for the Lake Shore Drive Sewer Critical Sewer Rehabilitation Division B and C and Union Street Sewer Critical Sewer Rehabilitation Project. Insituform will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Insituform Technologies USA, LLC to perform the 2021 Trenchless Long Lining Repairs project.

Minority Participation
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business

Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. Insituform will self-preform an estimated 92.3% of the contract and subcontract with the local sewer televising and cleaning firm, Tele-Scan Inc., for 7.7% of the work. Insituform provided documentation that a good faith effort was made to comply with the City's goals.

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

LEGAL REVIEW: The project plans and specifications were reviewed by the Legal Department on June 18, 2021.

SCHEDULE: The project will begin when a Notice to Proceed has been issued following Council approval and is to be completed December 15, 2021.

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

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is allocated in the Sanitary Sewer Fund at $420,476.59 and Stormwater Fund at $106,289.00.
The recommended low bid amount is $526,765.59. The Sanitary Sewer Fund is supported by Sanitary Sewer User Fees and the Stormwater Fund is supported by the Stormwater Utility Fees.

Staff Impact: Staff time has been allocated to provide oversight for this project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2021 Trenchless Long Lining Repairs City Project 2021-28	Resolution Letter
2021-28 Bid Tab	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR 2021 TRENCHLESS LONG LINING REPAIRS CITY PROJECT 2021-28

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

Section 1. That the tabulation of bids received for City Project 2021-28, 2021 Trenchless Long Lining Repairs Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Insituform Technologies USA, LLC in the amount of $526,765.59 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 Insituform Technologies USA, LLC, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $526,765.59.

PRESENTED and ADOPTED this 16th day of August 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2021 TRENCHLESS LONG LINING REPAIRS PROJECT

CITY PROJECT 2021-28

July 2021

a project of the

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

FOR BIDDING

CITY OF DECATUR
2021 TRENCHLESS LONG LINING REPAIRS

Julie Moore Wolfe, Mayor

Ed Culp	David Horn
Chuck Kuhle	Rodney Walker
Lisa Gregory	Bill Faber

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

CITY OF DECATUR

2021 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2021-28

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 A.M., Wednesday, August 4, 2021,*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2021 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2021-28

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

The proposed improvement consists of performing approximately 11,010 feet of cured in place pipe long linings to repair damaged and failed sections of 8", 10", 12", 15", 18", 24", and 30" sanitary and storm sewers at various locations throughout the City. The work also includes sewer cleaning, video inspection, lateral reinstatement, mobilization and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID** will be held by ***CONFERENCE CALL ONLY*** on **July 21, 2021, at 10:30 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**

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

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

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

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

5. The City of Decatur 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 https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/ after the award of a contract.

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 and all subcontractors shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commence 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 forms are included in the Project Manual and should 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.

July 14, 2021
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2021 Trenchless Long Lining Repairs**

City Project No.: **2021-28**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered 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. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**

5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered 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
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

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

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

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

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

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

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

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

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 https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/ . It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site, and at www.Decaturblue.com for the status of the particular project they are interested in bidding prior to turning in bids.

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

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

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

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

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

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

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

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

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

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

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

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

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

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

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

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

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

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2021 TRENCHLESS LONG LINING REPAIRS PROJECT
CITY PROJECT 2021-28
DATED July, 2021**

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated July 29, 2021, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

1.02 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on May 27, 2020.

AD-1-3 BID FORM

1.03 Remove Page 18 of the Bid form and replace with the Attached ADD No 1-18 Bid Form.

AD-1-4 SP-2 COMPLETION DATE

1.04 **Add** the following paragraph at the end of Special Provision SP-2 Completion Date.

An intermediate completion date of October 8, 2021 has been established for Storm Sewer Locations 100, 101, 102, 103 & 105, for this contract as set forth in Section 108 of the "Standard Specification for Road and Bridge Construction." All applicable provision of Section 108 shall apply for this value of work.

AD-1-5 SANITARY SEWER TECHNICAL SPECIFICATIONS – SECTION 2: FULL LENGTH CURED IN PLACE LINER

1.05 The following information shall be **Added** from the first paragraph of Section 2.7 Installation, subsection (h) Curing.

(h) Curing. After the installation of the liner is completed, the Contractor shall cure the liner in strict accordance with ASTM and the manufacturer's recommendations. The curing process shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture content, thermal conductivity, etc.). The heat source piping shall be fitted with continuous monitoring temperature gauges to monitor the temperature of the incoming and outgoing steam or water supply. Water will be provided to the contractor at no cost as per GC 27. Temperature gauges shall also be placed between the tube and hoist pipe at the start, middle **if existing access points are available or if multiple structures are lined through in one shot unless the total length of liner is less than 300 feet** and end of the pipe segment being lined continuously monitor the temperature during the curing process. Temperature of the impregnated CIPP during transport and before cure shall not drop below the minimum temperature as allowed by the manufacturer and ASTM standards.

AD-1-6 Appendix A, Detailed Quantities

1.06 The following information shall be **Added** and ~~Deleted~~ from Appendix A, Detailed Quantities. Attached to this addendum is an updated Appendix A – Detailed Quantities.

Location 34 – Delete ~~35 feet of 30"~~ from this location and ~~Delete 67.3 of 8"~~ and Replace with **100 feet of 8"**

Location 35 – Delete Location 35 in its entirety from the project.

Location 101 – Delete ~~190 feet of 12"~~ from this location and Replace with **190 feet of 15". It shall be noted that the pipe transition from an 18" CMP to a 15" CMP approx. 18' downstream of I099530. The contractor shall provide a transition liner at this location. The cost for the transition and the section of 18" liner shall be included in the price per foot for 15" liner and no additional compensation will be paid.**

Location 102 – Delete ~~64.8 feet of 12"~~ from this location and Replace with **64.8 feet of 15"**

Location 105 – Delete ~~130 feet of 30"~~ from this location and and Replace with **130 feet of 24". It shall be noted only the south 130' section shall be lined and the City will provide a structure for access at the pipe transition prior to the completion of the work.**

AD-1-7 Appendix A, Location Map

1.07 The attached location map provides additional detail of Storm Sewer Locations 101-105

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

END OF ADDENDUM NO. 1

City Engineer: _____ Date: July 29, 2021

BID PROPOSAL

RETURN WITH BID

For Construction of: **2021 Trenchless Long Lining Repairs**

City Project No.: **2021-28**

Owner: City of Decatur, Illinois

Prospective Bidder: Insituform Technologies USA, LLC

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

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

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

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

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

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
1	7/29/21	JH

The undersigned Bidder expressly agrees to the following provisions:

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

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

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

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

	SUBCONTRACTOR	TYPE OF WORK
1.	TeleScan-TSI	clean & TV
2.		
3.		
4.		

RETURN WITH BID

DATE August 4, 2021 **, 2021**

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

Tax ID #: _____

Business Address &
Email Address _____

_____

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

By: _____

Business Address &
Email Address _____

_____

Names of All
Members of Firm _____

_____

(If a Corporation)
Corporate Name Insituform Technologies USA, LLC (SEAL)

By: _____ Janet Hass, Contracting & Attesting Officer
Vice-President

Business Address &
Email Address 17988 Edison Avenue, Chesterfield, MO 63005
jhass@aegion.com

_____

Names of Officers Ralph E. Western
President

Monta M. Bolles
Secretary

John Heggemann
Treasurer

Attest: _____ Jana Lause, Contracting & Attesting Officer
Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2021 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2021-28

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	SANITARY SEWER LINER, 8 INCH	FOOT	2,480	22.75	56,420.00
2	SANITARY SEWER LINER, 10 INCH	FOOT	3,045	22.00	66,990.00
3	SANITARY SEWER LINER, 12 INCH	FOOT	2,440	28.00	68,320.00
4	SANITARY SEWER LINER, 15 INCH	FOOT	610	46.50	28,365.00
5	SANITARY SEWER LINER, 18 INCH	FOOT	1,453	45.50	66,111.50
6	SANITARY SEWER LINER, 24 INCH	FOOT	180	114.00	20,520.00
7	STORM SEWER LINER, 15 INCH	FOOT	255	50.00	12,750.00
8	STORM SEWER LINER, 24 INCH	FOOT	301	167.00	50,267.00
9	STORM SEWER LINER, 30 INCH	FOOT	179	200.00	35,800.00
10	PROTRUDING LATERAL CUT-OUT	EACH	5	300.00	1,500.00
11	LATERAL REINSTATEMENT	EACH	67	0.01	0.67
12	FINAL PROJECT REPORT	L SUM	1	800.00	800.00
13	CURED-IN-PLACE LINER TESTING	EACH	42	0.01	0.42
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	$40,000.00	$40,000.00
15	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	10,763	7.00	75,341.00
16	INITIAL SEWER CLEANING & VIDEO INSPECTION > 24"	FOOT	179	20.00	3,580.00

TOTAL BID $526,765.59

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	August 4, 2021	Project Title:	2021 Trenchless Long Lining Repairs
Total Contract Value:		Project Number:	2021-28

Section I: Prime Contractor Information

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass

Email: jhass@aegion.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Tele Scan TSI	Non-MBE	40,710.50	7.7%	clean & televise
Totals		40,710.50	7.7%	

- 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
	Ø	Ø	
Totals	Ø	Ø	

- 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
Davis Mason & Assoc	clean & Televise	37% higher than MBE

- 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
Blue Nile Contractors	phone & email	no bid submitted due to capacity & location

- 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.

Janet Hass — August 4, 2021

Signature of Prime Contractor — Date

Janet Hass, Contracting & Attesting Officer
Insituform Technologies USA, LLC

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:	August 4, 2021	Project Title:	2021 Trenchless Long Lining Repairs
		Project Number:	2021-28

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass, Contracting & Attesting Officer

Email: jhass@aegion.com

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

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

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

Janet Hass, Contracting & Attesting Officer — Signature of Prime Contractor

August 4, 2021 — Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

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

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

REVIEWED BY:

Public Works Director

8-3-21 — Date

Insituform Technologies USA, LLC

580 Goddard Avenue
Chesterfield, MO 63005
www.insituform.com

Name: Greg Patton
Title: Business Development Manager
Phone: (314) 409-5069

Fax: 636-898-5094
Email: gpatton@insituform.com

August 4, 2021

Matt Newell
Director of Public Works
1 Gary K. Anderson Plaza
Decatur, IL 62523
mnewell@decaturil.gov

REFERENCE: City of Decatur, IL 2021 Trenchless Long Lining Repairs
City Project 2021-28

Dear Mr. Newell,

In reference to the above project, Insituform Technologies USA, LLC., needs to submit a request for a waiver on the 10% MBE requirement listed in the specifications based upon the following reasons:

1) The only subcontracting opportunities on this project are bid items 11, 16, and 17 (protruding lateral cut-out, and initial sewer cleaning & video inspection).

2) As you are aware, these three bid items are a highly specialized concentration, and there are only a handful of companies that perform this type of work. They only MBE companies that service our area are:

David Mason & Associates 800 South Vandeventer St. Louis, MO 63110 MBE – African American	Blue Nile Contractors 95 South Drake Claycomo, MO 64119 MBE – African American

We contacted both of the above companies, but only David Mason & Associates was interested in bidding the project. While David Mason & Associates did bid the project, they were not competitive in comparison to a non-MBE subcontractor that bid the project (with David Mason being more than 37% higher than TSI – Tele Scan, Inc.), and utilizing David Mason's bid, instead of the low bid from TSI, could have potentially put our quote out of the running, due to the excessive costs.

3) We reached out to Laborers' Local 159 to verify that there were no other MBE Clean and TV companies in our area. We also searched on the Illinois UCP

Directory to verify there were new Clean and TV companies in our area that we may have been unaware of.

4) In summary, despite every attempt to find qualified MBE contractors to bid the project, because of the unique scope of work, and lack of capacity, we received only one MBE bid. The awarding of the subcontract to DMA (as a MBE) is impracticable because it would increase our bid price, and therefore cost the City of Decatur more (were we able to still be the successful low bidder).

For these reasons, we are not able to meet the MBE requirement, and respectfully request a waiver from the required participation in said program.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Greg Patton
Business Development Manager

Independent Test Results

Product tested:
Insituform® Cured-In-Place Pipe (CIPP)

Test:
Flexural Properties

Conducted by:
Bodycote Materials Testing Ltd.

Report Date:
November 2001

An Insituform® cured-in-place pipe (CIPP) continues to exceed industry performance standards *after 30 years in service.*

SUMMARY OF RESULTS

- After 30 years of service in a London sewer carrying both domestic and industrial effluent, an Insituform® CIPP was found to have a flexural modulus exceeding the nearest contemporary UK Water Industry Specification by 50%, and the current US standard by more than 90%.
- The 30-year-old pipe's flexural modulus was an improvement over test data obtained after 20 years in service.
- There was no apparent deterioration in the overall performance of the Insituform® CIPP between its 20th and 30th year in service.

INTRODUCTION

In October 2001, tests were conducted by Bodycote Materials Testing Ltd. to determine the flexural properties of the samples taken from an Insituform® CIPP that had been in service for 30 years.

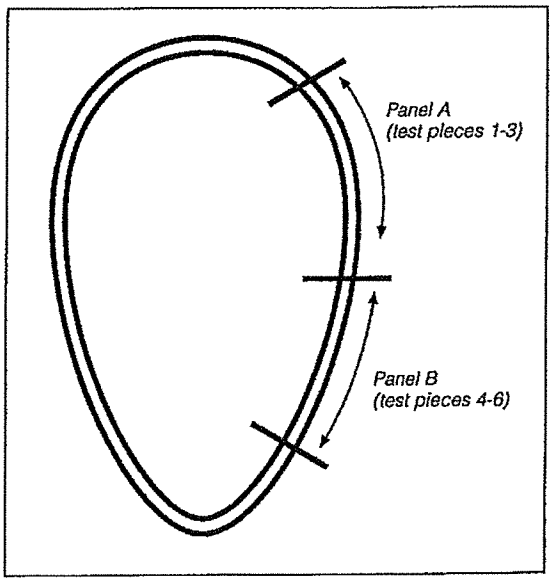
The pipe samples were taken from a 1,170 mm X 600 mm (46 in. X 24 in.) egg-shaped sewer at Riverside Close in Hackney, London. This is the same Insituform® CIPP that was sampled and tested in 1991, after 20 years in service, by Bodycote's predecessor MTS Pendar Ltd.

Supervising removal of the samples were representatives from both Bodycote and the sewer Owner, Thames Water Utilities Limited.

PROCEDURE

Two panels, approximately 300 mm (12 in.) square, were taken from a side wall of the sewer, approximately four meters downstream from a manhole. Three test pieces were cut from each panel as shown in the diagram below.

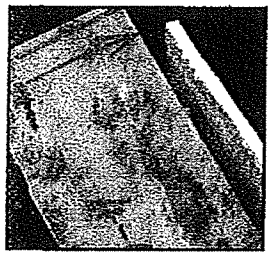
The flexural properties of each test piece were determined by the method of BS EN ISO 178, in accordance with current UK Water Industry Specification (WIS) 4-34-04.



RESULTS AND CONCLUSIONS

After 30 years in service, the Insituform® CIPP continues to exceed industry performance standards, and further, the pipe showed no significant deterioration in overall performance between its 20th and 30th years of service.

Table 1
30-Year Test Results



View of inside face of sample panel and a test piece cut from it.

Sample	Flexural Modulus	Flexural Strength
Panel A	3,100 MPa 450,000 psi	39 MPa 5,700 psi
Panel B	3,500 MPa 500,000 psi	47 MPa 6,800 psi
Mean	3,300 MPa 480,000 psi	43 MPa 6,200 psi

Table 2
Comparison of Mean Flexural Properties After 30 and 20 Years of Service

Flexural Property	Samples		Industry Standards	
	30-year	20-year	WIS 4-34-04	ASTM F 1216
Modulus				
MPa	3,300	2,900	2,200*	—
psi	480,000	420,000	—	250,000
Strength				
MPa	43	46	25	—
psi	6,200	6,700	—	4,500

** As specified in Issue 1 of the WIS. Issue 2 refers to declared values but does not specify a minimum flexural modulus.*

REFERENCES:

1. WIS 4-34-04 April 1986: Issue 1, "Specification for Polyester Insituform Sewer Linings."
2. WIS 4-34-04 March 1995: Issue 2, "Specification for Renovation of Gravity Sewers by Lining with Cured-in-Place Pipes."
3. BS EN ISO 178: 1996, "Plastics-Determination of Flexural Properties."
4. ASTM F 1216, "Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube."
5. MTS Pendar Report 46204, September 19, 1991 (20-year test)
6. Bodycote Report B110254, November 15, 2001 (30-year test)

Insituform Technologies, Inc.
Worldwide Pipeline Rehabilitation

702 Spirit 40 Park Drive
Chesterfield, MO 63005
Toll Free: 800-234-2992
Phone: 636-530-8000
Fax: 636-519-8010

AB1307
5/02

© 2002 Insituform Technologies®, Inc.

Company ID Number: 19959 **Client Company ID Number:** 1120907

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Insituform Technologies, USA LLC	
Name (Please Type or Print) Lori S Finiteck	Title Executive Assistant
Signature Lori S Finiteck	Date 8/22/16
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Aaron Wade	Title
Signature Electronically Signed	Date 08/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/23/2016

TRAVELERS

Blake Messer
Managing Account Executive
Travelers Bond
(314) 579-8309
(314) 579-8388 (fax)

940 West Port Plaza,
Suite 450
St. Louis, MO 63146

May 5, 2021

RE: **Insituform Technologies USA, LLC**

To Whom It May Concern,

Insituform Technologies USA, LLC is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A++ with financial strength category of XV, the highest rating awarded.

Due to Insituform Technologies USA, LLC's reputation, technical expertise, financial strength, quality equipment and experienced labor force, Travelers Casualty and Surety Company of America is prepared to execute performance and payment bonds for single jobs in the $250,000,000 range with an aggregate work program of $700,000,000.

Over the course of Travelers Casualty and Surety Companies relationship with Insituform Technologies USA, LLC we have never had a complaint as respects any of their workmanship or a question as to their ability to perform on any project. Additionally, Insituform Technologies USA, LLC pro-active approach to a safe worksite and a safe labor force enables owners to rest assured that a safe work environment will be provided. Insituform Technologies USA, LLC has not cause Travelers Casualty and Surety Company of America any bond claims over the past five years.

Should a project be awarded to and accepted by Insituform Technologies USA, LLC we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Insituform Technologies USA, LLC. and Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Insituform Technologies USA, LLC or their surety bond program.

Regards,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
Blake Messer
Managing Account Executive

File Number 0381859-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

INSITUFORM TECHNOLOGIES USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JANUARY 20, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 28TH *day of* AUGUST *A.D.* 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2024101604 verifiable until 08/28/2021

Authenticate at: http://www.cyberdriveillinois.com

AEGION
Stronger. Safer. Infrastructure.
Insituform

17988 Edison Avenue
Chesterfield, MO 63005

Tel: (636) 530-8000
Fax: (636) 530-8746
www.aegion.com

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The employment policy of Insituform Technologies USA, LLC is to provide equal opportunity to all persons. Our company, therefore, has made a commitment to equal employment opportunity, and establishing and maintaining a diverse workforce. No employee or applicant for employment will be discriminated against because of race, creed, citizenship, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical condition, genetic information, disability, veteran status, or any other classification protected by federal, state and local laws and ordinances.

Insituform Technologies USA, LLC has developed procedures to assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel. We have informed subcontractors, vendors, suppliers, and labor unions of our Equal Employment Opportunity policy, and of their obligations to comply with this policy.

Chris Sanders has been designated our EEO Coordinator and is responsible for compliance with state and federal equal employment opportunity laws. If you believe you have not been treated in accordance with this policy, you should contact your supervisor, local Human Resources representative, or Chris Sanders, Vice President & Global Employment Counsel at 636-530-8070.

The continued success of our EEO Policy requires maximum cooperation from every employee throughout our organization. Equal employment opportunity is not only the law, but it is a principle of Insituform Technologies USA, LLC.

Robert Tullman
President & Chief Executive Officer

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 62523-1196

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

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

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

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

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

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

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

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

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

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

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

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 16th day of August, 2021, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Insituform Technologies USA, LLC, hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2021 TRENCHLESS LONG LINING REPAIRS", CITY PROJECT 2021-28,** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 15, 2021.**

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Performance Bond	Project Drawings
Non-Collusion Affidavit	Special Provisions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Appendix(s)
Addenda No 1 dated July 29, 2021	

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

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

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____
CITY CLERK MAYOR

INSITUFORM TECHNOLOGIES USA, LLC

_____ By _____
SECRETARY (Corporate Seal) PRESIDENT

City of Decatur, Illinois

Contract Bond

Project 2021 Trenchless Long Lining Repairs Project

Project Number 2021-28

We, Insituform Technologies USA, LLC

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

as PRINCIPAL, and _____

_____ as SURETY,

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

Five Hundred, Twenty-Six Thousand, Seven Hundred Sixty-Five Dollars and 59/100----------

---------- Dollars ($526,765.59), 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. _____

PRINCIPAL

Insituform Technologies, USA, LLC
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

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

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 16th day of August, A.D. 2021

Attest:

_____
Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

_____
Julie Moore Wolfe, Mayor

GENERAL CONDITIONS

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GC-1 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the State of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

Workers' Compensation and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employer's Liability	
a. Each Accident	$500,000
b. Disease - policy limit	$500,000
c. Disease - each employee	$500,000

Commercial General Liability:

General Aggregate Limit	$2,000,000
Products - Completed Operations	$2,000,000
Each Occurrence Limit	$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	$1,000,000

The policy shall cover owned, non-owned and hired vehicles.

Certificate:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

GC-1 CERTIFICATE OF INSURANCE (Continued)

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

(1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and

(2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor himself or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors 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 as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation is to be provided on all good faith efforts to comply with the participation goals. This will include, but not be limited to, entering weekly certified payroll reports, contract and subcontract information, and payment verification through **ePrismSoft**, a web-based compliance tracking software. Access to **ePrismSoft** is provided by the City of Decatur.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-13 LIQUIDATED DAMAGES

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
$ 0	$ 100,000	$ 475	$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction, dated January 1, 2012, published by the Illinois Department of Transportation. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bid will be totaled and the daily charge shall be that required for such total amount.

GC-14 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren Illinois	(JULIE Member)
AT&T	(JULIE Member)
Comcast Cable	(JULIE Member)
Illinois Department of Transportation	(JULIE Member)
Sanitary District of Decatur	(JULIE Member)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-15 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-16 METHOD OF PAYMENT

Requests for partial payment may be submitted, in writing, at least once each month by the Contractor to the Engineer. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted through ePrismSoft. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

Payments by the City will be equal to the approved partial payment amount, less retainage in accordance with Section 109.07 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, current edition. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

GC-17 NO PARKING SIGNS

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath (drawing contained in these specifications) and a suitable quality and quantity of paint to erect "No Parking" signs, and to mark utilities. This cost will be considered incidental to the contract.

GC-18 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-19 PHOTOGRAPHS OF EXISTING CONDITIONS

The Contractor shall provide Digital video of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The video shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. One print of the videotape taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-20 PREVAILING WAGE RATES

The Contractor shall supply all weekly prevailing wage documentation, (weekly certified payroll) for both the prime Contractor and their subcontractors through **ePrismSoft**, an electronic web-based compliance tracking software. City Engineering will monitor the payroll for compliance with the applicable "prevailing wage rates" as required in the Special Conditions of this contract.

Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

GC-21 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

GC-23 SAFETY

The Contractor shall be responsible for the safety of all persons on the work, and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-24 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Division, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-25 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GC-26 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the "Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule."

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GC-27 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

SC-1 PREVAILING WAGE RATES

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 that 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.

1. 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.

2. 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.

3. 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.

4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

5. 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, social security number and classification or classifications;
    b. The number of hours worked each day; and,
    c. The starting and ending time of work each day.

6. All contractors and subcontractors must submit to the City of Decatur certified payroll records every month consisting of a complete copy of the records required to be kept above except for the start and end times.

7. The certified payroll records for both the prime Contractor and their subcontractors should be entered into ePrismSoft, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

8. The certified payroll records must contain a statement signed by the contractor and all subcontractors averring that:

    a. The certified payroll records submitted are true and accurate;
    b. The hourly rate paid to each worker is not less than the general prevailing wage rate required; and,
    c. They are aware and acknowledge that filing certified payroll records they know to be false is a Class B misdemeanor.

9. Certified payroll records submitted to the City of Decatur shall be considered public records pursuant to the Illinois Freedom of Information Act except for employees' addresses, phone numbers and social security numbers.

10. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall comply.

11. Payment to the contractor or any and all subcontractors is expressly conditioned upon strict compliance of the Act, including, but not limited to submittal of certified payroll records.

12. 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.

Macon County Prevailing Wage Rates posted on 5/24/2021

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	All	BLD		30.89	32.14	1.5	1.5	2.0	2.0	7.25	18.76	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		32.00	33.00	1.5	1.5	2.0	2.0	9.00	6.25	0.00	0.50	
BOILERMAKER	All	BLD		39.00	41.50	1.5	1.5	2.0	2.0	7.07	24.52	1.50	1.05	
BRICK MASON	All	BLD		33.49	35.16	1.5	1.5	2.0	2.0	9.50	14.55	0.00	0.88	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
CARPENTER	All	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
CEMENT MASON	All	BLD		32.79	34.04	1.5	1.5	2.0	2.0	7.25	17.42	0.00	0.64	
CEMENT MASON	All	HWY		31.80	34.30	1.5	1.5	2.0	2.0	7.25	17.42	0.00	0.63	
CERAMIC TILE FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		38.88	42.77	1.5	1.5	2.0	2.0	7.53	11.40	0.00	0.58	
ELECTRONIC SYSTEM TECH	All	BLD		35.58	37.58	1.5	1.5	2.0	2.0	7.45	8.02	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.51	38.51	1.5	1.5	2.0	2.0	6.45	11.45	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		39.38	40.38	1.5	1.5	2.0	2.0	10.79	13.10	0.00	0.80	
IRON WORKER	E	ALL		34.34	36.24	1.5	1.5	2.0	2.0	11.59	13.02	0.00	1.11	
IRON WORKER	W	BLD		32.77	34.77	1.5	1.5	2.0	2.0	10.57	16.07	0.00	0.80	
IRON WORKER	W	HWY		34.14	35.89	1.5	1.5	2.0	2.0	10.57	17.39	0.00	0.80	
LABORER	All	BLD		28.39	29.64	1.5	1.5	2.0	2.0	7.25	18.76	0.00	0.80	
LABORER	All	HWY		30.00	31.00	1.5	1.5	2.0	2.0	7.25	19.93	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
MARBLE MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
MILLWRIGHT	All	BLD		33.60	35.85	1.5	1.5	2.0	2.0	9.20	20.44	0.00	0.74	
MILLWRIGHT	All	HWY		37.36	39.11	1.5	1.5	2.0	2.0	9.20	21.21	0.00	0.71	
OPERATING ENGINEER	All	BLD	1	38.76	40.37	1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
OPERATING ENGINEER	All	BLD	2	36.23	40.37	1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	

OPERATING ENGINEER	All	BLD	3	32.35	40.37	1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
OPERATING ENGINEER	All	BLD	4	40.37	40.37	1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
OPERATING ENGINEER	All	HWY	1	45.28		1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
OPERATING ENGINEER	All	HWY	2	40.41		1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
OPERATING ENGINEER	All	HWY	3	32.93		1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
OPERATING ENGINEER	All	HWY	4	46.78		1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
OPERATING ENGINEER	All	O&C		36.22		1.5	1.5	2.0	2.0	11.25	11.55	0.00	2.50	
PAINTER	All	ALL		29.75	31.25	1.5	1.5	2.0	2.0	7.25	13.75	0.00	0.70	
PAINTER OVER 30 FT.	All	ALL		30.75	32.25	1.5	1.5	2.0	2.0	7.25	13.75	0.00	0.70	
PAINTER PWR EQMT	All	ALL		30.50	32.00	1.5	1.5	2.0	2.0	7.25	13.75	0.00	0.70	
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
PILEDRIVER	All	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
PIPEFITTER	All	BLD		39.91	43.91	1.5	1.5	2.0	2.0	8.25	11.84	0.00	1.30	
PLASTERER	All	BLD		30.30	32.30	1.5	1.5	2.0	2.0	9.00	20.98	0.00	0.90	
PLUMBER	All	BLD		39.91	43.91	1.5	1.5	2.0	2.0	8.25	11.84	0.00	1.30	
ROOFER	All	BLD		30.32	34.59	1.5	1.5	2.0	2.0	10.88	10.41	0.00	0.85	
SHEETMETAL WORKER	All	BLD		34.79	37.79	1.5	1.5	2.0	2.0	9.45	15.52	0.00	0.80	1.81
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52	
STONE MASON	All	BLD		33.49	35.16	1.5	1.5	2.0	2.0	9.50	14.55	0.00	0.88	
TERRAZZO FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TERRAZZO MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TILE MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TRUCK DRIVER	All	ALL	1	39.96	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	2	40.54	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	3	40.86	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	4	41.21	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	5	42.32	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	2	32.43	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	3	32.69	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	5	33.86	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TUCKPOINTER	All	BLD		33.49	35.16	1.5	1.5	2.0	2.0	9.50	14.55	0.00	0.88	

Legend
Rg Region

SPECIAL CONDITIONS

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*. CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to

operating self propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SC-2 FAIR EMPLOYMENT PRACTICES

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

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply herewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

END OF SPECIAL CONDITIONS

Project Name: 2021 Trenchless Long Lining Repairs Engineer's Estimate

Project Number: 2021-28

Bid Date: August 4, 2021

Time: 10:00 AM

Fund: Sewer Fund & Storm Sewer Fund

Organization Code: 78487806, 79487906
Object Code: 489040. 489030

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate City Engineering Division Unit Price	Total	Insituform Technologies 17988 Edison Ave. Chesterfield, MO 63005 Unit Price	Total	SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 Unit Price	Total	Hoerr Construction, Inc. 1416 County Road 200 N Goodfield, IL 61742 Unit Price	Total
1	SANITARY SEWER LINER, 8 INCH	2,480	FOOT	$30.00	$74,400.00	$22.75	$56,420.00	$28.75	$71,300.00	$34.00	$84,320.00
2	SANITARY SEWER LINER, 10 INCH	3,045	FOOT	$35.00	$106,575.00	$22.00	$66,990.00	$29.00	$88,305.00	$35.00	$106,575.00
3	SANITARY SEWER LINER, 12 INCH	2,440	FOOT	$40.00	$97,600.00	$28.00	$68,320.00	$38.75	$94,550.00	$37.00	$90,280.00
4	SANITARY SEWER LINER, 15 INCH	610	FOOT	$65.00	$39,650.00	$46.50	$28,365.00	$89.00	$54,290.00	$75.00	$45,750.00
5	SANITARY SEWER LINER, 18 INCH	1,453	FOOT	$75.00	$108,975.00	$45.50	$66,111.50	$64.00	$92,992.00	$60.00	$87,180.00
6	SANITARY SEWER LINER, 24 INCH	180	FOOT	$150.00	$27,000.00	$114.00	$20,520.00	$145.00	$26,100.00	$129.00	$23,220.00
8	STORM SEWER LINER, 15 INCH	255	FOOT	$140.00	$35,700.00	$50.00	$12,750.00	$77.00	$19,635.00	$65.00	$16,575.00
9	STORM SEWER LINER, 24 INCH	301	FOOT	$150.00	$45,150.00	$167.00	$50,267.00	$186.00	$55,986.00	$140.00	$42,140.00
10	STORM SEWER LINER, 30 INCH	179	FOOT	$175.00	$31,325.00	$200.00	$35,800.00	$157.00	$28,103.00	$180.00	$32,220.00
11	PROTRUDING LATERAL CUT-OUT	5	EACH	$300.00	$1,500.00	$300.00	$1,500.00	$275.00	$1,375.00	$400.00	$2,000.00
12	LATERAL REINSTATEMENT	67	EACH	$100.00	$6,700.00	$0.01	$0.67	$100.00	$6,700.00	$100.00	$6,700.00
13	FINAL PROJECT REPORT	1	L SUM	$2,000.00	$2,000.00	$800.00	$800.00	$380.00	$380.00	$1,500.00	$1,500.00
14	CURED-IN-PLACE LINER TESTING	42	EACH	$300.00	$12,600.00	$0.01	$0.42	$300.00	$12,600.00	$180.00	$7,560.00
15	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
16	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	10,763	FOOT	$7.00	$75,341.00	$7.00	$75,341.00	$4.00	$43,052.00	$3.10	$33,365.30
17	INITIAL SEWER CLEANING AND VIDEO INSPECTION >24	179	FOOT	$18.00	$3,222.00	$20.00	$3,580.00	$11.00	$1,969.00	$5.00	$895.00
	TOTAL BIDS (AS CORRECTED)				$707,738.00		$526,765.59		$637,337.00		$620,280.30
	Percent Over Under ENGINEER'S ESTIMATE						-25.57%		-9.95%		-12.36%

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

8/4/2021
Date

DATE: 8/6/2021

MEMO: 2021-74

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew Newell, P.E., Public Works Director
Patrick Cordaryl, Economic and Community Development Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2021 CDBG Sidewalk Improvement Project, City Project 2021-21.

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution awarding the contract for the 2021 CDBG Sidewalk Improvement Project, City Project 2021-21, to Entler Excavating Co., Inc., as the lowest, responsible bidder in the amount of $362,510.82 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:
Project Description
The CDBG Sidewalk Improvement Project is funded by a Community Development Block Grant administered through the United States Department of Housing and Urban Development. The purpose of the project is to replace damaged sections of sidewalk, sidewalks that do not meet the American Disabilities Act, and to install sidewalk ramps on the streets of Wood St, Jasper St and Cantrell St surrounding the Johns Hill Improvement Area as shown on the attached map. The area meets the Federal requirements for the use of CDBG funds.

The sidewalk in the commercial section of Wood Street is not part of this project. This design for this section is more complex and is planned to be completed under a separate Community Development Block Grant project proposed for 2022. Wood Street pavement is proposed in the 5 Year Street List, to be replaced as part of the 2022 Street MFT Projects. Cantrell Street from Martian Luther King Drive to Jasper is not currently included in the 5 Year Street list, however, with all the current work in the area and the declining condition of the pavement, it is proposed to be included in the 2022 Street MFT Projects.

Letting Results

The project scope and specifications were prepared by the Engineering Division with input from the City's Neighborhood Services Department. The project was advertised on July 26, 2021 and bids were opened on August 11, 2021. The results of the letting are as follows (bid tabulation attached):

Bidder	**Base Bid Price**	**Sum of Alternate Bids**	**Total Bid Price**	**Compared to Engineer's Est. Over (Under)**
Entler Excavating Co., Inc.	**$144,552.76**	**$217,958.06**	**$362,510.82**	**(-43%)**
A & R Services	$136,018.10	$254,354.10	$390,372.20	(-44%)
Engineer's Estimate	**$246.237.00**	**$371,151.00**	**$617,388.00**	**------**

Three contractors took out bid packages for the CDBG Sidewalk Improvement Project, and two submitted bids. Entler Excavating provided the lowest responsible bid at 43% below the engineer's estimate.

The sum of alternate bids is for sidewalk work along Cantrell. Cantrell was listed separately in case bid prices came in high. Since the bid prices came in lower than estimated, it is proposed that all planned work will be awarded as part of this contract. Entler Excavating has successfully completed many projects 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:

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. Entler Excavating will self-preform an estimated 22% of the contract and subcontracting 78% of the work for Concrete and Trucking. Entler has estimated 7.05% of the project will be subcontracted to a Minority Business Enterprise for trucking. Documentation was provided that a good faith effort was made to comply with the City's minority goals.

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 CDBG Sidewalk Improvement Project is scheduled to be complete by December 15, 2021.

LEGAL REVIEW: The project plans and specifications were reviewed by the Legal Department on July 21, 2021.

PRIOR COUNCIL ACTION:
No previous Council actions have been taken on this project.

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

INPUT FROM OTHER SOURCES: Neighborhood Services Department

STAFF REFERENCE: Matt Newell, Public Works Director and Vickie Buckingham, Neighborhood Programs Manager. Matt Newell will be at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is allocated in the allotment of Community Development Block Grant funds given to the City by the Federal Government through the Department of Housing and Urban Development. The total contract amount is $362,510.82.

Staff Impact: Staff time has been allocated for this project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2021 CDBG Sidewalk Improvement Project, City Project 2021-21	Resolution Letter
Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING CO., INC. FOR 2021 CDBG SIDEWALK IMPROVEMENT PROJECT CITY PROJECT 2021-21

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

Section 1. That the tabulation of bids received for City Project 2021-21, CDBG Sidewalk Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Co., Inc., in the amount of $362,510.82 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 Entler Excavating Co., Inc., attached hereto as Exhibit A and made a part hereof, for said plan, for their bid price of $362,510.82.

PRESENTED and ADOPTED this 16th day of August 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A

PROJECT MANUAL

CDBG SIDEWALK IMPROVEMENT PROJECT

CITY PROJECT 2021-21

July 2021

a project of the

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

FOR BIDDING

CITY OF DECATUR
2021 CDBG SIDEWALK IMPROVEMENT PROJECT
CITY PROJECT 2021-21

CITY OFFICIALS

Julie Moore Wolfe, Mayor

Lisa Gregory	Ed Culp
Chuck Kuhle	Bill Faber
	David Horn

Scot Wrighton ..... City Manager
Wendy Morthland ..... Corporation Counsel
Kim Althoff..... City Clerk
Gregg Zientara ..... City Treasurer
Matt Newell ..... Public Works Director
Cordaryl Patrick…….Economic & Community Development Director

CITY OF DECATUR

2021 CDBG SIDEWALK IMPROVEMENT PROJECT

CITY PROJECT 2021-21

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:30 A.M., August 11, 2021,*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2021 CDBG SIDEWALK IMPROVEMENT PROJECT
CITY PROJECT 2021-21

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

The proposed improvement, CDBG Sidewalk Improvement Project, designated as City Project 2021-21, consists of removing and replacing sidewalk sections that are not in compliance with Americans with Disabilities Act standards in the John Hills neighborhood of the City. The work includes over 23,400 Square Feet of PCC sidewalk replacement, utility adjustments, and various items of restoration.

INSTRUCTIONS TO BIDDERS:

1. This project is utilizing Community Development Block Grant (CDBG) funds and is subject to all Federal Rules and Regulations included in these contract documents.

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.

   A MANDATORY PRE-BID will be held by ***CONFERENCE CALL ONLY*** on **August 3rd, 2021, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City of Decatur's Minority Participation Goals for Public Works Contracts and to explain the Section 3 bid preference and hiring goals required for this HUD Section 3 project. **Attendance at this meeting is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**

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

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

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

5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. After the award of a contract has been approved by the City of Decatur City Council, Bid tabulations will be available on the City's web site at www.decaturil.gov / Departments / Public Works / Contractor Project Bid Information; and Decatur Blue Print's web site at www.decaturblue.com / Plans & Portals / Public Projects / Decatur Blue DFS Public Plan Room / Project.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid, or BID BOND in the same amount.

7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Davis-Bacon Act as defined by the United States 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. Project requirements include provisions to provide economic opportunities for Section 3 residents and Section 3 business concerns applicable to the United States Department of Housing and Urban Development (HUD) Notice of Funding Availability (NOFA) for Section 3 Covered Programs. The Bidder will ensure that Women Owned Business Enterprises have the maximum opportunity to participate in the performance of this contract and subcontracts. These requirements are detailed in the project Special Conditions.

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

   1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises 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.

10. The successful bidder will be required to furnish satisfactory performance and payment bonds in the full amount of the Bid. No Bid shall be withdrawn without the consent of the Owner for a period of 90 days after the scheduled time of receiving bids.

11. All contractors and sub-contractors will be required to obtain a DUNS number (or update their existing DUNS record), and obtain a Central Contractor Registration (CCR). The Data Universal Number System (DUNS) number is a nine-character identification number provided by Dun & Bradstreet (866-705-5711). Register for the CCR by calling the CCR Assistance Center at 1-888-227-2423 or online at www.ccr.gov.

Registering for a DUNs Number as a CDBG Sub-Recipient

All Contractors, Sub-contractors and Grantees working with HUD are required to obtain a DUNs number and CAGE Code as well as register their DUNs number with the System for Award Management (SAM.gov) through their website.

- If you need to obtain a DUNs number you may go to the following federal link and request your DUNs number.
  - Https://fedgov.dnb.com/webform

- If you have a DUNs number but have not registered with the System for Award Management you may go to the following link in order to register.
  - www.sam.gov
- If you have difficulty you may refer to the following resources in order to help you register your DUNs or SAMs numbers (aka CAGE Code).
  - https://fsd.gov/fsd-gov/learning-center-system.do?sysparm_system=SAM

If you have any questions you may contact Vickie Buckingham, at 217-424-2797 or by email at vbuckingham@decaturil.gov .

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.

July 26, 2021
Date Advertised

Matt Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **2021 CDBG SIDEWALK IMPROVEMENT PROJECT**

City Project No.: **2021-21**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered 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. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**

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

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

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

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

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

INFORMATION FOR BIDDERS

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).

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

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

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

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

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.

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

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

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

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

C. Due to the regulations of **2 CFR 200.318-200.326, Section 10.3, Subsection B, of City Code Chapter 28, Article 10, The project WILL NOT be eligible for a bonus payment for** the use of Minority Business Enterprise that meets or exceeds 20% the final contract value.

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

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

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

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation

goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

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

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

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. ~~In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value~~. **Due to the regulations of 2 CFR 200.318-200.326, this contract is not eligible for the 2% bonus.**

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2021 CDBG SIDEWALK IMPROVEMENT PROJECT**

City Project No.: **2021-21**

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 90 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 90 days after the date of opening of said Proposals.

BID PROPOSAL

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
#1	8-6-21	SE

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 all Subcontractor(s).

	SUBCONTRACTOR	TYPE OF WORK
1.	Loyalty Services	Trucking
2.	Huttes Ex. & Concrete	Concrete & Concrete, Remova & Seedin
3.		
4.		

RETURN WITH BID

DATE 8-10 **, 2021**

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

Tax ID #: _____

Business Address &
E-mail Address _____

_____

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

By: _____

Business Address &
E-mail Addresses _____

_____

Names of All Members
of Firm _____

_____

(If a Corporation)
Corporate Name Entler Excavating Co. Inc. (SEAL)

By: x _____
Vice-President

Business Address &
E-mail Addresses 819 N. Sunnyside Rd. Decatur IL 62522

karenentlerex6gmail.com

Names of Officers

Stuart Entler
President

Stuart Entler
Secretary

Stuart Entler
Treasurer

Attest: x _____
Secretary

BID PROPOSAL

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2021 CDBG Sidewalk Improvement Project

CITY PROJECT 2021-21

BASE BID

WOOD ST AND JASPER ST

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40800040	Incidental Bituminous Surfacing	TON	10	500.00	5000.00
42300300	Portland Cement Concrete Driveway Pavement, 6 Inch	SQ YD	47	75.00	3525.00
42300400	Portland Cement Concrete Driveway Pavement, 8 Inch	SQ YD	75	80.00	6,000.00
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	9,190	7.18	65984.20
42400410	Portland Cement Concrete Sidewalk, 8 Inch	SQ FT	992	9.50	9424.00
44000200	Driveway Pavement Removal	SQ YD	122	20.75	2531.50
44000600	Sidewalk Removal	SQ FT	10,182	4.33	44,088.06
56500600	Domestic Water Service Boxes to be Adjusted	EACH	4	2000.00	8,000.00
	TOTAL BASE BID				$144,552.76

TOTAL BASE BID IN WORDS

One hundred forty-four thousand five hundred fifty-two dollars and seventy-six cents

BID PROPOSAL

RETURN WITH BID

CITY PROJECT 2021-21

ALTERNATE A

NORTH SIDE OF CANTRELL WITH CURB RAMPS

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	6,037	7.18	43,345.66
42400800	Detectable Warnings	SQ FT	120	28.00	3360.00
44000600	Sidewalk Removal	SQ FT	6,037	4.33	26,140.21
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	FOOT	207	52.00	10,764.00
60250500	Catch Basins to be Adj. with New Type 3 Frame and Grate	EACH	1	3900.00	3,900.00
60250600	Catch Basins to be Adj. with New Type 15 Frame and Grate	EACH	1	3900.00	3,900.00
	TOTAL ALTERNATE A				$91,409.87

TOTAL ALTERNATE A IN WORDS

Ninety-one thousand four hundred nine dollars and eighty-seven cents

ALTERNATE B

NORTH SIDE OF CANTRELL WITHOUT CURB RAMPS

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	4,718	7.18	33875.24
44000600	Sidewalk Removal	SQ FT	4,718	4.33	20,428.94
	TOTAL ALTERNATE B				$54304.18

TOTAL ALTERNATE B IN WORDS

Fifty four thousand tree hundred four dollars and eighteen cents.

BID PROPOSAL

RETURN WITH BID

CITY PROJECT 2021-21

ALTERNATE C

SOUTH SIDE OF CANTRELL – JASPER TO MAFIT WITH CURB RAMPS

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	4,559	7.18	32,733.62
42400800	Detectable Warnings	SQ FT	80	28.00	2240.00
44000600	Sidewalk Removal	SQ FT	4,559	4.33	19740.47
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	FOOT	127	52.00	6604.00
60250600	Catch Basins to be Adj. with New Type 15 Frame and Grate	EACH	1	3900.00	3900.00
	TOTAL ALTERNATE C				$65,218.09

TOTAL ALTERNATE C IN WORDS

Sixty-five thousand two hundred eighteen dollars and nine cents

ALTERNATE D

SOUTH SIDE OF CANTRELL – JASPER TO MAFIT WITHOUT CURB RAMPS

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	3,480	7.18	24986.40
44000600	Sidewalk Removal	SQ FT	3,480	4.33	15,068.40
	TOTAL ALTERNATE D				$40,054.80

TOTAL ALTERNATE D IN WORDS

Forty thousand fifty-four dollars and eighty cents

BID PROPOSAL

RETURN WITH BID

CITY PROJECT 2021-21

ALTERNATE E

SOUTH SIDE OF CANTRELL – MAFIT MARTIN LUTHER KING WITH CURB RAMPS

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	4,110	7.18	29509.80
42400800	Detectable Warnings	SQ FT	70	28.00	1960.00
44000600	Sidewalk Removal	SQ FT	4,110	4.33	17796.30
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	FOOT	157	52.00	8164.00
60250500	Catch Basins to be Adj. with New Type 3 Frame and Grate	EACH	1	3900.00	3900.00
	TOTAL ALTERNATE E				61,330.10

TOTAL ALTERNATE E IN WORDS

Sixty-one thousand three hundred thirty dollars and ten cents

ALTERNATE F

SOUTH SIDE OF CANTRELL – MAFIT MARTIN LUTHER KING WITHOUT CURB RAMPS

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	3,160	7.18	22688.80
42400800	Detectable Warnings	SQ FT	20	28.00	560.00
44000600	Sidewalk Removal	SQ FT	3,160	4.33	13682.80
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	FOOT	40	52.00	2080.00
	TOTAL ALTERNATE F				39,011.60

TOTAL ALTERNATE F IN WORDS

Thirty-nine thousand eleven dollars and sixty cents

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	8-10-21	Project Title:	2021 CDBG Sidewalk Improvement Project
Total Contract Value:	$495,881.40	Project Number:	2021-21

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating Co. Inc.
Address: 819 N. Sunnyside Rd. Decatur IL 62522
Phone: 217-428-1865
Contact Person: Stuart Entler
Email: Karenentlerex6@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Loyalty Services	MBE	35,000.00	7.05%	Trucking
Huffes Ex. & Concrete	NON MBE	350,000.00	70.58%	Concrete/Concrete Removal and Seeding
Totals		385000.00	77.63%	

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

Section III: Purchase of Goods, Materials, or Equipment

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

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Garcia & Sons	phone call	not bidding / workload too full
Loyalty Services	phone call	submitted a bid
JP Excavating & Trucking	phone call	Not bidding
Roy's Paving and Sealcoating	phone call	Not bidding
Howell Trucking	phone call	Not bidding - out of area
Ruiz Construction Systems	phone call	~~Not~~ Did not submit bid

- 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

8-10-21
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:	8-10-21	Project Title:	2021 CDBG Sidewalk Improvement Projec
		Project Number:	2021-21

Prime Contractor: Entler Excavating Co. Inc.

Address: 819 N. Sunnyside Rd.
Decatur IL 62522

Phone: 217-428-1865

Contact Person: Stuart Entler

Email: karenentlerex@gmail.com

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

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

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

Signature of Prime Contractor

8/10/21
Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

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

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

REVIEWED BY:

Public Works Director

Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	8-10-21	Project Title:	2021 CDBG Sidewalk Improvement Project
Total Contract Value:	$495,881.40	Project Number:	2021-21

Section I: Minority Business Enterprise (MBE)Information

Name: Loyalty Service LLC

Address: 3722 Tulane
Decatur, IL 62522

Phone: 217-853-2204

Contact Person: JJ Rhodes

Email:

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	35,000.00	7.05%

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

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

Prime Contractor Signature	Print
[signature]	Stuart Entler
Title	**Date**
President	8-10-21

Minority Business Enterprise Signature	Print
[signature]	Jeffrey Rhodes
Title	**Date**
Owner	8-10-21

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois

COUNTY OF Macon

Stuart Entler, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Entler Excavating Co. 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:

x _____

Title President

Subscribed and sworn to before me this 11th day of August, 2021.

(SEAL)

OFFICIAL SEAL
KAREN S ROHMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06-15-2025

Karen S Rohman

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.

ENTLER EXCAVATING COMPANY INC
819 N. SUNNYSIDE ROAD
DECATUR, IL 62522

Telephone (217) 428-1865
Fax (217) 428-1895
Entlerex.com

8/10/2021

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

RE: 2021 CDBG Sidewalk Improvement Project 2021-21

To whom it may concern,

We contacted by phone:

- Garcia & Sons Const. Co. (Concrete, Seeding, and Concrete Removal): made phone call and emailed job info to them. Too busy with other jobs to bid.
- Loyalty Services (trucking): made phone call, bidding
- JP Excavating and Trucking (Concrete Removal, Seeding and trucking): made a phone call and emailed job info to them. Not bidding.
- Roy's Paving & sealcoating Co. (Asphalt): made a phone call and will not be bidding.
- Howell Trucking, Ltd. (Asphalt): made a phone call and will not be bidding because too far from Decatur, IL.
- Ruiz Construction Systems, Inc. (Concrete): made a phone call and emailed job info to them. Did not send a bid.

Sincerely,

Stuart Entler
President
Entler Excavating Co. Inc.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BOND # **ENT8-11-21**

KNOW ALL MEN BY THESE PRESENTS, that we
ENTLER EXCAVATING CO., INC.
819 N Sunnyside Rd Decatur, IL 62522
(Here insert full name ,and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and
Granite Re, Inc.
14001 Quailbrook Dr Oklahoma City, OK 73134
a corporation duly organized under the laws of the State of **MN** as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of Decatur
#1 Gary K. Anderson Plaza Decatur, IL 62523
(Here insert full name ,and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**----------Dollars 10.00%%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
2021 CDBG Sidewalk Improvement Project City Project # 2021-21
(Here insert full name, address and description of project)
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **11th** day of **August, 2021**

Karen Rohman
(Witness)

ENTLER EXCAVATING CO., INC.
(Principal) (Seal)
X
(Title) President

Dawn R. Tucker
(Witness)Dawn R. Tucker

Granite Re, Inc.
(Surety) (Seal)
Steve G. McQuiggan, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006 1
WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; HOLLY V. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALRED #11003620 EXP. 04/21/23 NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11th day of August, 2021.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

State of *Illinois*
County of *Madison*

On this 11th day of August, 2021, before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared ***Steve G. McQuiggan,*** to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

Allegheny Casualty Company
AMCO Insurance Company
American Contractors Indemnity Company
Bond Safeguard Insurance Company
Contractors Bonding and Insurance Company
Fidelity and Deposit Company of Maryland
First National Insurance Company of America
Granite Re, Inc.
Hartford Casualty Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Philadelphia Indemnity Insurance Company
Plaza Insurance Company
Star Insurance Company
State Auto Insurance Company
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Westchester Fire Insurance Company
Western Surety Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said ***Steve G. McQuiggan***, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson
Notary Public, State of Illinois
My Commission Expires **January 30, 2025**

By: *Holly V. Johnson*
Notary Public

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 62523-1196

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

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

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

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

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

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

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

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

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

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

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

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this ___ day of ____ 2021, by and between the City of Decatur, Illinois, hereinafter called "Owner", and _____, hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2021 SIDEWALK IMPROVEMENT PROJECT, CITY PROJECT 2021-21",** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 15, 2021.**

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Technical Specifications
Performance Bond	Supplemental Specifications
Addenda #1 Dated 8-6-2021	Appendix(s)

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

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

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

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. SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____

CITY CLERK MAYOR

ENTLER EXCAVATING CO., INC

_____ By _____

SECRETARY (Corporate Seal) PRESIDENT

City of Decatur, Illinois

Contract Bond

Project CDBG Sidewalk Improvement Project

Project Number 2021-21

We, Entler Excavating Co., Inc

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 Three Hundred, Sixty-Two Thousand, Five Hundred and Ten Dollars 82/100 ----------

---------- Dollars ($362,510.82), 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. _____

PRINCIPAL

Entler Excavating Co., Inc.
(Company Name)

_____
(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

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

STATE OF ILLINOIS. **(SEAL)**

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 16th day of August, A.D. 2021

Attest:

Kim Althoff
City Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2021 CDBG SIDEWALK IMPROVEMENT PROJECT
CITY PROJECT 2021-21
DATED JULY 2021

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated August 6, 2021, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PREBID MEETING MINUTES

2.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on August 3, 2021

Please make the proper acknowledgment of **addenda #1** on page **17** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer: _____ Date: August 6, 2021

Pre-bid Meeting Minutes
for

2021 Capital Development Block Grant
Sidewalk Improvement Project
City Project 2021-21

Conference Call
10:00 a.m. Wednesday, August 3, 2021

I. Introductions
Paul Caswell provided introductions

II. Project Review
The proposed improvement, CDBG Sidewalk Improvement Project, designated as City Project 2021-21, consists of removing and replacing sidewalk sections that are not in compliance with Americans with Disabilities Act standards in the John Hills neighborhood of the City. The work includes over 23,400 Square Feet of PCC sidewalk replacement, utility adjustments, and various items of restoration.

Vickie Buckingham provided brief review of the project requirements which include provisions to provide economic opportunities for Section 3 residents and Section 3 business concerns applicable to the United States Department of Housing and Urban Development (HUD) Notice of Funding Availability (NOFA) for Section 3 Covered Programs. It shall also be noted that the Section 3 requirements have changed. Contractors are encouraged to provide 25% of the labor hours to Section 3 residents. Of the 25%, the contractor is encouraged to provide at least 5% of the work hours to Section 3 residents who reside in the target area.

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

A. Policy

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

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

1. Minority Business Enterprise Goal: Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

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

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

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

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

   a. ~~a.~~ Bonus: ~~If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.~~
   This section will not be allowed requirements of 2 CFR 200.318-200.326

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

   a. The City tracks this goal through ePrismSoft and prevailing wage reports when required.

V. Other Items

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

Pre-Bid Sign-In Sheet

2021 CDBG Sidewalk Improvement Project

2021-21

Wednesday, August 3, 2021 Conference Call

Name --- Email Address	Representing	Phone Number --- Fax Number
1) Paul Caswell	**City of Decatur, Public Works Dept**	**217-424-2747**
Email: pcaswell@decaturil.gov		
2) Vickie Buckingham	**City of Decatur, Economic and Community Development**	**217-424-2777**
Email: vbuckingham@decaturil.gov		
3) Jeff Entler	**Entler Excavating**	**217-428-1865**
Email: entler@comcast.net		
4) Kiley Wolken	**A & R Services**	**217-367-4227**
Email: kwolken@ar-mech.com		
5) Katie Kinney	**Kinney Contractors**	**217-229-3322**
Email: kinney@roadbuilder.net		
6)		
Email:		
7)		
Email:		
8)		
Email:		
9)		
Email:		
10)		
Email:		

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

Project Name: 2021 CDBG Sidewalk Improvement Project

Project Number: 2021-21

Bid Date: August 11, 2021

Time: 10:00 AM

Fund:

Organization Code:
Object Code:

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate City Engineering Division Unit Price	Engineer's Estimate Total	Entler Excavating Co. Inc. 819 North Sunnyside Road Decatur, IL 62522 Unit Price	Entler Excavating Co. Inc. Total	A&R 711 Kettering Park Drive Urbana, IL 61801 Unit Price	A&R Total
	BASE BID				$0.00		$0.00		$0.00
40800040	Incidental Bituminous Surfacing	10	TON	$250.00	$2,500.00	$500.00	$5,000.00	$333.71	$3,337.10
42300300	Portland Cement Concrete Driveway Pavement, 6 Inch	47	SQ YD	$110.00	$5,170.00	$75.00	$3,525.00	$100.74	$4,734.78
42300400	Portland Cement Concrete Driveway Pavement, 8 Inch	75	SQ YD	$135.00	$10,125.00	$80.00	$6,000.00	$118.14	$8,860.50
42400200	Portland Cement Concrete Sidewalk, 5 Inch	9,190	SQ FT	$16.00	$147,040.00	$7.18	$65,984.20	$8.12	$74,622.80
42400410	Portland Cement Concrete Sidewalk, 8 Inch	992	SQ FT	$21.00	$20,832.00	$9.50	$9,424.00	$13.67	$13,560.64
44000200	Driveway Pavement Removal	122	SQ YD	$30.00	$3,660.00	$20.75	$2,531.50	$30.69	$3,744.18
44000600	Sidewalk Removal	10,182	SQ FT	$5.00	$50,910.00	$4.33	$44,088.06	$2.57	$26,167.74
56500600	Domestic Water Service Boxes to be Adjusted	4	EACH	$1,500.00	$6,000.00	$2,000.00	$8,000.00	$247.59	$990.36
	ALTERNATE A								
42400200	Portland Cement Concrete Sidewalk, 5 Inch	6,037	SQ FT	$16.00	$96,592.00	$7.18	$43,345.66	$12.74	$76,911.38
42400800	Detectable Warnings	120	SQ FT	$50.00	$6,000.00	$28.00	$3,360.00	$21.80	$2,616.00
44000600	Sidewalk Removal	6,037	SQ FT	$5.00	$30,185.00	$4.33	$26,140.21	$2.59	$15,635.83
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	207	FOOT	$75.00	$15,525.00	$52.00	$10,764.00	$46.30	$9,584.10
60250500	Catch Basins to be Adj. with New Type 3 Frame and Grate	1	EACH	$2,500.00	$2,500.00	$3,900.00	$3,900.00	$886.64	$886.64
60250600	Catch Basins to be Adj. with New Type 15 Frame and Grate	1	EACH	$3,500.00	$3,500.00	$3,900.00	$3,900.00	$779.97	$779.97
	ALTERNATE B								
42400200	Portland Cement Concrete Sidewalk, 5 Inch	4,718	SQ FT	$16.00	$75,488.00	$7.18	$33,875.24	$8.09	$38,168.62
44000600	Sidewalk Removal	4,718	SQ FT	$5.00	$23,590.00	$4.33	$20,428.94	$2.59	$12,219.62
	ALTERNATE C								
42400200	Portland Cement Concrete Sidewalk, 5 Inch	4,559	SQ FT	$16.00	$72,944.00	$7.18	$32,733.62	$12.74	$58,081.66
42400800	Detectable Warnings	80	SQ FT	$50.00	$4,000.00	$28.00	$2,240.00	$21.80	$1,744.00
44000600	Sidewalk Removal	4,559	SQ FT	$5.00	$22,795.00	$4.33	$19,740.47	$2.59	$11,807.81
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	127	FOOT	$75.00	$9,525.00	$52.00	$6,604.00	$46.30	$5,880.10
60250600	Catch Basins to be Adj. with New Type 15 Frame and Grate	1	EACH	$3,500.00	$3,500.00	$3,900.00	$3,900.00	$779.97	$779.97
	ALTERNATE D						$0.00		$0.00
42400200	Portland Cement Concrete Sidewalk, 5 Inch	3,480	SQ FT	$16.00	$55,680.00	$7.18	$24,986.40	$8.09	$28,153.20
44000600	Sidewalk Removal	3,480	SQ FT	$5.00	$17,400.00	$4.33	$15,068.40	$2.59	$9,013.20
	ALTERNATE E								
42400200	Portland Cement Concrete Sidewalk, 5 Inch	4,110	SQ FT	$16.00	$65,760.00	$7.18	$29,509.80	$12.00	$49,320.00
42400800	Detectable Warnings	70	SQ FT	$50.00	$3,500.00	$28.00	$1,960.00	$21.80	$1,526.00
44000600	Sidewalk Removal	4,110	SQ FT	$5.00	$20,550.00	$4.33	$17,796.30	$2.59	$10,644.90
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	157	FOOT	$75.00	$11,775.00	$52.00	$8,164.00	$46.30	$7,269.10
60250500	Catch Basins to be Adj. with New Type 3 Frame and Grate	1	EACH	$2,500.00	$2,500.00	$3,900.00	$3,900.00	$886.64	$886.64
	ALTERNATE F								
42400200	Portland Cement Concrete Sidewalk, 5 Inch	3,160	SQ FT	$16.00	$50,560.00	$7.18	$22,688.80	$12.00	$37,920.00
42400800	Detectable Warnings	20	SQ FT	$50.00	$1,000.00	$28.00	$560.00	$21.80	$436.00
44000600	Sidewalk Removal	3,160	SQ FT	$5.00	$15,800.00	$4.33	$13,682.80	$2.59	$8,184.40
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	40	FOOT	$75.00	$3,000.00	$52.00	$2,080.00	$46.30	$1,852.00
							$0.00		$0.00

TOTAL BASE BIDS (AS CORRECTED)	$246,237.00	$144,552.76	$136,018.10
TOTAL ALTERNATE A (AS CORRECTED)	$154,302.00	$91,409.87	$106,413.92
TOTAL ALTERNATE B (AS CORRECTED)	$99,078.00	$54,304.18	$50,388.24
TOTAL ALTERNATE C (AS CORRECTED)	$112,764.00	$65,218.09	$78,293.54
TOTAL ALTERNATE D (AS CORRECTED)	$73,080.00	$40,054.80	$37,166.40
TOTAL ALTERNATE E (AS CORRECTED)	$104,085.00	$61,330.10	$69,646.64
TOTAL ALTERNATE F (AS CORRECTED)	$70,360.00	$39,011.60	$48,392.40
TOTAL BASE + ALTERNATE A, C, & E (Cantrell Work with Curb Ramps)	$617,388.00	$362,510.82	$390,372.20
TOTAL BASE + ALTERNATE B, D, & F (Cantrell Work Without Curb Ramps)	$488,755.00	$277,923.34	$271,965.14
Percent Over Under Base + A, C, & E ENGINEER'S ESTIMATE		-43.14%	-44.36%

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

8/11/2021
Date

2021 CDBG Sidewalk Improvement Project
Location Map
City Project 2021-21

City of Decatur, Illinois
Public Works Department
Engineering Division

SUBJECT: Ordinance Granting Conditional Use Permit for the Construction of a Government Building (Fire Station) at 3530 and 3550 East Chestnut Avenue

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-27

August 13, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Greg Crowe, Assistant Director of Economic & Community Development

SUBJECT: Ordinance Granting Conditional Use Permit for the Construction of a Government Building (Fire Station) at 3530 and 3550 East Chestnut Avenue

SUMMARY RECOMMENDATION: Staff recommends approval of the Conditional Use Permit for the construction of a government building (fire station) at 3530 and 3550 E Chestnut Ave. The City Plan Commission voted 5-0 to recommend approval of the petition at the August 5, 2021 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject petition is a request for a Conditional Use Permit to allow for the construction of a fire station in the R-2 district. The purpose is to replace the existing Fire Station #7 located at the Decatur Airport. The current station is too small to meet the needs of our fire department and is no longer geographically located where needed.

The Fire Department selected the proposed location based on a fire service study recommendation. Over the past couple of decades, the city has been growing and development has been increasing south of US 36. The property at 36th St. & Route 36 is more geographically centered within the current and projected service area of the Decatur Fire Department, east of Lake Decatur.

The proposed 2-bay, one-story building has a floor area of 7,700 square feet. Two driveway approaches, one for fire trucks and the other for visitor and staff parking, serving the proposed fire station will be on Chestnut Avenue. A total of ten (10) parking spaces will be provided on site including a handicap space. Landscaping meeting the City's Zoning Ordinance will also be provided on the site.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE GRANTING CONDITIONAL USE PERMIT
CONSTRUCTION OF A GOVERNMENT BUILDING (FIRE STATION)
- 3530 AND 3550 EAST CHESTNUT AVENUE -

WHEREAS, on the 5th day of August 2021, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of the City of Decatur for a Conditional Use Permit under the provisions of Section XXIII.A.2 of the Zoning Ordinance to allow for the construction of a Government Building (Fire Station) in the R-2 Single Family Residence District on property located in the City of Decatur, Illinois and legally described as follows:

PARCEL ONE LEGAL DESCRIPTION (NO. 3550)

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eighteen (18) in Block Five (5) of Morningside Place, an Addition to the City of Decatur, Illinois, as per Plat recorded in Book 646 on Page 292 of the Records in the Recorder's Office of Macon County, Illinois.

PARCEL TWO LEGAL DESCRIPTION (NO. 3530)

Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Seventeen (17) In Block Five (5) of Morningside Place, an Addition to the City of Decatur, as per Plat recorded in Book 646, page 292 of the Records in the Recorder's Office of Macon County, Illinois; and,

WHEREAS, said Decatur City Plan Commission recommended that such Conditional Use Permit be approved.

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

Section 1. That the recommendation and report of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and granted.

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein that a Conditional Use Permit be, and it is hereby, granted to the City of Decatur as the petitioner, and only to the City of Decatur to allow for the construction of a Government Building (Fire Station) in the R-2 Single Family Residence District.

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Community Development Department and Public Works Department prior to building permits being released.
2. A minor subdivision plat for the new combined lot shall be submitted to and approved by the Community Development Department and Public Works Department prior to building permits being released.

Section 3. That said Conditional Use Permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512, as amended, the same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of this Conditional Use Permit.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of August, 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

ROUTE 36
OHE
FO
41.5'±
SIDE YARD SETBACK
PATIO
MECH COURT
DECATUR FIRE STATION 7
BUILDING ENTRY
STATION APRON
FLAG POLE
40'
58'
FRONT YARD SETBACK
PARKING (10)
DUMPSTER
15'±
PARKING SETBACK
N
CHESTNUT AVE.
SITE PLAN
SCALE: 1"=10'

STAFF REPORT
Decatur City Plan Commission

Hearing Date	August 5, 2021
Calendar No.	21-10
Property Location	3530 and 3550 E. Chestnut Ave.
Request	Conditional Use Permit to allow for a government building, the construction of a Fire Station, in the R-2 Single Family Residence District
Petitioner	City of Decatur
Representative	Jon Kindseth, Deputy City Manager

BACKGROUND

The subject site contains two single-family residences and accessory structures on an approximately 1.70 acre site. This subject site is zoned R-2 Single Family Residence District.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Single Family Residence	R-2	Residential - Low Density
North	ROW/US Route 36	County	ROW
South	Single Family Residence	R-2	Residential - Low Density
East	Commercial	B-2	Retail
West	Single Family Residence	R-2	Residential - Low Density

PROJECT DESCRIPTION

The subject petition is a request for a Conditional Use Permit to allow for the construction of a fire station in the R-2 district. The purpose is to replace the existing Fire Station #7 located at the Decatur Airport. The current station is too small to meet the needs of our fire department and is no longer geographically located where needed.

The Fire Department selected the proposed location based on a fire service study recommendation. Over the past couple of decades, the city has been growing and development has been increasing south of US 36. The property at 36th St. & Route 36 is more geographically centered within the current and projected service area of the Decatur Fire Department, east of Lake Decatur.

The proposed 2-bay, one-story building has a floor area of 7,700 square feet. The petitioner owns both 3530 and 3550 E Chestnut Ave. The new alignment of the fire station with the additional land will allow for the building to be situated in alignment with the existing homes along Chestnut Ave and provide for two (2) driveway approaches to separate the fire equipment ingress/egress from staff and visitor parking.

The new fire station will be setback forty (40) feet from the west property line. The minimum side yard setback is eight (8) feet in the R-2 Single Family Residence District.

Two driveway approaches, one for fire trucks and the other for visitor and staff parking, serving the proposed fire station will be on Chestnut Avenue. A total of ten (10) parking spaces will be provided on site including a handicap space.

Landscaping meeting the City's Zoning Ordinance will also be provided on the site.

STAFF ANALYSIS

Staff supports the proposed Conditional Use Permit, as a relocated, newly constructed fire station, replacing the existing Fire Station #7 that will help to better serve the eastern part of the community.

According to Section XXIII.A.3., there are three standards which must be met in order to grant a conditional use permit. The first standard requires that the use be "necessary for the public convenience at the location." The proposed use is generally compatible with the surrounding area and the proposed fire station will provide a fire protection service for area residents and businesses in the eastern part of the community.

The proposed use also meets the second standard. The facility is located and designed to be operated in a way the public health, safety and welfare will be protected. The proposed relocation of Fire Station #7 will help to better serve those heavily residential and commercial areas in the eastern part of our community and south of US Route 36 with better response times. The City will study whether Chestnut Avenue needs to be widened for sufficient Fire Station turning radius and, if so warranted, will improve Chestnut Avenue from South 36th Street to the Fire Station driveway.

Last, the improvement to the property should not cause injury to the value of other properties in the areas meeting the third standard.

STAFF RECOMMENDATION

Staff recommends approval of the petition with the following conditions:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Community Development Department and Public Works Department prior to building permits being released.
2. A minor subdivision plat for the new combined lot shall be submitted to and approved by the Community Development Department and Public Works Department prior to building permits being released.

PLAN COMMISSION ACTION

Section XXIII.A.2. requires the Plan Commission to hold a public hearing on a Conditional Use Permit request, and then forward its report and recommendation to the City Council for a final

decision. A motion to forward Calendar 21-10 to City Council by the Plan Commission with a recommendation for approval is suggested.

This report constitutes the testimony and recommendation of the Planning and Development Division, Community Development Department, City of Decatur.

Greg Crowe, AICP
Planning and Development Manager

ATTACHMENTS

1. Petition
2. Location and Zoning Map
3. Concept Plan

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	City of Decatur				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone		Fax		E-mail	
Property Owner	City of Decatur				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone		Fax		E-mail	
Representative	Jon Kindseth, Deputy City Manager				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2801	Fax		E-mail	jkindseth@decaturil.gov

SECTION TWO: SITE INFORMATION						
Street Address	3530 & 3550 E Chestnut Ave					
Legal Description						
Present Zoning	☐ R-1	☑ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:	Single Family Residential Structures					
Size of Tract	1.7 ☐ SF ☑ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☑ NO
Other:	Conditional Use Permit for Government Building					

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

The purpose of the proposed Conditional Use Permit is to allow for the construction of a Government Building (Fire Station).

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

The construction of a government building (Fire Station) at this location would provide better emergency coverage to the community's residents and businesses. The construction of a new Fire Station would mean the building would meet all current standards for new construction and development.

SECTION FIVE: CERTIFICATION

	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		**Date**	July 8, 2021

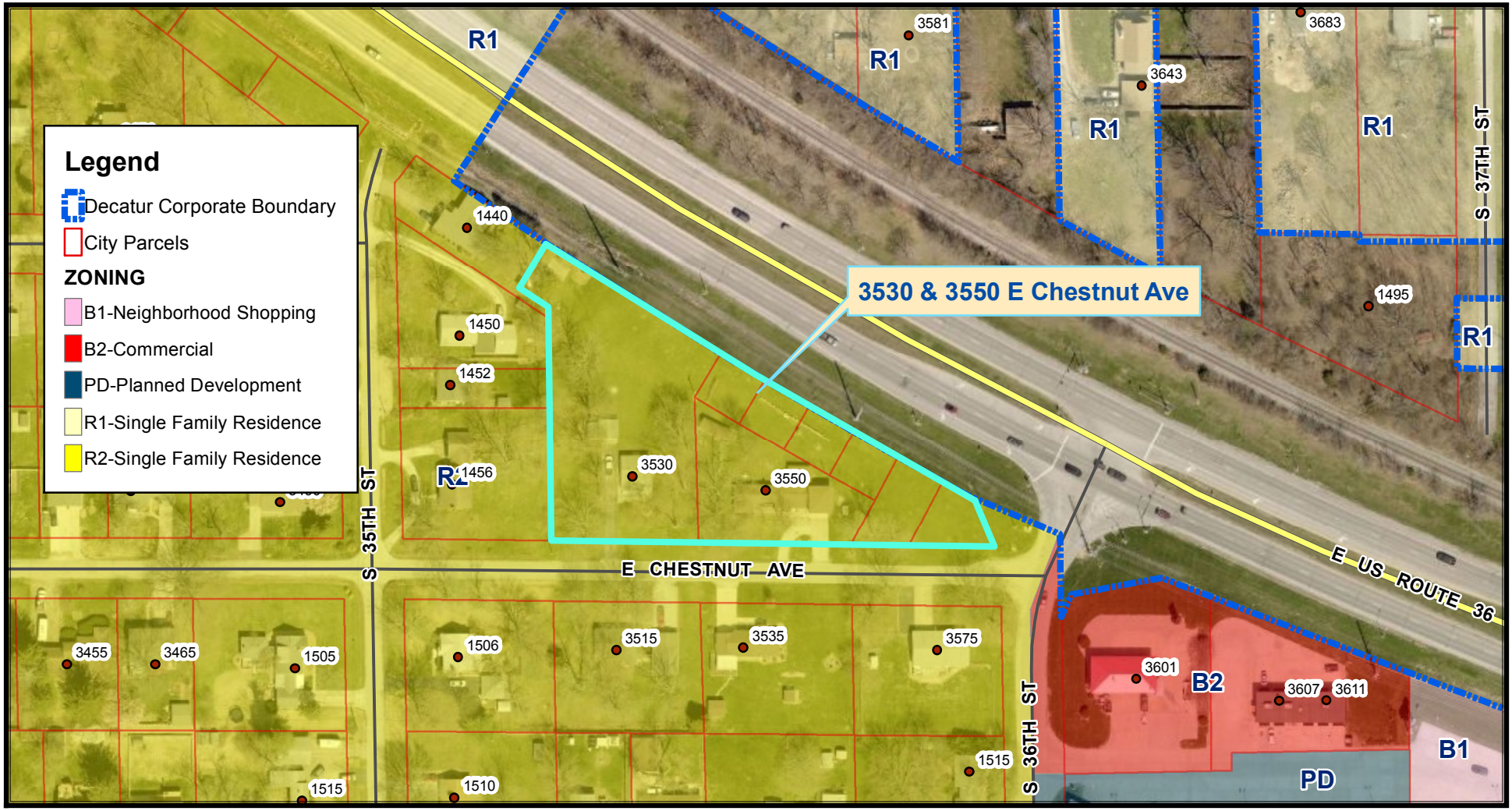
NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

City of Decatur Plan Commission
3530 & 3550 E Chestnut Ave



Case No:	21-10
Date:	August 5, 2021
Petition of:	City of Decatur
Requested Action:	Conditional Use Permit in the R-2 Single Family Residence District to allow for a government building

N W E S

1 inch = 150 feet

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, August 5, 2021
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The August 5, 2021 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present:	Jason Drake, Bruce Frantz, Pat McDaniel, Andrew Taylor, Susie Peck
Members Absent:	Bill Clevenger, Kent Newton, Mike Peoples
Staff Present:	Greg Crowe, Joselyn Stewart, Jon Kindseth, John Robinson, Janet Poland

II. Approval of Minutes of the July 8, 2021 City Plan Commission Meeting

It was moved and seconded (McDaniel/Taylor) to approve the minutes of the May 6, 2021 meeting of the Decatur City Plan Commission. Motion carried with Bruce Frantz and Susie Peck abstaining.

III. New Business

Case No. 21-10 Petition of CITY OF DECATUR, for a Conditional Use Permit in the R-2 Single Family Residence District to allow for a government building located at 3530 & 3550 EAST CHESTNUT AVENUE

It was moved and seconded (McDaniel/Frantz) to forward Case No. 21-10 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Greg Crowe was sworn in by Mrs. Janet Poland.

Mr. Crowe discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Community Development Department and Public Works Department prior to building permits being released.
2. A minor subdivision plat for the new combined lot shall be submitted to and approved by the Community Development Department and Public Works Department prior to building permits being released.

Discussion amongst the Plan Commission members and City staff followed Mr. Crowe's presentation including the traffic signal at US Route 36.

There were no objectors present.

Upon call of the roll, Commission members Jason Drake, Bruce Frantz, Pat McDaniel, Andrew Taylor and Susie Peck voted aye. Motion carried unanimously.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members and Staff

Mr. Crowe stated this meeting with be Mrs. Janet Poland's last meeting as she is retiring on Friday, August 6th. Mr. Crowe and Chairman Peck expressed their thanks for all the help Mrs. Poland has given them, the Commission and the Economic and Community Development Department over the years.

VI. Adjournment

There being no further business, it was moved and seconded (McDaniel/Taylor) to adjourn the meeting.

Upon call of the roll, Commission members Jason Drake, Bruce Frantz, Pat McDaniel, Andrew Taylor and Susie Peck voted aye. Motion carried unanimously.

Chairman Peck declared the meeting adjourned at 3:08 P.M.

_____

Bruce Frantz, Secretary, Decatur City Plan Commission

DATE: 8/12/2021

MEMO:

TO: Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Felmley Dickerson for the Construction of New Fire Station #7.

SUMMARY RECOMMENDATION: It is recommended that the contract be approved so that the contractor can begin work this year. This station will be the exact same design as Fire Station #3, now being completed on North Fairview. Felmley Dickerson was also awarded the contract for Station #3.

INPUT FROM OTHER SOURCES: The consultant's recommendation was that the city leave the current airport location, because it can better serve areas east of Lake Decatur from a new location, and because Station #7 no longer meets the city's needs. The current Station #7 structure was built in the 1960s and is owned by the Park District. The Park District is not happy about the city's decision to leave the airport location, but they are receiving ARP money that will be used for a new fire response structure on the grounds of the airport. The Park District's airport staff currently man their aviation fire apparatus, and they will continue to do so after the city relocates Station #7. As it has in the past, the city will back-up the Park District/Airport fire personnel as necessary.

BUDGET/TIME IMPLICATIONS: In addition to fire station bond funds, the City Council anticipated the need for most of the additional funds required to complete this project from reimbursed CURE money, when they adopted a budget amendment on August 2.

ATTACHMENTS:

Description	Type
Council Memo for Station 7 Construction	Cover Memo
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Felmeley-Dickerson Co. for Construction of a New Fire Station #7	Resolution Letter
Contract	Backup Material
Letter of Recommendation Station 7	Backup Material
Bid Summary-Fire	Backup Material

Fire Department

DATE: 8/16/2021

MEMO: 2021-10

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Felmley-Dickerson for the Fire Station No. 7 Construction Project.

SUMMARY RECOMMENDATION:
It is recommended that City Council approve the attached Resolution authorizing the Mayor and City Clerk to execute a contract between Felmley-Dickerson and the City of Decatur, Illinois at a bid award of $3,110,075.00 for the construction of Fire Station No. 7.

The Contractor intends to use the services of a minimum of two Minority Business Enterprises (MBE) for the project that will provide a minimum of 18% of the contracted work with a possibility of more. Both of the MBE companies are local companies. The contractor provided evidence of having made a good faith effort to meet the City's MBE goal as part of the bid, having originally made documented contact with numerous MBE firms.

BACKGROUND:
City Council adopted City Council Ordinance 2018-16 on May 21, 2018 approving the issuance of a general obligation bond not to exceed $8,000,000.00 to pay the cost of construction for three (3) fire stations. Resolution R2018-21 gave approval to engage Dewberry Architects to design and manage construction of these projects.

This is the final fire facility recommendation of the Dewberry report. Four of the fire stations have been remodeled, two have already been replaced with new stations, and this is the third station replacement project. Felmley-Dickerson is the contractor which performed all of the work on the fire stations, with the exception of the construction of the new Station #5.

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

STAFF REFERENCE: Jeff Abbott, Fire Chief and Jon Kindseth, Deputy City Manager, Jim Ohl, Deputy Fire Chief

BUDGET/TIME IMPLICATIONS: Funding is primarily coming from the bond proceeds and this was included in the 2021 budget and additional funds provided from CARES and ARP monies.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FELMLEY-DICKERSON CO. FOR CONSTRUCTION OF A NEW FIRE STATION #7

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

Section 1. That the tabulation of the bids received for the Fire Station #7 construction project be, and they are hereby, received and placed on file.

Section 2. That the bid of Felmley-Dickerson Co. be accepted, and a contract awarded accordingly, and that said contract between Felmley-Dickerson Co. and the City of Decatur is for a total amount of $3,110,000.00.

Section 3. That the City Manager or designee, is hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Felmley-Dickerson Co. for a total amount of $3,110,000.00 in substantially the same or similar form as attached.

PRESENTED AND ADOPTED THIS 16th day of August 2021.

_____
Julie Moore Wolfe
MAYOR

ATTEST:

_____
Kim Althoff, City Clerk

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Eleventh day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Decatur
1 Gary K Anderson Plaza
Second Floor
Decatur, Illinois 62523
217-424-2702

and the Contractor:
(Name, legal status, address and other information)

Felmley-Dickerson Company
803 E. Lafayette Street
Bloomington, Illinois 61701
309-828-4317

for the following Project:
(Name, location and detailed description)

Decatur Fire Department, Fire Station No. 7
Decatur, Illinois

The Architect:
(Name, legal status, address and other information)

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, Illinois 61602
309-282-8000
Fax: 309-282-8001

The Owner and Contractor agree as follows.

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.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: July 1, 2022

(Paragraph deleted)
(Table deleted)
(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million, One Hundred Ten Thousand Dollars and Zero Cents ($3,110,000.00), subject to additions and deductions as provided in the Contract Documents.

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance No. 1	$100,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Cost A	Cubic Yard	$75.00

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to

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User Notes:

substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent

(Paragraphs deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

as required by governing law

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

as required by governing law

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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User Notes:

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Gregg Zientara
City Treasurer, Director of Finance
City of Decatur
1 Gary K Anderson Plaza – 2nd Floor
Decatur, Illinois 62523

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jim Meek, President
Felmley-Dickerson Company
401 E. Lafayette Street
Bloomington, Illinois 61701
309-828-4317
jimmeek@fdco.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

as specified in project manual

(Paragraphs deleted)
ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date	Pages
000115	List of Drawing Sheets	July 7, 2021	3

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.6 Specifications

Section	Title	Date	Pages
Table of Contents	Project Manual TOC	July 7, 2021	6

.7 Addenda, if any:

Number	Title	Date	Pages
Addendum 001	Document 009113	August 2, 2021	16
Addendum 002	Document 009113	August 6, 2021	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[
(Paragraphs deleted)
X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 002114B	City of Decatur Terms & Conditions and Minority Participation Goals	July 7, 2021	6
Section 007200	General Conditions	July 7, 2021	1
Section 007300 As amended by City of Decatur	Supplementary Conditions	July 7, 2021	13
Section 007301A	City of Decatur Terms & Conditions	July 7, 2021	13

(Paragraphs deleted)

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Gregg Zientara, City Treasurer, Director of Finance	Jim Meek, President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:08:15 ET on 08/11/2021.

PAGE 1

AGREEMENT made as of the Eleventh day of August in the year 2021

...

(Name, legal status, address and other information)

City of Decatur
1 Gary K Anderson Plaza
Second Floor
Decatur, Illinois 62523
217-424-2702

...

Felmley-Dickerson Company
803 E. Lafayette Street
Bloomington, Illinois 61701
309-828-4317

...

Decatur Fire Department, Fire Station No. 7
Decatur, Illinois

...

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, Illinois 61602
309-282-8000
Fax: 309-282-8001

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] By the following date: July 1, 2022

~~§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

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~~Portion of Work~~ ~~Substantial Completion Date~~

~~§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.~~

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($),~~ Three Million, One Hundred Ten Thousand Dollars and Zero Cents ($3,110,000.00), subject to additions and deductions as provided in the Contract Documents.

~~§ 4.2 Alternates~~
~~§ 4.2.1 Alternates, if any, included in the Contract Sum:~~

~~Item~~ ~~Price~~

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.~~
~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

~~Item~~	~~Price~~	~~Conditions for Acceptance~~
...		
Allowance No. 1	$100,000.00	
...		
Unit Cost A	Cubic Yard	$75.00

~~§ 4.5 Liquidated damages, if any:~~
~~*(Insert terms and conditions for liquidated damages, if any.)*~~

~~§ 4.6 Other:~~
~~*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*~~

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~( )~~ thirty (30) days after the Architect receives the Application for Payment.
PAGE 4

Ten Percent

~~§ 5.1.7.1.1 The following items are not subject to retainage:~~
~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

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...

as required by governing law

...

as required by governing law

PAGE 5

~~%~~

...

[X] Litigation in a court of competent jurisdiction

...

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

...

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

PAGE 6

Gregg Zientara
City Treasurer, Director of Finance
City of Decatur
1 Gary K Anderson Plaza – 2nd Floor
Decatur, Illinois 62523

...

Jim Meek, President
Felmley-Dickerson Company
401 E. Lafayette Street
Bloomington, Illinois 61701
309-828-4317
jimmeek@fdco.com

...

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User Notes:

as specified in project manual

~~§ 8.7 Other provisions:~~

...

Number	Title	Date	Pages
000115	List of Drawing Sheets	July 7, 2021	3

PAGE 7

Table of Contents	Project Manual TOC	July 7, 2021	6

...

Number	Title	Date	Pages
Addendum 001	Document 009113	August 2, 2021	16
Addendum 002	Document 009113	August 6, 2021	2

...

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

~~[ ] The Sustainability Plan:~~ X] Supplementary and other Conditions of the Contract:

~~Title~~ ~~Date~~ ~~Pages~~

Document	Title	Date	Pages
Section 002114B	City of Decatur Terms & Conditions and Minority Participation Goals	July 7, 2021	6
Section 007200	General Conditions	July 7, 2021	1
Section 007300 As amended by City of Decatur	Supplementary Conditions	July 7, 2021	13
Section 007301A	City of Decatur Terms & Conditions	July 7, 2021	13

~~[ ] Supplementary and other Conditions of the Contract:~~

~~Document~~ ~~Title~~ ~~Date~~ ~~Pages~~

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Gregg Zientara, City Treasurer, Director of Finance Jim Meek, President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:08:15 ET on 08/11/2021 under Order No. 2035534887 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes:

Dewberry

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, IL 61602

309.282.8000
309.282.8001 fax
www.dewberry.com

August 11, 2021

City of Decatur.
Attn: Gregg Zientara, City Treasurer & Director of Finance
1 Gary K Anderson Plaza – 2nd Floor
Decatur, IL 62523

RE: Decatur Fire Department Fire Station No. 7 - 50138352

Dear Mr. Zientara,

Following the City of Decatur's review of the Bid Proposals that were submitted on August 10, 2021 for the Decatur Fire Department Fire Station No. 7, we met with the apparent low bidder. Before providing my recommendation, I offer the following summary of the Bid submissions in ascending order.

Felmley-Dickerson $3,110,000: Based on the City's review of the MBE documents, they successfully completed the required forms and met or exceeded the goal. Based on our meeting with Felmley-Dickerson, we feel comfortable with their knowledge of the project and that their understanding of the scope of work appears to be complete. Felmley-Dickerson appears to have experience consistent with this scope of work including past successful projects on multiple fire stations for the Decatur Fire Department, including the recent completion of Fire Station No. 3 having the same building plan and construction as the proposed Station No. 7 under consideration, which resulted in a good final product and professional working relationship with city department leadership and staff. Felmley-Dickerson also indicated that they have the manpower available and are ready to execute the project scope of work upon contract award.

Grunloh $3,237,000: Based on the City's review of the MBE documents, they successfully completed the required forms and met or exceeded the goal.

Christy-Foltz $3,474,917: Based on the City's review of the MBE documents, they successfully completed the required forms and met or exceeded the goal.

Upon review of all the bids and a meeting with Felmley-Dickerson, it is our recommendation that the City of Decatur accept the proposal of $3,110,000 from the lowest qualified bidder Felmley-Dickerson.

Sincerely,

Nathan D. Custer, AIA, NCARB, LEED AP, CNU
Senior Project Architect – Director of Design

Cc.: Jeff Abbott, Fire Chief
Jim Ohl, Deputy Fire Chief
Jon Kindseth, Assistant City Manager
Jonathan Tallman, Project Manager

Project Name: Fire Station #7 Bid Date: 8/10/2021 Time: 2:00 p.m.				Felmley-Dickerson Co Bloomington, IL		Grunloh Construction Effingham, IL		Christy Foltz Decatur, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Base Bid				$3,110,000.00		$3,237,000.00		$3,474,917.00
	Unit Costs/Cubic Yard		C.Y.		$75.00		$70.00		$630.00
TOTAL					$3,110,075.00		$3,237,070.00		$3,475,547.00

DATE: 8/12/2021

MEMO:

TO: Mayor Moore Wolfe and City Council

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Submittal of the Application Dated August 20, 2021 for Public Transportation Capital Assistance Grant Under the IDOT'S General Authority to Make Such Grants

ATTACHMENTS:

Description	Type
Memo for Capital Assistance Grant 2021	Cover Memo
Resolution Authorizing Submittal of the Application Dated August 20, 2021 For a Public Transportation Capital Assistance Grant Under the IDOT's General Authority to Make Such Grants	Resolution Letter
Rebuild IL Application FY2021 Draft	Backup Material

DECATUR PUBLIC TRANSIT
MEMORANDUM

August 16, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot, Wrighton, City Manager
Jon Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator
Lacie Elzy, Grants and Procurement Manager

SUBJECT: Resolution Authorizing Submittal of the Application dated August 20, 2021 for a Public Transportation Capital Assistance Grant Under The Illinois Department of Transportation's General Authority to Make such Grants.

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

BACKGROUND: The City of Decatur is making application to the Illinois Department of Transportation for Capital Assistance Grant funding. The amount applied for this fiscal year is $6,225,000. These funds will cover the costs for repairs or replacements of items that are included in Federal mandated, Transit Asset Management plan as well as the Capital Needs Assessment, which is submitted annually to Illinois Department of Transportation. The items that we have included in this application includes, Four 35 foot low floor heavy duty replacement buses with hybrid technology, five ADA accessible vans for micro-transit expanded service, 24 new bus shelters, construction of bus hanger/carport for vans and cutaway vehicles, these vehicles currently are parked and exposed to outside elements, parking lot repairs at the administration & maintenance facility, sidewalks, curb cuts and ADA accessible platforms at bus stop locations throughout the City, repairs to transit facilities, generators for transit center and maintenance buildings and equipment for technology advancements. These items are also included in the (TIP) Transportation Improvement Plan and the Capital Needs Assessment.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or Jkindseth@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov; Lacie Elzy at 542-3559 or lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUBMITTAL OF THE APPLICATION DATED AUGUST 20, 2021 FOR A PUBLIC TRANSPORTATION CAPITAL ASSISTANCE GRANT UNDER THE IDOT'S GENERAL AUTHORITY TO MAKE SUCH GRANTS.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of the City of Decatur, Illinois

Section 2. That the City Manager, or designee, of the City of Decatur is hereby authorized and directed to sign and submit such application on behalf of the City of Decatur, Illinois.

Section 3. That the Grants and Procurment Manager of the City of Decatur is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That Mayor of the City of Decatur is hereby authorized and directed to execute on behalf of the City of Decatur the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That Mass Transit Administrator of the City of Decatur is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENTED AND ADOPTED this 16th day of August 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

State of Illinois
Department of Transportation
Office of Intermodal Project Implementation

Application for Capital Assistance Grant

Legal Name of Applicant City of Decatur	Date of Application 8/20/2021
Street Address, City, and Zip Code **1 Gary K Anderson Plaza** **Decatur, IL 62523**	
Contact Person Title **John Williams, Mass Transit Administrator**	Telephone Number **(217)424-2814**

Please identify by name and title in the space below the chief officers of record of applicant's governing board, such as Chairman, President, Secretary, Treasurer or comparably designated officers (add additional page if necessary):

Scot Wrighton	City Manager
Name	Officer's Title
Jon Kindseth	Deputy City Manager
Name	Officer's Title
John Williams	Mass Transit Administrator
Name:	Officer's Title:
Gregg Zientara	Director of Finance & City Treasurer
Name	Officer's Title

Applicant is a (please check one):

__X__Municipality
____County
____Other** _____

In support of this application, I offer the above data and attached supporting documents as required. I certify that the statements herein and in the supporting documents are correct and complete.

Applicant	Date
Name of Authorized Official	Title

Signature Attest

The City of Decatur hereby applies to the Illinois Department of Transportation for a Capital Improvement Grant. Required resolutions, certifications and other documents in support of this grant request are attached and are considered a part of this application.

A. Project Description (attach additional pages if necessary)

The City of Decatur is applying for funding for projects in support of the expansion, operating, and administration of the transit system. All projects support the necessary functions to run and maintain the transit system as well as to expand our services. All projects involve property and equipment owned by the City of Decatur. The City of Decatur seeks funding to procure five microbuses for a small microtransit fleet. In addition to the five microtransit vehicles, we also seek to procure four replacement buses to replace four (4) 2010 35' low-floor, heavy-duty hybrid buses. For improvements to the facilities, the City of Decatur seeks funding for repairs and updates to the interior and exterior of the Transit facilities. Interior repairs and updates include the purchase of new office furniture, dispatch office remodeling, resurface and epoxy to the Maintenance garage floor, and bathroom updates. Exterior repairs and updates include the addition of a new bus carport shelter, window repairs or replacements, painting, adding benches and planters to the bus bay for additional security, improving access ramps to adjacent sidewalks, additional parking lot repairs, and landscaping. The City also wishes to make needed ADA sidewalk repairs to bus stops City-wide in order to increase accessibility and access to our residents. The City intends to make technology improvements that include great public WIFI access, creating an announcement system for hearing or visually impaired passengers, and purchasing internal and external commercial monitors for live tracking and planning software. Additionally, the City requests funding for the purchase of equipment. The City plans to purchase additional bus shelters and back-up generators for both facilities, which involves electrical updates to support the generators. The City of Decatur Transit System is unique in the fact that we are a function of the City Government, housed in the division of the City Management. The City of Decatur is a full-service municipal government with in house services providing adequate technical, legal, and financial support to undertake the various projects. City receives the support of public works, legal counsel, IT services, and financial guidance from City Departments.

B. Project Justification (attach additional pages if necessary)

The City of Decatur seeks to expand our services by adding a microtransit fleet that will allow us to provide taxi services to our residents after hours or to off-route locations. During 2020 the only taxi service in Decatur closed down their operations and there are limited options for our residents. We wish to fill this gap in services by adding a microfleet. The replacement of revenue vehicles will keep operating costs lower, with less repairs to older vehicles. The replacement of the revenue vehicles will also allow us to expand our services by adding a limited route run on Sundays. The patrons of our buses are low-income riders who have requested bus services on Sundays in lieu of utilizing servicces such as Uber which can cost them upwards of $10 for a one-way ride. By expanding our services with the rolling stock and microbuses we will be providing social equity for our residents. In order to provide public transportation to the citizens of Decatur and the surrounding communities we must regularly repair and upgrade facilities and vehicles to maintain the overall functioning and longevity of the services provided. These proposed improvements and purchases allow for more safety, as benches and planters will prevent

pedestrians from entering the bus bay. The planned repairs to the facilities will increase energy efficiency, and improve the overall appearance of the transit facilities. The addition of the carport for the new microtransit fleet will protect the new vehicles as well as provide shelter for our paratransit fleet. This much needed busport will increase the longevity of our microfleet and keep them in good repair while protecting them from the elements. The purchase of additional bus shelters will add lighting as a security feature, and include space for advertisements for a revenue source Greater public access to wifi services will provide internet access for passengers who previously would be unable to use phone/tablet/laptop services. Repairs to the ramps and parking lot surrounding the facilities will reduce the risk of accidents, as well as provide the appropriate ADA access for wheel-chairs. Repairs to our bus stop sidewalks with ADA upgrades will improve accessibility and access to our buses for our residents. Updates to the dispatch office will allow for a more streamlined approach to scheduling rides, as this will allow a merge between the dispatch and paratransit office space. Adding an announcement system will provide information to all types of differently abled passengers. Purchasing generators is necessary in the event of an emergency, and will allow transit to be better prepared in the event of power outages. Generators will allow transit to continue to operate despite power outages allowing us to conitnue to provide our necessary services. Resurfacing and epoxying the floor in the maintenance garage increases safety and overall appearance and lifespan of the garage.

C. Proposed Project Budget

1. Please provide a description of each project line item and a breakdown of estimated project cost by funding source. Please specify whether state funding requested is intended to be utilized as a match to federal funding for a competative federal grant.

Line Item Activity	Total Project Cost	Federal	State	Local
Rolling Stock: Four 30 low-floor, heavy-duty diesel replacement buses	**$2,760,000**		**$1,760,000**	
Rolling Stock: Five, 4-D minibuses	**$200,000**		**$200,000**	
Equipment: Bus Shelters	**$275,000**		**$275,000**	
Construction: Facility Repairs	**$315,000**		**$315,000**	
Construction: Busport/carport Addition	**$1,000,000**		**$1,000,000**	
Construction: Parking Lot Repairs	**$140,000**		**$140,000**	
Construction: Sidewalks & ADA improvements	**$750,000**		**$750,000**	

Equipment: Generators	**$200,000**		**$200,000**	
Construction: Maintenance and Bus Barn Repairs	**$230,000**		**$230,000**	
Equipment: Technology Advancements	**$280,000**		**$280,000**	
TOTAL:	**$6,150,000**		**$6,150,000**	

2. Please provide additional information below that justifies the amount of funding requested for each line item.

The project budgets include the amount of funding needed to complete the project. Some project budgets have been slightly inflated to allow for unexpected expenses or contingency plans as common with construction repairs.

D. Implementation Schedule

Please provide anticipated major activity dates of each project line item below.

Project Line Item	Advertisement	Award	Estimated Completion
Rolling Stock: 4 Replacement Buses	**January 2022**	**March 2022**	**May 2023**
Equipment Procurement: Bus Shelters	**January 2023**	**March 2023**	**October 2023**
Construction: Facility Repairs	**August 2022**	**October 2022**	**October 2023**
Construction: Parking Lot Resurface and Ramp repair.	**March 2022**	**May 2022**	**December 2022**
Equipment: Generators	**October 2021**	**December 2021**	**May 2022**
Construction: Maintenance Garage Updates	**August 2022**	**October 2022**	**November 2023**
Equipment: Technology Advancements	**June 2022**	**August 2022**	**May 2023**
Construction: New busport	**August 2022**	**October 2022**	**August 2023**
Rolling Stock: 5 Minibuses	**March 2022**	**May 2022**	**August 2023**

Construction: ADA Sidewalk Repairs	**March 2022**	**May 2022**	**August 2023**

Please provide below estimated annual cash disbursements needed for each project line item.

Project Line Item	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Rolling Stock: 4 buses			2,760,000			
Bus Shelters			275,000			
Facility Repairs		100,000	215,000			
Parking Lot Resurface		140,000				
Generators		200,000				
Maintenance Updates		100,000	130,000			
Technology Updates		120,000	160,000			
ADA Sidewalks			750,000			
Rolling Stock: 5 mininuses			200,000			
Busport			1,000,000			

E. Other Information

1. Has this project been locally endorsed and identified in the local TIP? Some projects are included on the TIP. X YES XO No

   If no, can the TIP be amended in 30 -60 days? Generators and Technlogy Updates need to be added to TIP, and facility and maintenance garage repairs need to be updated. XO YES O No

2. Vehicle to be purchased from: (check one)
   - Own specifications and procurement
   - X Purchase off existing state contract or CVP
   - Exercising an option on existing contract
   - O Piggy-backing off another contract
   - O Joint procurement

3. If using own spec/procurement: (check one)
   - Specifications are under development
   - XO Specs are complete-ready to bid
   - O Bid process under way

DATE: 8/12/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing a Right-of-Way Use Agreement with Sifi Networks Decatur LLC for Installing Broadband Services in Areas of Decatur not Serviced by the City

ATTACHMENTS:

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

August 12, 2021

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Right-of-Way Use Agreement with SiFi Networks for Broadband Services

For several months the city has been negotiating with SiFi Networks to provide broadband services in parts of Decatur NOT serviced by the city's broadband network. This was driven by the City Council's desire to make more progress in implementing Smart City solutions and new technology-supported services, along with their desire to extend the fiber backbone beyond the areas serviced by the city's network.

This project will enable SiFi Networks to operate as a private utility offering the same kind of broadband services (or better) that the city currently offers, and do so in all parts of the city EXCEPT in those corridors where the city currently has its system in place. SiFi Networks will then contract with Internet Service Providers (ISPs) who will pay SiFi to use their system to provide Internet and broadband services to customers. In this way, the city will not have to expend as much money as originally planned to build out a broadband network; the city will realize its Smart City objectives more rapidly; it will make it possible for broadband services to reach residents and other customers that the city would never reach (or only reach after 15+ years); in those parts of the city that rely on older legacy cable lines for Internet connection customers will realize a higher level of service, and the city will realize new General Fund revenues for the city because Decatur would collect gross receipts taxes from customers and ROW use fees from SiFi. Without the SiFi extensions, there would be no system in place to generate this added revenue. The Agreement will also augment the city's ability to use the broadband backbone to improve its own service delivery. The Agreement anticipates a 3-year build-out into all parts of the city not currently serviced by the city's broadband network. Because State and Federal governments are making significant investments in broadband infrastructure throughout the country, communities that are unable to quickly deploy a robust broadband system with high speeds and considerably greater capacity run the risk of being left behind. Furthermore, in a post-pandemic era where more organizations will come to rely on remote working arrangements to a greater degree, a city's ability to widely support this business trend will miss economic development opportunities.

This is not a traditional franchise agreement—although it looks a lot like one. The Illinois Telecommunications Act has largely pre-empted cities' ability to execute customized franchise agreements for telecommunications services. As crafted, it provides that the city will have the final word about where SiFi places their cables, and retains our ultimate control over the right-of-way.

SiFi Networks has developed similar contracts and agreements with other cities. However, for the next several years in Illinois, SiFi plans to only build out networks in Rockford and Decatur. The city of Rockford has already adopted their SiFi agreement, and I have discussed with Rockford their policy and decision-making processes regarding SiFi. Although Rockford does not operate its own municipal broadband network, they are motivated by the same goals as Decatur. SiFi Networks anticipates building the Rockford and Decatur systems at the same time. Rockford and Decatur were selected because they are larger municipalities outside the Chicago Metro area, they include a greater portion of 'underserved' urban areas, and because SiFi's business plan aligned with the cities' objectives. SiFi Networks has completed full build-out of their innovative system in a few southern California cities (see attached Internet article).

The proposed Agreement is non-exclusive—meaning that other competitors can enter the Decatur market if they are willing to make the investment. If the Agreement is approved, the city of Decatur will continue operating its own broadband network. The city has the option after 3 years to sell this asset to SiFi Networks if it desires to do so, but it is not obligated to sell its system. In the meantime, the two systems will interconnect. Until SiFi's Decatur system design is finalized, the city will continue to service and enlarge its broadband system in accordance with previous commitments with contractors, customers and partner governments. However, if this broadband deployment strategy is successful, it would almost certainly mean that next year's Decatur ARP allocation would not need to include any broadband expenditures.

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING 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 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 16th day of August 2021.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

DEVELOPMENT AGREEMENT

This Development Agreement (the "**Agreement**") is made this __ day of August 2021 ("**Effective Date**"), by and between the City of Decatur, an Illinois municipal corporation (the "**City**") and SiFi Networks Decatur LLC, a Delaware limited liability company (**"SiFi"**) (each of City and SiFi, a "**Party"** and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires that SiFi implement a city-wide Fiber Optic Network FON System (as defined below) in the City;

WHEREAS, SiFi desires to install and operate such a System;

WHEREAS, SiFi owns the rights to the FOCUS (as defined below) proprietary fiber optic cable system technology;

WHEREAS, the City has agreed to grant to SiFi limited rights, as described below, to access and use the Public Way (as defined below) for purposes of installing, maintaining and operating the System;

WHEREAS, the City has agreed to grant to SiFi access to and a limited license, as described below, to use the Public Way for SiFi to install and operate a point of presence and/or a series of distributive cabinets and other equipment and materials in connection with the installation of the FON; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1

1. **Definition of Terms**.

1.1 **Terms**. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

"**Access**" means facilitation of all necessary City permits encroachments and/or license and/or lease agreements for specified areas within the Public Way, as provided by this Agreement and as regulated by local and state laws

"**Boundary**" means the legal boundaries of the City as of the Effective Date, and any additions or subtractions to the City legal boundaries, by annexation or other legal means.

"**Cabinets**" means above ground enclosures placed within the Public Way for the protection of active and passive equipment for the provision of Service throughout the System and as further described in Exhibit A.

"**Chambers**" means underground enclosures placed within the Public Way facilitating access to the active and passive equipment for the provision of Service throughout the System.

"**Commencement Date**" means the date that Substantial Completion, as that term is defined herein, of the System has been achieved.

"**Construction**" means breaking ground for the installation of the System.

"**Construction Contractor**" or "**Contractor**" means the construction company(ies) performing the physical work.

"**Drop**" means the fiber optic cable run from the edge of the Public Way (as defined below) to the Premises Wall.

"**Facility**" means the secure spaces that the City agrees to make available to SiFi during the Term for the installation of Shelters and Cabinets.

"**FOCUS**" means SiFi's trademarked FOCUS™ system, know-how and other proprietary rights, comprising, among other things a combination of blown fiber, aerial and other conventional techniques to enable multi gigabit technologies.

"**FON**" means SiFi's fiber optic network built by utilizing a combination of blown fiber, aerial and/or other conventional techniques, which may also include FOCUS™ design, as well as electronics to enable multi gigabit technologies.

"**Hazardous Materials**" means (i) any hazardous or toxic wastes, substances, or materials, and any other pollutants or contaminants, which are regulated by any applicable local, state or federal laws, including, but not limited to 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 9601 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. 960 et seq., and the Part 850 Uniform Hazardous Substances Act of Illinois, or any successor(s) thereto: (ii) petroleum; (iii) asbestos; (iv) flammable explosives; (v) polychlorinated biphenyls; and radioactive materials.

"**Home**" means a residential single-family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

"**Multiple Dwelling Unit**" means an apartment building or other building containing more than four dwelling units located within the Boundary.

"Microtrenching" means the process of cutting a trench with a dry cut machine and reinstated with cementitious slurry fill as further described in Section 4.1.1.

"**Pass**" or "**Passes**" means the duct or Chamber as parts of the System has reached to the curbside of a residential Primary Premise, or the engineered point at or near a commercial Premises from which a Drop can be connected.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the City or SiFi.

"**Premises**" means a Home, Multiple Dwelling Unit, office or other building located within the Boundary.

"**Premises Wall**" means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.

"**Primary Premises**" means the Premises within the Boundary as of the Effective Date but excluding any Premises which SiFi cannot connect (i) because of a lack of a right to access and use the Public Way due to the City not possessing the right, title, interest or authority to permit SiFi to use and occupy the Public Way in order for SiFi to access such Premises, or (ii) because of a SiFi lack of a right to access onto any non-City owned property within the Boundary in order to access such Premises, or (iii) if there would be an incremental material cost to connect such Premises would be at least ten percent (10%) higher than the average cost to connect accessible by SiFi Primary Premises within the Boundary, or (iv) where such Premises already have a pre-existing fiber service available to them and do not desire SiFi to connect such Premises. SiFi shall not be required or obligated to make the System available to such Primary Premises described in (i) through (iv) in this definition and Substantial Completion determination shall not be impacted as a result. Other contracts may be negotiated by the City and SiFi to arrange connection of hard-to-reach properties and premises shall be completed as part of substantial completion as defined herein.

"**Public Way**" shall mean the surface of, and the space above and below, any now existing or future, and owned by the City or under the control of the City: public street, road, highway, parkway, driveway, on public property, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, traffic signals and lamp post, on public property, public way, and general utility easements (excluding private easements and public single-purpose restricted or exclusive easements) or other public right of way unless said utility easements expressly forbid their use for broadband installations. Nothing in this definition shall be construed to mean that the City is obligated to allow system installation everywhere in the Public Way (generally, the City prefers underground installations. Installation of SiFi systems will be permitted for installation in the Public Way based on City approved permits, which approval shall not be unreasonably withheld, delayed or conditioned. The City will provide an appeal and review process for any approved and not approved permit applications.

"**Release**" when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder, including the System.

"**Service**" means internet, voice, data, and video service or any combination thereof, provided by the City or another Service Provider over the System.

"**Service Providers**" means any entity, which enters into a contract with SiFi to provide Services over the System.

"**Shelter**" means the above ground facility housing System equipment as further described in Section 4.2 and in Exhibit A hereto. Shelters used by SiFi will be no larger than 1,000 square feet. Where the City cannot provide space, SiFi will have to negotiate with private property owners for shelter space.

"**Subscribe**" means an agreement to receive from a Service Provider.

"**Subscriber**" means any Person (which for purposes of this definition shall include the City) that has entered into an agreement to receive or otherwise lawfully receives Service.

"**Substantial Completion**" means the date on which, the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post Construction being commenced, whichever event occurs first; provided, however, that in the event Substantial Completion is deemed to have occurred due to the expiration of four (4) years post Construction being commenced, SiFi shall use commercially reasonable efforts to complete, subject to the conditions in the proviso above, such construction as is necessary to provide service to all Primary Premises within a commercially reasonable time. SiFi will notify City in writing of Substantial Completion.

"**System**" means all parts of the FON system under and above ground in the City that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, Cabinets, ducts, conduits, connectors, Shelters, Chambers, manholes, manhole covers, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

SECTION 2

2. Grant of Authority.

2.1 Grant of Rights.

SiFi Rights to Public Way. This Agreement sets forth the basic terms and conditions upon which SiFi is granted authority to install the System in the Public Way. The particular terms and location of each portion of the System shall be specified in the applicable permit as described in Section 3.2 Permits and General Obligations. The City hereby grants and conveys to SiFi the limited but necessary right, power and authority to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain the System in, on, over, under, upon, across, or along those portions and sections of Public Way in accordance with the permits approved by the City, provided that such approvals shall not be unreasonably withheld, delayed or conditioned. The City will provide an appeal and review process for any approved and not approved permit application.

2.1.1 The System includes wires, cables, facilities, Cabinets, components, materials, apparatus ducts, conduits, connectors, vaults, manholes, manhole covers, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto. SiFi shall have the right, subject to City approval of the applicable permit, which approval shall not be unreasonably withheld, delayed, or conditioned, to determine the final engineering design and location, including but not limited to depth, width, and height, of all equipment and other parts of the System. Both Parties agree to cooperate during the design and permitting process and SiFi must first disclose all routes, locations depths and engineering designs to the City for permit approval. Notwithstanding the foregoing, installation of the System and use of the Public Way is subject to the applicable permit for a specific location. It is understood that SiFi's right to place the System is non-exclusive, but that upon the issuance of the applicable permit, the (i) exact locations for the Shelters and Cabintets and the related Facilities space, and (ii) the exact locations and relocations of the underground portions of the System plus a two inch (2") radius around them, specified in such permit shall be exclusive for the System subject to the terms and conditions of this Agreement and applicable permit including the relocation requirements under Section 7.2(vi). Further, SiFi's rights granted under this Agreement and the particular permit are revocable at the expiration or sooner termination of this Agreement and/or the permit as provided herein or therein.

2.1.2 **Abandonment of the System upon Termination of Agreement**. Upon the expiration or termination of this Agreement, SiFi shall have the right, but not the obligation, to remove from or abandon in place all or any underground part of the System in the Public Way. SiFi shall be obligated to remove all above ground parts of the System. Any part of the system abandoned by SiFi as described in this agreement shall become the property of the City. Rights and easements given to SiFi by this Agreement also expire upon abandonment, with absolute and unencumbered right to use the land and abandoned infrastructure as the City, at it sole discretion, determines. Within ninety (90) days or as soon as possible of the expiration or termination of this Agreement, SiFi must notify the City in writing of its intent not to abandon the System. Failure to provide such written notice within the time specified will not be deemed abandonment. The System shall be deemed abandoned when so affirmatively confirmed in writing by SiFi,or in the absence of confirmation of abandonement, one (1) year after expiration or termination of this agreement.

2.2 **Term of Agreement**. This Agreement shall become effective upon the mutual execution of this Agreement by the Parties (the "**Effective Date**"). The term of this Agreement shall extend on Commencement Date and run until midnight on the date that is thirty (30) years after the Commencement Date (the "**Initial Term**"). The Agreement shall automatically renew, unless sooner terminated as provided herein, for two additional renewal terms of twenty

(20) years each (each, a "**Renewal Term**," and, together with the Initial Term, the "**Term**"). If SiFi elects to not renew this Agreement the system will be deemed abandoned and shall become the property of the City. If due to an uncured breach by SiFi of this Agreement, the City elects to not renew after the initial 30 year term, or after the first 20 year renewal term, the City shall give timely notice of the same and the state the reasons for their decision in writing.

2.3 **License**.

(i) City hereby grants and conveys, under terms provided herein to SiFi, and its licensees, successors, lessees, transferees, and assigns, a license ("License') to enter and occupy permitted portions of the Public Way and/or other City owned-land including for up to 2 specific Shelter locations as further described in Section 4.2, which locations will be mutually agreed upon in good faith between the City and Licensee (the "License Area"), for the purposes of erecting, installing, constructing, operating, repairing, replacing, reconstructing, removing, maintaining, using and retaining said System, including, wires, cables, ducts, conduits, connectors, vaults, manholes, manhole covers, fencing, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the System and the Facilities (the "Improvements"). This License is subject to easements, covenants, conditions, and regulations in existence and pertaining to the Public Way as of the date hereof.

(ii) Subject to existing easements, covenants, conditions, and regulations in existence, SiFi shall be permitted to make such alterations to the License Area as are reasonably necessary to erect, install, construct, repair, replace, reconstruct, remove, maintain, operate, and use, the System including, without limitation, the Improvements, and adding and moving electrical lines and other utilities and apparatus after securing the permission of the owner of other utilities and appurtenances either directly or through the local permitting process. SiFi shall be responsible for all costs incurred in the alterations. All construction, installation, maintenance and repair of the License Area shall be conducted so as to interfere as little as practicable with City's use and operation of the Public Way. The installation of the System and alterations by SiFi in the License Area shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. Any damage to the License Area caused by reason of the exercise of SiFi's rights hereunder shall be corrected and restored, as described in the City permit for the work, to substantially the same as its pre-construction condition as soon as practically possible and shall be performed by SiFi at its sole cost and expense.

(iii) SiFi will maintain the Improvements in accordance with this Agreement.

(iv) SiFi shall not install or construct any other structures or improvements other than the Improvements and associated appurtenances described herein, unless otherwise approved in a permit.

(v) The Improvements installed within the License Area by SiFi shall be made at no expense to City. SiFi shall be responsible, and assume all costs, for any relocation or protection of any part of the System in the event the relocation or protection of the System is necessary due to changes in any Public Way at any time during the term of this Agreement.

(vi) City, at its sole cost, shall operate, maintain and repair the Public Way so as to avoid damage or minimize adversely affecting the System and the License Area. All parties shall use the JULIE system for notifications, and emergency notifications shall be provided through JULIE. This section shall not be interpreted to constrain the City from conducting normal maintenance and constructing City infrastructure in the ROW.

(vii) City, its agents, or assigns, or any utility company or City franchisee may at any time, enter upon the areas covered by this Agreement for the purpose of installing, maintaining, relocating, altering, enlarging, repairing, or inspecting any utility, facility, or public work thereon; provided that City will be liable for the direct reasonable cost to repair any damages to the System, Improvements and Facilities caused directly by the City or its contractors. The City will not be liable for damages made by other parties such as private utility companies and private contractors not operating under a City contract; but SiFi may pursue and recover damages from these other parties.

(viii) SiFi shall restore damaged or disturbed surfaces or underground utilities at or adjacent to the License Area to substantially the same as the original condition, as per then current City of Decatur Construction standards. Restoration shall be carried out immediately after construction. Any damage not repaired to the satisfaction of the City shall be a cause to suspend any operations within the City's limits by the party causing the damage until the repairs are satisfactory to the City.

(ix) The System and all of its parts and components which are installed and constructed by SiFi in the License Area shall at all times be and remain the property of SiFi, unless abandoned as provided herein.

(x) City shall not install or construct, or permit the installation or construction of, any structures, improvements or obstructions on, over, or under, the License Area that interfere with SiFi Network' access to, use and possession of the License Area, nor shall City otherwise impede, disturb, interfere with, or restrict, SiFi's access to, use and possession of, the License Area, unless as otherwise provided in this Agreement.

(xi) The terms, conditions and rights contained herein shall remain in effect for as long as the Agreement remains in effect. Within thirty days after termination of this Agreement, SiFi shall remove any abandoned or unused Improvements from the Public Way. The terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, City and SiFi, and their respective successors and assigns (including, without limitation, any and all successors to City in title to all or any portion of the Public Way).

2.4 **Exclusivity**. Other than for the exclusivity granted under this Agreement, this is a non-exclusive grant of authority or and is not a limitation on the use of the Public Way by others. However, during the first three (3) years of this Agreement the City shall not solicit, accept offers from or enter into an agreement with any third party regarding offering a similar citywide fiber to the premise network, except as otherwise required by federal or state law. Notwithstanding the above, the City may allow installation of fiber optic cables by any franchisee of the Public Utility – Illinois Commerce Commission and/or an established internet service provider with an existing,

as of the Effective Date, franchise agreement with the City, including by the City for improvements to, and extensions of, its own fiber network ("City Fiber") an interim map of which has been provided to SiFi by the City. City may make changes to the planned locations of City Fiber up to but no later than the date of first System design submittal by SiFi to City ("Design Date") and City will then provide SiFi with a final GIS map ("City Fiber Final Map") of the City Fiber as of the Design Date. During this three (3) year period, SiFi agrees not to install cables and other portions of its System in City Fiber locations in the Public Way as indicated on the City Fiber Final Map for a period of (3) years from the date of this Agreement.

2.5 **Efficient Permitting Process**.

2.5.1 During the Term, the City shall provide expedited, and diligent review of all applications for permits by SiFi and/or its contractors, to the extent reasonably possible and to the extent permits are necessary, including permits or other necessary items for construction work on the System within the Public Way. The City acknowledges and agrees that in order for SiFi to perform its obligations under this Agreement, time is of the essence in connection with permitting, licensing, and approval of the System. Accordingly, the City agrees to the process and timeframes below in connection with all applications for permits by SiFi and/or its contractors in connection with this Agreement:

(i) SiFi shall submit to the City permit applications for scheduled and planned work for each work zone, improvements and extensions to their System in one comprehensive document per permit application for each work zone. The City will issue such permit for all of this work within sixty (60) days and may amend the permit prior to issuance as required, unless there are significant infrastructure conflicts that require more time to resolve, in which case the City will, in writing, provide an estimate of the additional time required for the completion of review and issuance of permits.

(ii) Non-planned, emergency and no-notice repairs and alterations to the SiFi System will be submitted on forms provided to the City for use in all utility work on the public way and generally approved within five (5) business days. More complicated permits may require more time.

(iii) No work other than emergency repairs, shall be connected or constructed without a city issued permit. Nothing herein contained shall relieve SiFi from seeking and obtaining permits from railroads and the Illinois Department of Transportation where the law requires the same, in addition to permits required by the City.

2.5.2 The engineering details provided in Exhibit A are a sample of typical details that may or may not change during the final engineering design process.

2.5.3 Nothing herein shall be construed as a promise, warranty, or guarantee of approval of any permit, license, or other land use approval which

may be required. Provided that no permit, license, or other land use approval of any other approval requested by or required if SiFi shall be unreasonably withheld, conditioned or delayed. Furthermore, SiFi shall have no liability for and shall not be deemed to be in breach of any of its obligations hereunder, if the necessary permits, licenses or approvals are not issued or are issued but not timely by the City.

2.6 **Invoices and Payments – Monthly Reimbursable Expenses. Annual Amounts.** Beginning with the first business day of the month following the first permit application submitted by SiFi, City will invoice SiFi on the first business day of each month for actual City fees incurred by the City during the previous month including administration of the Efficient Permitting Process described in Section 2.5 above, plan check fees, encroachment permit fees, inspection fees, and any other applicable fees (collectively, the "Monthly Reimbursable Amounts"). City represents and warrants that such Monthly Reimbursable Amounts are and will be a fair market value of all City costs incurred by the City in fulfilling its obligations under the Agreement. City will continue to invoice SiFi for the Monthly Reimbursable Amounts until Substantial Completion. Each such monthly invoice shall be payable within thirty (30) days of receipt. City will also invoice SiFi for the fixed amount of fifty dollars ($50) per System fiber mile installed throughout term of this Agreement beginning on the last business day of the year when Construction occurs; provided that, each such annual invoice shall have a credit applied for the aggregate amount of Monthly Reimbursable Amounts paid by SiFi to City during the year to which such invoice applies, the amount of each such annual invoice ("Annual Amounts"). Each invoice shall be payable within thirty (30) days of receipt. In addition, SiFi shall take reasonable steps necessary to notify any Service Providers using its System that they may be subject to the City gross receipts taxes as required by the Public Utilities Act of the State of Illinois, the Telecommunications Infrastructure Maintenance Fee Act of the State of Illinois, and any other state and local gross receipts taxes may be lawfully assessed on services offered. SiFi shall provide Service Providers contact information to the City so that the local government can enforce the applicable provisions of State and Local law directly with such Service Providers. Furthermore, if the City determines that required taxes and fees are not being paid by Service Providers using the System, the City will notify, in writing, SiFi of the same, and SiFi agrees to and shall be obligated to provide a written notice to such Service Providers notifying them of their breach of their agreements with SiFi and require them to cure such breach, and City will provide a written notice to SiFi when such cure occurs, within thirty (30) days of SiFi's notification to SiFi and that failure to timely cure such breach may result in termination of the Service Provider agreement with SiFi.

2.7 **City Use of the System.** In addition to the Annual Amounts for use of the Public Way, SiFi shall allow the City to use the System for governmental internal data communication and non-retail purposes, subject to a separate agreement to be negotiated in good faith between the parties, for a monthly fee as set forth in Exhibit B. The City acknowledges that it will procure its own internet connectivity. SiFi is not a Service Provider for purposes of assessing fees and taxes, within the City's authority, applicable to Service Providers.

2.8 **Fees, Expenses and other Charges.** Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, because of the payment of the Annual

Amounts, City agrees (i) that SiFi shall not be responsible and liable for any other or additional fees or payments to the City in connection with this Agreement in excess of the Annual Amounts, or (ii) that SiFi shall be exempt from and City shall waive any assessment or taxes that otherwise would or might be levied by the City for use of the Public Way. SiFi will still be responsible and liable for fees charged by railroads and the Illinois Department of Transportation. The City agrees that this Agreement shall not require SiFi to comply with or otherwise be subject to any obligations or liabilities as a grantee of a franchise under the City's municipal code, ordinances or similar laws, except as otherwise provided herein, and particularly with regard to Section 2.6 above. City bonding and insurance requirements will be satisfied by bonds and insurance coverage provided as part of the permit application and supplied by the entity performing the physical construction. Such bonds and insurance documentation to shall be supplied prior to the start of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.8 will survive expiration or termination of this Agreement.

2.9 **Relocation, Modification, or Alternations**. Excluding relocations requested by the City pursuant to this Agreement and repairs or maintenance to the System, SiFi may not relocate, materially modify, or materially alter the System components any time after issuance of the permit(s) for the System, except upon City's written approval which approval will not be unreasonably withheld, delayed, or conditioned.

2.10 **Local Fees**. SiFi will contractually require any Service Provider to comply with applicable laws. Accordingly, SiFi will contractually require Service Providers using their System to pay all applicable gross receipts taxes, franchise fees business license taxes, rights granted fees, E911 surcharges and other similar charges ("Local Fees") applicable to Service Provider that Service Provider is required or would have been required to pay if Service Provider were supplying Retail Services to Retail Subscribers within the City's boundaries without use of the Network, and Service Provider is lawfully permitted to impose such fees, taxes, and charges on Retail Subscribers. For the avoidance of doubt, City and not SiFi is responsible for enforcement of local laws with respect to the any Service Providers operating in the City, but failure by SiFi to contractually require services providers to comply with applicable laws, as provided in Section 2.6 above and elsewhere herein, including local laws, can be construed as a breach of this Agreement.

SECTION 3

3. **The System**.

3.1 **System Description**. SiFi will install the System within the Boundary using the Public Way, subject to City approval as provided herein. The System shall use fiber optic cable emanating from the Shelter to the applicable Cabinet in or adjacent to the Public Way and then to the private Premises Wall for each applicable Primary Premise. The City acknowledges and agrees that SiFi has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Premises within the Boundary. The Parties acknowledge and agree that there is no agreed design or configuration of the actual location of the System within the Public Way at this time and that SiFi shall submit such designs specification consistent with Exhibit A, plan and associated details to the City for approval when ready. The City will work in good faith with SiFi to approve the physical location of the fiber optic

cable and other equipment and components of the System in, on, over, under, upon, across, or along the Public Way and from the Public Way to the Premises Wall, as provided herein.

3.2 **Permits and General Obligations**. SiFi will have approval to locate the System within the Boundary, subject to applicable permits including but not limited to encroachment, licenses, or other forms of plan review and approval or authorization necessary to construct, install, operate, maintain, replace, reconstruct, or repair the System, or any part thereof, during the term of this Agreement and any extensions. SiFi shall provide plans to the City for City approval for the issuance of permits to construct the System. The City agrees to expedite its review and approval of the plans and issuance of permits to construct the System and in any event agrees to use good faith efforts to complete its review, approval and issuance of such plans and permits as provided in Section 2.5.The City shall issue such permits, with associated costs as provided in Section 2.6. Construction and installation of the System shall be performed in a reasonably safe manner using materials of good quality. All permits shall provide for and allow standard work hours daily from 7am to 7pm local time unless City has different requirements which must be provided to SiFi in advance. All transmission and distribution structures and equipment installed by SiFi for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize interference with the proper use of the Public Way and the rights of property owners who own property that adjoin any such Public Way. SiFi will adhere to all City building code requirements.

SECTION 4

4. **Construction and Facilities**.

4.1 **Construction of the System**. SiFi will use commercially reasonable efforts to commence Construction on or before a date that is twenty-four (24) months after the Effective Date (the "**Construction Commencement Deadline**"); provided however, in the event of a Force Majeure Event or if all Shelter locations have not been agreed upon within twenty-four (24) months from the Effective Date, the Construction Commencement Deadline shall be extended by the time impact resulting from the (i) Force Majeure Event or (ii) delay in agreeing on all Shelter locations. In addition, SiFi will use commercially reasonable efforts to complete construction of the System on or before a date that is forty eight (48) months after the Construction Commencement Deadline (the "**Construction Completion Deadline**"); provided however, in the event of a Force Majeure Event or if all Shelter locations have not been agreed upon within twenty-four (24) months from the Effective Date, the Construction Completion Deadline shall be extended by the time impact resulting from (i) the Force Majeure Event or (ii) delay in agreeing on all Shelter locations. The timeline shall also be extended due to and for the length of any delay by the City in performing its obligations hereunder or issuing the permits, licenses, and approvals to SiFi or its contractors. Both Parties recognize and agree that SiFi cannot guarantee the Construction Commencement Deadline or the Construction Completion Deadline as many elements are outside of its control. SiFi will keep the City informed of the progress of its schedule at reasonable intervals.

4.1.1 The City acknowledges and agrees that SiFi and its contractors intend to use varying construction techniques for the System Construction and deployment, which may include, any of the following:

(i) traditional open trench and/or directional boring;

(ii) slot cut Microtrenching as set forth in the specifications set forth in Exhibit A to this Agreement.

(iii) the use of a ground penetration radar system as the primary method for identifying underground utilities prior to any Microtrenching;

(iv) aerial cables; and or

(v) techniques ancillary to or related to the foregoing

Notwithstanding any City building code provision to the contrary or special requirements for the construction at unique sites, the City hereby approves each of the above referenced construction methods and the specifications in the exhibits and agrees to work cooperatively with SiFi in reviewing all other potential construction methods.

4.1.2 SiFi shall be solely responsible for all repairs, maintenance, and adjustments, and damage to the System, not caused by City's active negligence or willful misconduct. The City shall be liable to the extent any loss or damages to the System or other property and equipment results from the active negligence or willful misconduct of acts or omissions by the City or its agents.

4.2 **Location of Equipment/Facilities**.

4.2.1 **Facilities**. During the Term, the City shall provide SiFi with access to and use of the Facilities to SiFi for the installation and operation of SiFi's Shelters (approximately one thousand (1,000) square feet per location) in or adjoining the Public Way or on City-owned land subject to a separate lease agreement to be negotiated in good faith between the Parties, distributed Cabinets and other System equipment, components, parts, and other appurtenances for the System and related facilities, and from which the fiber optic cables will be deployed. The City will provide GIS maps, but SiFi will conduct their own property research and verify the actual locations of the Public Way boundaries at their own risk. SiFi accepts the responsibility for placing its System infrastructure as specified in the applicable permit. Where City-owned property is unavailable for use by SiFi, then SiFi will be responsible for obtaining property or easements as needed.

4.2.2 **Shelters and Cabinets Locations**. SiFi agrees to provide engineering designs including intended locations of the Shelters and Cabinets required for the System to the City prior to Construction in accordance with City's permitting process. The City and SiFi agree to cooperate in the selection of suitable sites for the Shelters and Cabinets. However, City has sole and absolute but reasonable discretion to reject a proposed location;

provided that, the City will use reasonable efforts to offer suitable alternative locations.

4.2.3 **GIS Shapefile**. Upon completion of design phase and installation, SiFi will provide the City with a GIS Shapefile notating the location of each Facility, cabinets and fiber conduit.

4.3 **System Connections to the Premises Wall**. SiFi will provide a terminated fiber to each Subscriber's Premises receiving a Drop in a manner to be determined by SiFi. The location and the method of the Drop will vary depending on the circumstances of the location of the Subscriber's Premises. For the avoidance of doubt, in the event SiFi cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, SiFi shall not be required to make the System available to such Premises when private easement has not been granted.

SECTION 5

5. **Oversight and Regulation by City**.

5.1 **Oversight of Construction**. In accordance with applicable law, the City shall have the right to oversee and inspect the Construction of the System in the Public Way, and/or to contract with others for third-party oversight.

5.2 **Compliance with Applicable Laws**. SiFi and the City shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state laws and local laws regarding the Construction of the System in the Public Way.

5.3 **Treatment of Confidential Information**. Subject to local, state and federal law, including without limitation, the Illinois Freedom of Information Act, the City agrees that, without the prior written consent of SiFi, all information regarding the System, including plans, drawings, designs, conceptual renderings, cost information, specifications, photographs, reports, manuals, and other documents ("**Confidential Information**"), is proprietary and shall be kept confidential and shall not be disclosed to any Persons other than the City's authorized employees, representatives, staff and consultants (collectively, "**Representatives**") with a need to know such information and such Confidential Information shall not be used to the detriment of SiFi. Notwithstanding this confidentiality provision, however, the City may amend its GIS files and maps to show the depth, location, system component sizes, manholes, connections and appurtenances, and disclose them to the public. This confidentiality provision pertains principally to SiFi's patented and proprietary technology-not its location and dimensions once installed. The City agrees to promptly notify SiFi if the City receives a Illinois Freedom of Information Act request relating to SiFi's proporietry information. Promptly upon the written request of SiFi or the termination of this Agreement, the City will return to SiFi or destroy (any such destruction shall certified in writing by an officer of the City) all copies of the Confidential Information and all other documents prepared by the City that contain or reflect the Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, the City's obligations set forth in this Section 5.3 will survive expiration or termination of this Agreement.

SECTION 6

6. **Insurance**.

SiFi shall procure and maintain from the date of start of Construction for the duration of the term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SiFi, its agents, representatives, employees, or subcontractors.

6.1 **Minimum Scope and Limit of Coverage.**

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as "**X**", "**C**" and "**U**" coverages

B. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

D. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

E. Professional Liability with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the SiFi must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review.

F. Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or

asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the Contractor or SiFi maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor or SiFi. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

6.2 Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, SiFi shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or SiFi shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6.3 Other Insurance Provisions:

A. Additional Insured. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SiFi including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of SiFi. General liability coverage can be provided in the form of an endorsement to the SiFi's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. Primary Insurance. For any claims related to this project, SiFi's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the SiFi's insurance and shall not contribute with it.

C. Notice of Cancellation. SiFi shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, SiFi shall forthwith obtain and submit proof of substitute insurance.

D. Builder's Risk (Course of Construction) Insurance. SiFi may, if requested by the City, submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be

obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

F. Waiver of Subrogation. SiFi hereby agrees to waive rights of subrogation which any insurer of SiFi may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage. SiFi shall furnish, upon request, the City with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before the date of the start of Construction. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Contractor/Subcontractors. SiFi shall require and verify that its Contractor and all subcontractors, as applicable to their scope of services, maintain insurance meeting the applicable requirements stated herein, and all other applicable bonding and licensing requirements of the City for firms constructing public improvements in the Public Way, and SiFi shall require, the Contractor and all the subcontractors to list City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If applicable, SiFi and its subcontractors will comply with the provisions of the Illinois Prevailing Wage Act regarding all construction.

I. Special Risks or Circumstances. City reserves the right to modify, at any time, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

SECTION 7

7. **Parties' Obligations**.

7.1 Obligations of the City. In addition to all other duties and obligations contained elsewhere in this Agreement, the City has the following duties and obligations:

(i) Provide single point of contact **("SPOC')** for SiFi, which SPOC will be responsible to address all issues related to the System, providing a coordination with and act as a liaison to City departments, and serving as a communication and troubleshooting resource for SiFi.

(ii) City staff will assist where possible and practical with respect to relevant issues with respect to the System.

(iii) Subject to Section 3.2, provide SiFi and its representatives with access to all City property and all Public Way and easements and infrastructure for which a permit has been issued to SiFi for the installation, inspection, and maintenance of the System and for any other reasonable business purpose with respect to the System, with no additional charge by the City, except for the costs described in Section 2.6 for such access. SiFi and/or any contractors it hires will be required to obtain encroachment permits and pay any related permit and inspection fees and comply with all other standard encroachment permit conditions of approval for future maintenance and/or repairs and/or alterations to its System located with the Public Way.

(iv) Participate in regular status meetings for the coordination of all matters Related to the System.

(v) Provide expedited, diligent, good faith review of all applications for permits Submitted by SiFi or its representatives or contractors, including permits or Other necessary items for construction work on the System with the Public Way.

(vi) In the event of emergency repairs to the Public Way or the sewer system are necessary, the SPOC shall keep SiFi
continually apprised of the status of such repairs.

(vii) When reasonably able, City will provide SiFi with a least sixty (60) days advance notice of any work in the Public Way that requires the relocation of the System. The City and SiFi will follow JULIE protocols for all advance notification. In addition, where necessary, the City will provide SiFi with an opportunity to access the System at the time of the excavation in the Public Way by others. The City will reimburse SiFi's repair of any System damage if it is caused by the direct negligence or wilful misconduct of the City or its agents and contractors.

7.2 **Obligations of SiFi.** In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi has the following duties and obligations:

(i) Work closely with SPOC of the City and relevant City departments with to The construction of the System.

(ii) Comply with all requirements of City for permit and Public Way use applications, to the extent they may be required.

(iii) Maintain or provide for the maintenance of the System.

(iv) SiFi and its contractors shall register with Illinois1Call.

(v) SiFi shall, with fourteen (14) days from the date on which SiFi is notified by City or otherwise becomes aware of graffiti, take commercially reasonable efforts to remove such graffiti from the System in the Licensed Area. If SiFi fails to do so in a manner reasonably acceptable to the City within such fourteen (14) days, City may take steps to remove the graffiti and invoice SiFi for the reasonable costs of such removal work. In its Licensed Area, to the extent it is within SiFi's reasonable control, SiFi shall not commit, nor allow to be committed, any waste or spillage, nor maintain or allow to be maintained any hazard or nuisance thereon.

(vi) When SiFi is not required to relocate as described below, when performing work in the Public Way, City and City's contractors shall exercise reasonable care and shall be liable to SiFi for any damages to the System resulting from the negligence or wilful misconduct of City or its agents.

When work to be performed by the City or its contractors is reasonably required to be within two inches (2") radius from the SiFi System in accordance with industry standards ("Conflict"), City shall provide SiFi with not less than sixty (60) days written notice of such Conflict and City shall provide all reasonable accommodations for SiFi to make the required utility relocations. To the extent possible, the City and SiFi will coordinate their relocation and infrastructure construction, but the responsibility for relocation will rest with Sifi for its System. If SiFi fails to act on such notice of Conflict within sixty (60) days from receipt, City will not be liable to SiFi for any resulting damages to the System. SiFi will endeavor to facilitate an introductory meeting between the City and Service Provider(s) who use the Network to provide services to residential and business, and further will advise any such Service Provider(s) that the City may require fees as required by law or regulation.

If, after its receipt of a Conflict relocation notice per the preceding paragraph, SiFi fails or refuses to relocate, within the time period identified in such notice, its facilities located in, on, upon, along, under, over, across or above any Public Way or to pave, surface, grade, repave, resurface or regrade as required, pursuant to any provision of the Agreement, the City or

other public entity may cause the work to be done and will keep an itemized account of the entire cost thereof, and SiFi shall hold harmless the City, its officers and employees from any liability, claims or damages which may arise or be claimed to arise from the moving, cutting, or alteration of any of SiFi's facilities, or the turning on or off of water, oil, or other liquid, gas, or electricity. In addition, SiFi agrees to, and shall, reimburse the City for such cost within forty five (45) days after presentation to SiFi of an itemized account of such costs.

(vii) Provide response times in connection with repairs to be undertaken by SiFi and/or contractors retained by SiFi (as opposed to repairs to be undertaken by the City) and to establish the necessary personnel levels required dispatch, repair, inventory, maintenance, and service of the System commencing no earlier than Substantial Completion as follows:

(i) Depending upon the type of fault or the method of identification, the City shall notify SiFi of a suspected fault and the generation of a service ticket. The City shall issue to SiFi one of the following service ticket(s), for which SiFi shall provide the corresponding response time:

(1) Standard Response ("STANDARD")

a) Description: Construction in progress, capital improvement and other such projects impacting or potentially impacting the SiFi System and/or may impact the SiFi System, about which the City is aware of in advance. Examples of such projects include mill and fill projects, side relocations, road reclamation projects, and other similar projects, provided that any such STANDARD repair is subject to the then current Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/), and all other applicable laws and regulations.

b) SiFi's Contractor's response time: On-site within thirty (30) business days

(2) Non-life-threatening Emergency Response ("NON-LTER")

a) Description: Municipal infrastructure projects, and utility (including telecommunications) projects requiring relocation, repair, or replacement that are impacted by the SiFi System and/or may impact the SiFi System, provided that any such

NON-LTER repair is subject to the then current Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/), and all other applicable laws and regulations.

b) SiFi's Contractor's response time: On-site within seventy-two (72) hours

(3) Life Threatening Emergency Response ("LTER")

a) Description: Break or hit in the main gas, main electric, main water, or main sewer or storm line in the Public Way that has an immediate and direct impact to the traveling safety of the public in or around the Public Way, and wherein the City's ability to implement repairs are impacted by the SiFi System and/or City repairs may impact the SiFi System.

b) SiFi's Contractor's response time: On-site within two (2) hours as per JULIE protocols.

(ii) Upon notice from the City, SiFi will use reasonable efforts to dispatch a technician to the specified fault location as identified by the City. SiFi, working with the City, will then make the determination as to whether the technician will proceed with the repair(s) if possible, wait for arrival of a City contractor, if necessary, for investigation and/or repair of work, or leave the site.

7.3 Existing City Fiber Optic Network. The parties to this Agreement acknowledge that the City owns and operates a fiber optic network in limited locations. Nothing in this Agreement shall be construed to limit or restrict the City's right to continue to operate, maintain and extend this limited fiber optic network, service and infrastructure. However, at any time before or during this Agreement, and only subject to a mutually executed written agreement, the City may elect to sell the assets and appurtenance of its network to SiFi, but is under no obligation to do so.

SECTION 8

8. **Breach; Rights and Remedies; Termination; Indemnification**.

8.1. **SiFi Breach or Default**. In the event the City believes that SiFi has not complied with or is otherwise in default with regard to any material term of this Agreement, the City shall promptly notify SiFi in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**City Breach Notice**"). SiFi shall not be in breach where SiFi can

reasonably demonstrate that the City materially interfered with SiFi's ability to perform its obligations under the Agreement and violated this Agreement.

8.1.1 **SiFi's Right to Cure or Respond**. SiFi shall have forty-five (45) days from its receipt of a City Breach Notice (the "**Initial SiFi Cure Period**") to:

(i) respond to the City, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of SiFi's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the City of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from SiFi's receipt of a City Breach Notice (the "**Extended SiFi Cure Period**" and together with the Initial SiFi Cure Period, the "**SiFi Cure Period**").

8.1.2 City Rights and Remedies.

(i) Except as provided in Sections 8.1.2(ii), (iii) and (iv) below which shall control in connection with the events described therein, if SiFi fails to cure any actual noncompliance or default as provided in Section 8.1.1(ii) above within the SiFi's Cure Period, the City may:

(a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(b) seek money damages from SiFi; or

(c) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and revoke SiFi's license and rights hereunder and seek any and all rights and remedies available to it at law or in equity.

(ii) Subject to Section 10.2 below, in the event SiFi fails to commence Construction on or before the Construction Commencement Deadline in accordance with Section 4.1 above and subsequently fails to commence Construction within the SiFi Cure Period, the City may provide written notice to SiFi of the City's intent to terminate this Agreement for such failure. SiFi shall have an additional sixty (60) day period after the SiFi Cure Period to commence Construction (the "**Additional SiFi Cure**

Period"). If SiFi fails to commence Construction by the last day of the Additional SiFi Cure Period, SiFi shall have an additional ninety (90) days from the end of the Additional SiFi Cure Period to commence Construction (the "**Additional Cure Period**"). If SiFi fails to commence Construction by the last day of the Additional Cure Period, the City may terminate this Agreement by written notice to SiFi and neither Party shall have any liability or obligation under this Agreement.

(iii) Subject to Section 10.2 below, in the event SiFi fails to complete construction of the System by the Construction Completion Deadline in accordance with Section 4.1 above and subsequently fails to complete said construction within the SiFi Cure Period, the City may provide written notice to SiFi of the City's intent to terminate this Agreement for such failure. SiFi shall have an additional sixty (60) day period after the SiFi Cure Period to complete construction (the "**Additional SiFi Completion Cure Period**"). If SiFi fails to cure said deficiency by the last day of the Additional SiFi Completion Cure Period, SiFi shall have an additional ninety (90) days from the end of the Additional SiFi Completion Cure Period to achieve Substantial Completion complete construction (the "**Additional Completion Cure Period**"). If SiFi fails to complete said construction by the last day of the Additional Completion Cure Period, the City may terminate this Agreement by written notice to SiFi. In the event of such termination pursuant to this subsection, the City shall within thirty (30) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi by wire transfer of immediately available funds within sixty (60) days of the effective date of the termination a sum equal to SiFi's costs of designing, financing and constructing the System for use in the City plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi to continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the City shall however have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendment of this Agreement, including but not limited to a requirement for additional compensation to be mutually agreed upon by City and SiFi.

(iv) Subject to Section 10.2 below, at any time after Substantial Completion is achieved, in the event no internet, voice, data, or video service of any kind is capable of being provided over the System due to the acts or omissions of SiFi for a period in excess of one hundred twenty (120) consecutive days and SiFi fails to restore such capability within the SiFi Cure Period, the City may provide written notice to SiFi and its lender(s) of the City's intent to terminate this Agreement. SiFi shall have an additional thirty (30) day period after the SiFi Cure Period to restore the

capability of the System to provide Service (the "**Additional SiFi Service Cure Period**"). If SiFi fails to restore the capability of the System to provide Service by the last day of the Additional SiFi Service Cure Period, SiFi's shall have an additional ninety (90) days from the end of the Additional SiFi Service Cure Period to restore the capability of the System to provide Service. If SiFi's fails to restore the capability of the System to provide Service by the last day of the Additional Service Cure Period, the City may terminate this Agreement by written notice to SiFi. In the event of such termination pursuant to this subsection, the City shall within thirty (30) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi by wire transfer of immediately available funds within sixty (60) days of the effective date of the termination a sum equal to SiFi's costs of designing, financing and constructing the System for use in the City plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the City shall however have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendment of this Agreement, including but not limited to a requirement for additional compensation to be mutually agreed upon by City and SiFi.

(v) Notwithstanding anything to the contrary in this Agreement, in no event shall the City be permitted to terminate this Agreement if the City is in breach of or default under this Agreement.

8.2 **City Breach or Default**. In the event SiFi believes that the City has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**SiFi Breach Notice**"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi hereunder unless and only to the extent that the City is materially prejudiced by such failure.

8.2.1 **City's Right to Cure or Respond**. The City shall have forty-five (45) days from its receipt of a SiFi Breach Notice (the "**City Cure Period**"); provided that the City Cure Period for a failure of the City to review permit applications and issue a permit(s) necessary to construct the System as required under Sections 2.5 and 3.2 (a "**Permit Issuance Breach**") shall be seven (7) days from its receipt of a SiFi Breach Notice to:

(i) respond to SiFi, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the City's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the City Cure Period, so long as the City initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi of the steps being taken and the projected date that they will be completed, the City Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from the City's receipt of a SiFi Breach Notice (the "**Extended City Cure Period**"); provided further, however, no Extended City Cure Period shall apply to a Permit Issuance Breach.

8.2.2 **SiFi Rights and Remedies**. If the City fails to cure any actual noncompliance or default as provided in Section 8.2.1(ii) above within the applicable City Cure Period, SiFi may:

(i) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(ii) seek money damages from the City; or

(iii) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

8.3 **Additional Rights to Terminate**.

8.3.1 At any time prior to commencing Construction or in the event the City fails to comply with the requirements of the Agreement, SiFi shall have the immediate right, at its option, upon written notice to the City to terminate this Agreement and shall be entitled to any and all other rights and remedies available to it at law or in equity.

8.3.2 A Party shall have the right, at its option, upon notice to the other Party to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days.

8.4 **Limitation of Liability**. EXCEPT WITH RESPECT TO A BREACH OF THE CITY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST SAVINGS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS

AND REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. SiFi aggregate liability under this Agreement shall be limited to the higher of one million dollars ($1,000,000) or the amount of available applicable insurance coverage. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 8.4 will survive expiration or termination of this Agreement.

SECTION 9

9. **Disputes**.

9.1 For all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System which cannot be settled through negotiation, the Parties agree first to try in good faith to settle the matter by mediation in Macon County, Illinois, prior to commencing litigation.

9.2 All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be decided in a court of law. The sole and exclusive venue for all claims, disputes or controversies arising out of, or in connection within the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be Illinois State Courts, and circuit court of Macon County, Illinois.

SECTION 10

10. **Miscellaneous Provisions**

10.1 **Assignment**. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The City shall not be permitted to assign, sell or transfer this Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi, which consent shall not be unreasonably withheld, conditioned, or delayed. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement and the System or any part thereof, without the consent of the City to SiFi's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the SiFi's assets in the market by reason of a merger, acquisition, or other business reorganization, provided such assignee, purchaser, or transferee has all appropriate licenses, to the extent SiFi's licenses, permits and approvals cannot be assigned or transferred, for the operation, management, and maintenance of the facilities contemplated herein and sufficient financial resources to fulfill all applicable terms and obligations under this Agreement. Any successor owner of rights sold or assigned by SiFi shall be required to comply with all provisions of this Agreement, unless the City specifically agrees to amend this Agreement prior to any effective date of ownership or rights transfer as provided herein. At least thirty (30) days prior to the effective date, or as soon as practicable, of any such assignment, sale or transfer, SiFi shall provide City with a fully executed copy of the assignment, sale or transfer document, signed by both SiFi and assignee/purchaser/transferee, indicating the assignee's/purchaser's/ transferee's assumption of all of SiFi's performance duties, liabilities and obligations under this

Agreement. SiFi shall not be relieved of its performance duties, liabilities or obligations under this Agreement until City is in receipt, of a fully executed copy of the document evidencing such assignment of the obligations herein and the assignee's/purchaser's/transferee's assumption of SiFi's performance duties, liabilities, and obligations under this Agreement. SiFi may not otherwise assign this Agreement or the System without City's consent, City's consent not to be unreasonably withheld, conditioned, or delayed. Upon any such assignment, sale, transfer, or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment only when the City is reasonably satisfied that the obligations have been properly transferred to another entity, and except as provided herein for provisions that survive the Agreement. SiFi shall give the City fourteen (14) days' advance notice of such assignment, sale, transfer or novation disclosing the identity of the Person to whom it has been assigned, transferred, sold or novated. The City agrees from time to time to promptly deliver (and in no event later than ten (10) days after request by SiFi) to SiFi an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request.

10.2 **Force Majeure**. Except as otherwise expressly set forth in this Agreement, SiFi will not be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by any of the following events (each a "**Force Majeure Event**"): where the City materially interfered with SiFi's ability to perform its obligations under the Agreement, labor strike, riot, war, earthquake, flood, hurricane, health crisis, pandemic, drought, tornado, unusually severe weather conditions, or other act of nature, labor disputes, failure of utility service necessary to construct the System, governmental, administrative or judicial order, or other event that is beyond SiFi's reasonable control.

10.3 **Notice**. All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, or by electronic mail and addressed as follows:

IF TO THE CITY:
City of Decatur
1 Gary K. Anderson Plaza
Decatur
IL 62523
Attn: City Manager

IF TO SIFI:
SiFi Networks Decatur LLC
103 Faulk Road, Suite 500
Wilmington, DE 19803

Email: NOTICES@SiFiNetworks.com

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 10.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

10.4 **Entire Agreement**. This Agreement, including all Exhibits, embodies the entire understanding and agreement of the City and SiFi with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi and the City with respect to the subject of this Agreement.

10.5 **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 **Governing Law**. This Agreement shall be deemed to be executed in the State of Illinois and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

10.7 **Modification**. This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

10.8 **No Third Party Beneficiaries**. Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

10.9 **No Waiver of Rights**. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the City may have under federal or state law unless such waiver is expressly stated herein.

10.10 **No Rights to the System**. The City expressly agrees that, except as expressly set forth in this Agreement, it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as provided in Section 8.1.2 (iii) and Section 8.1.2 (iv) above, SiFi shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

10.11 **Representations and Warranties**.

10.11.1 The City represents and warrants to SiFi that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the right, power and authority of the City and have been duly authorized by all necessary action on the part of City, (b) this Agreement has been duly executed and delivered by the City and it constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement by the City and its performance hereunder and thereunder will not violate any law, ordinance, rule, or regulation applicable to the City.

10.11.2 SiFi represents and warrants to the City that: (a) it has full authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the power and authority of SiFi and have been duly authorized by all necessary action on the part of SiFi, (b) this Agreement has been duly executed and delivered by SiFi and it constitutes a legal, valid and binding agreement of SiFi enforceable against SiFi in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement by SiFi and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi.

10.11.3 OTHER THAN THE EXPLICIT REPRESENTATIONS AND WARRANTIES MADE BY SIFI TO CITY UNDER THIS AGREEMENT, SIFI MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10.12 **Third Parties**. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi or the City.

10.13 **No Partnership**. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the City and SiFi or any other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that is acting as the agent of the other Party. SiFi shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

10.14 **Headings.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

10.15 **Construction.** Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

10.16 **Counterparts**. This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.17 **Further Assurances**. Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

10.18 **No Waiver**. No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the

exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed as of the day and year stated above.

CITY OF DECATUR,

an Illinois municipal corporation

Dated: _____, 2021

Mayor_____

ATTEST: _____

City Clerk

SIFI NETWORKS DECATUR LLC,

a Delaware limited liability company

Dated: _____, 2021

By:_____

Its:_____

EXHIBIT A

SPECIFICATIONS, SHELTERS, CABINETS

EXHIBIT

SPECIFICATIONS-SHELTERS-CABINETS
FIBER CITY TYPICAL SPECIFICATIONS
5/14/2021

Name:	Name:
Position:	Position:
Date:	Date:
Signature:	Signature:

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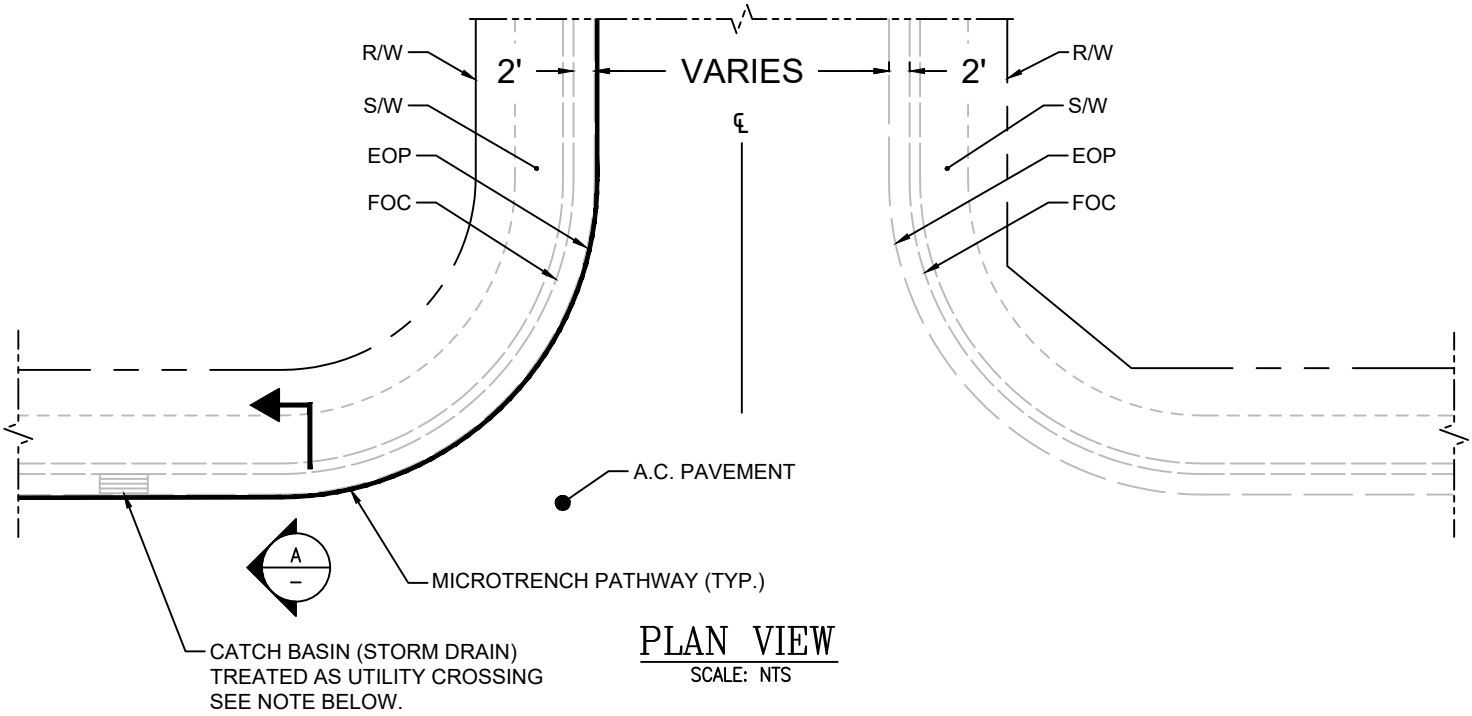
ROADWAY WITH A CURB RETURN



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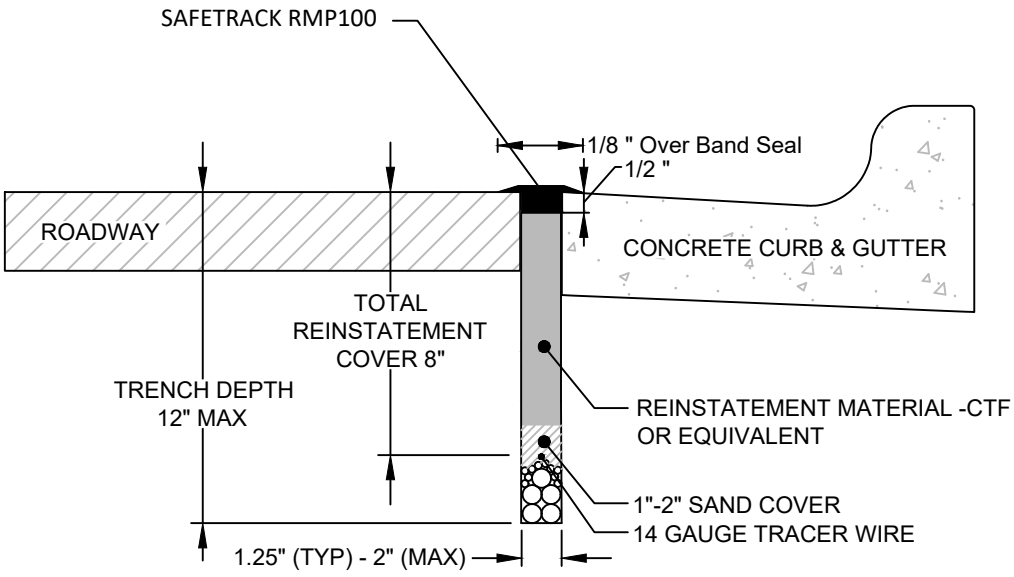

Sifi Networks

ROADWAY WITH A CURB RETURN

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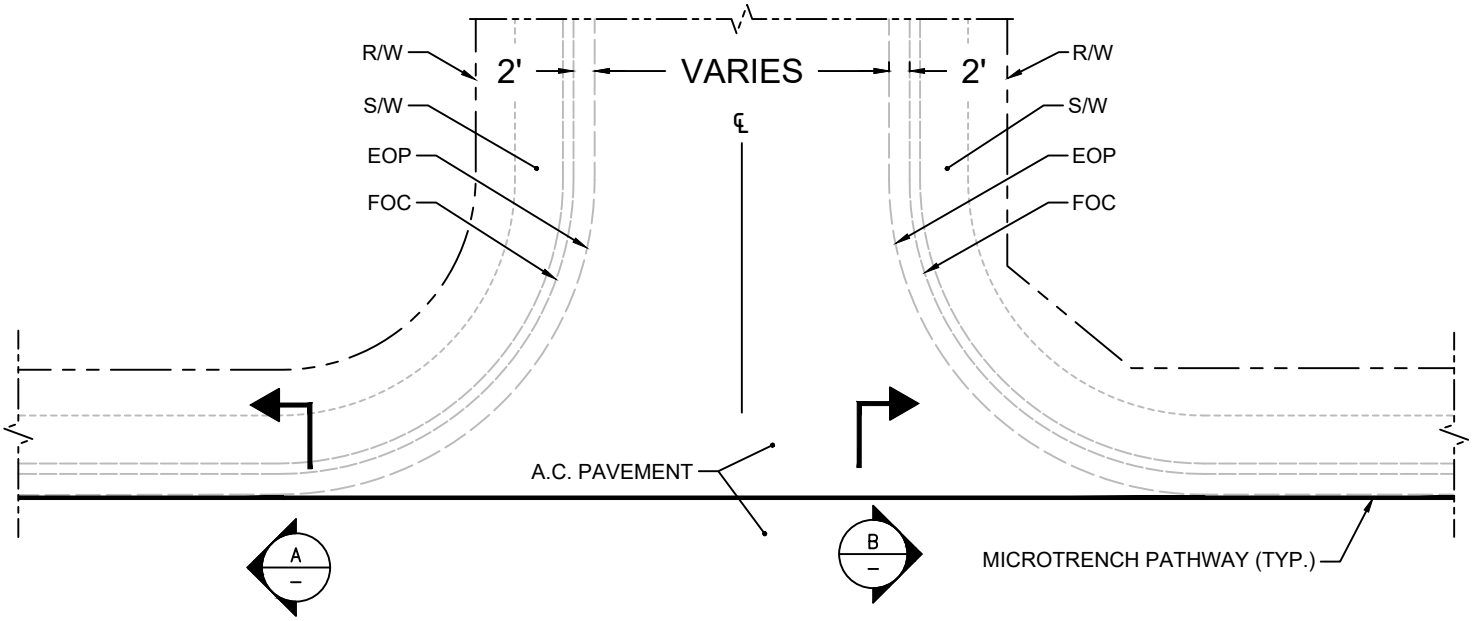

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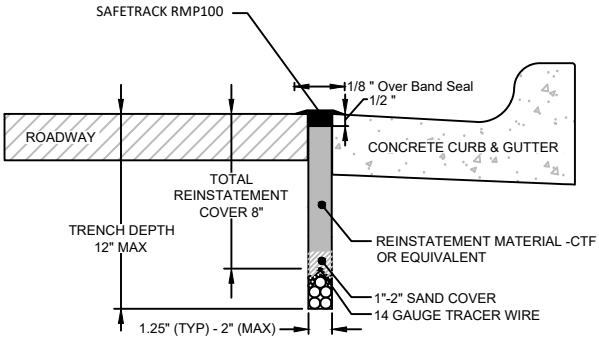

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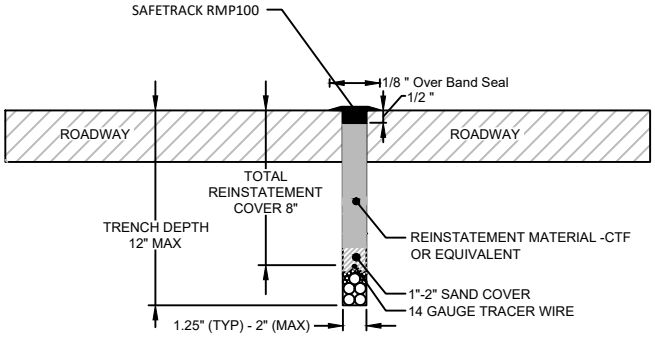

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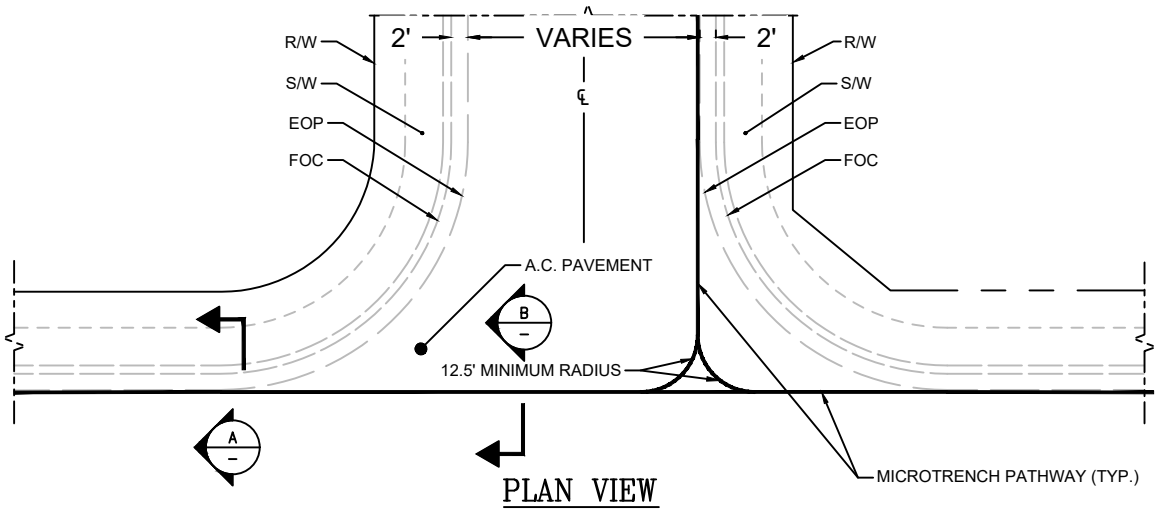

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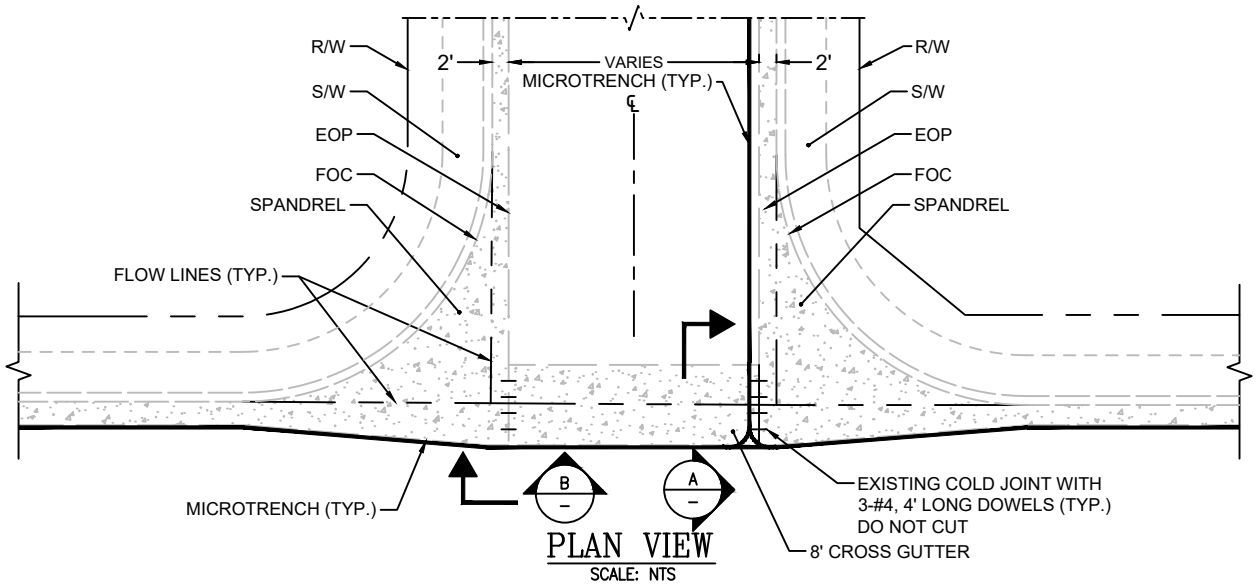

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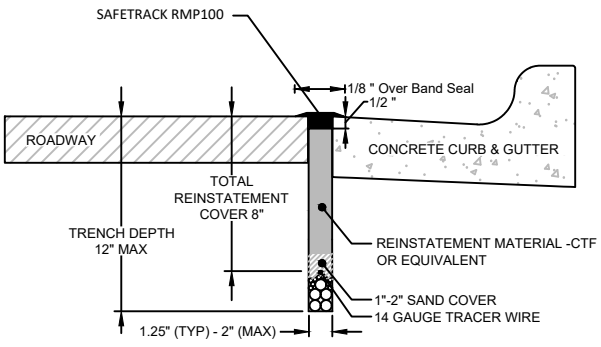

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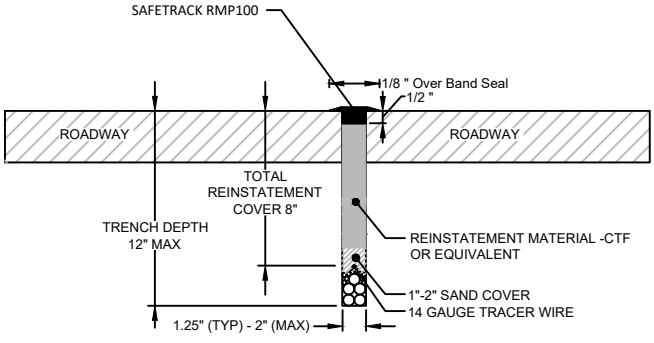

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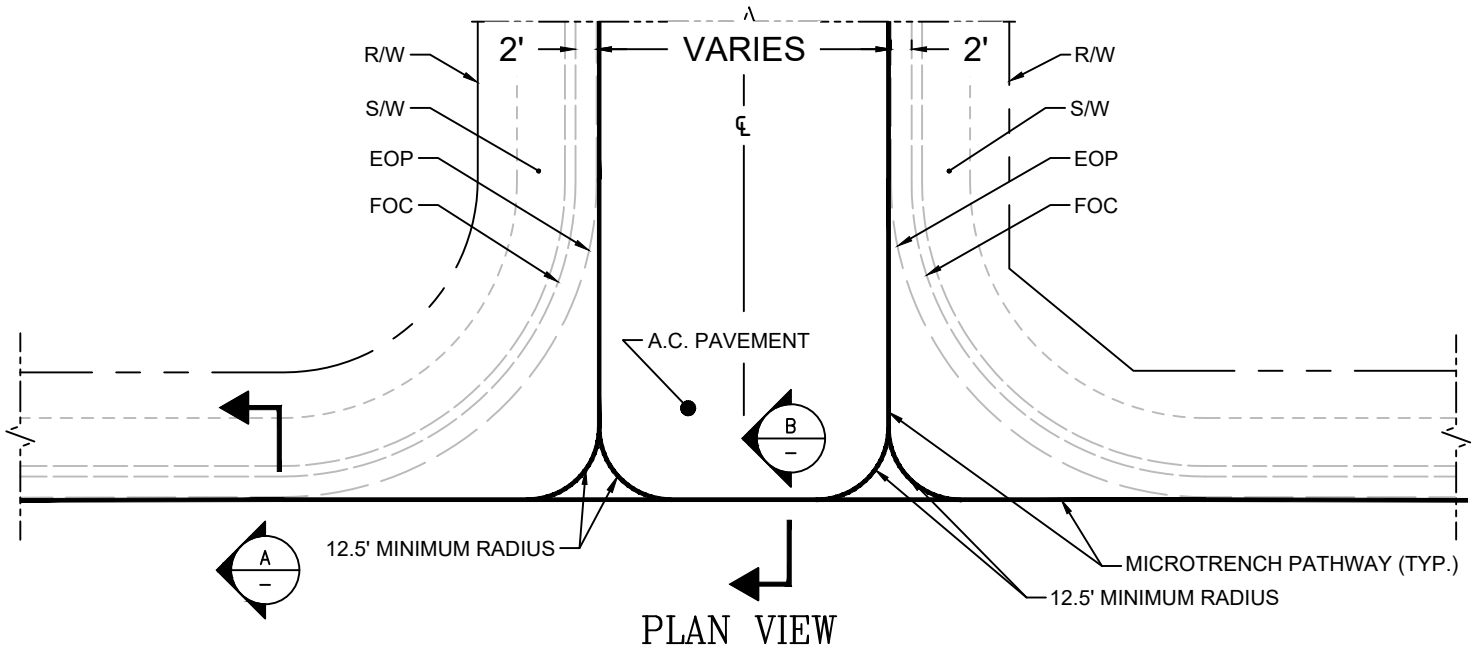
ROADWAY WITH CURB AND GUTTER - VARIANT C



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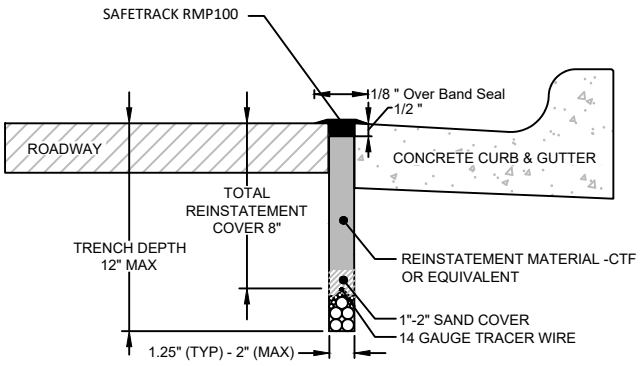

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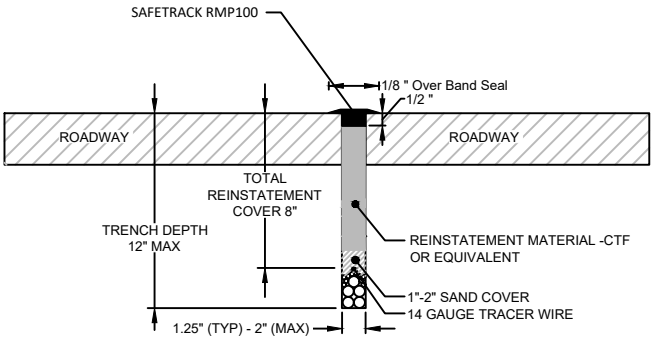

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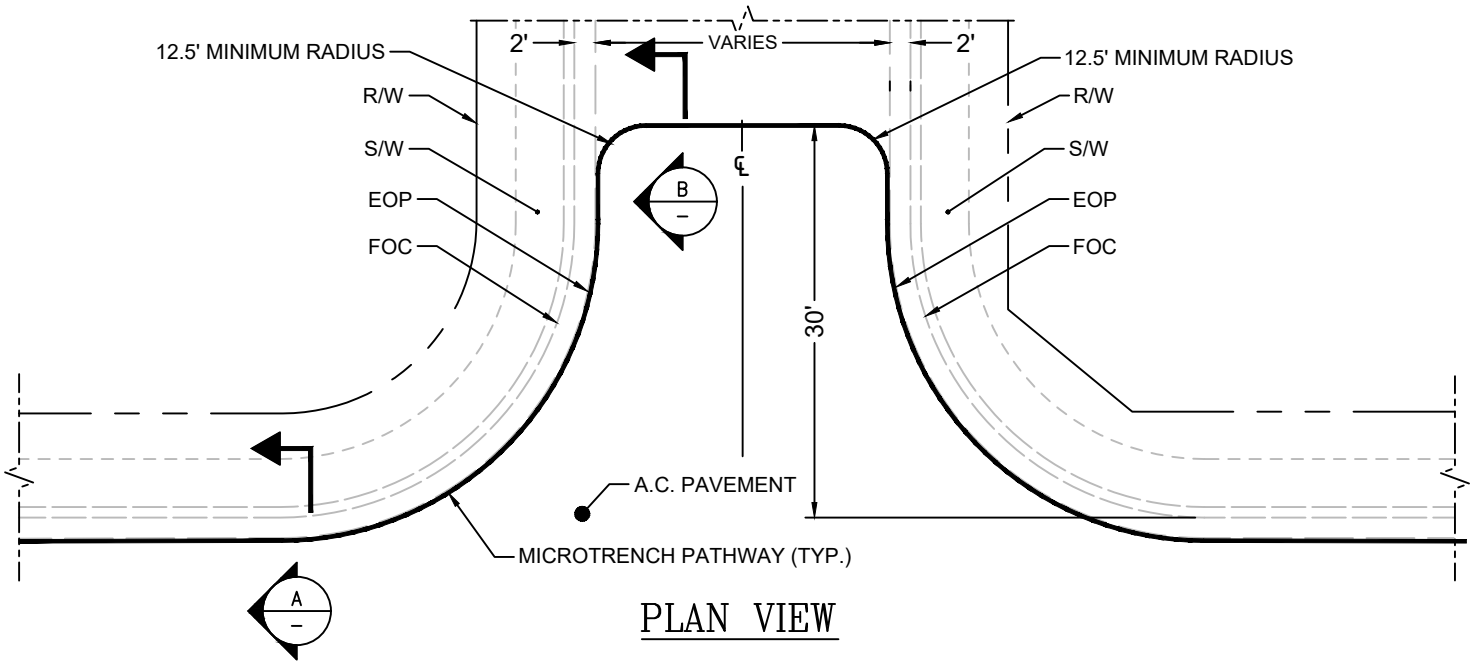

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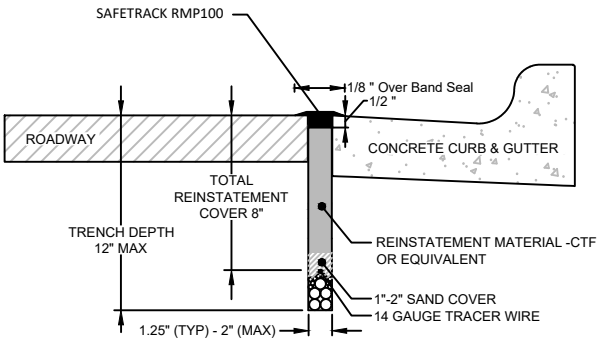

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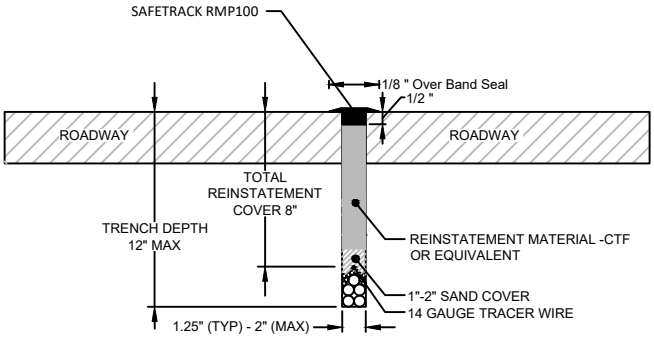

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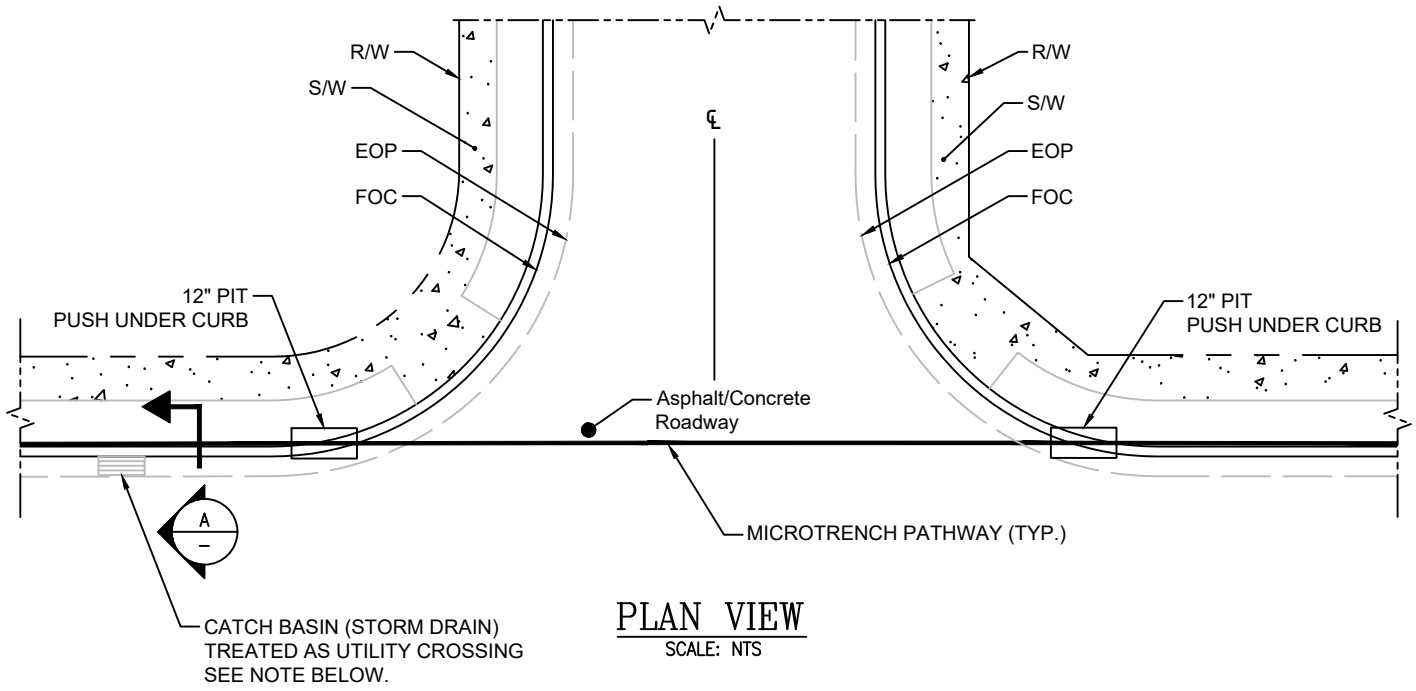

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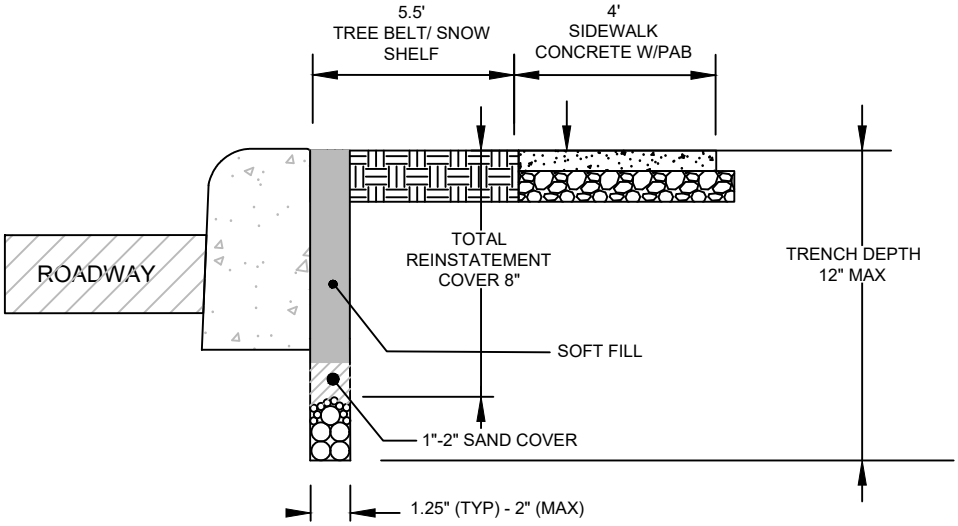

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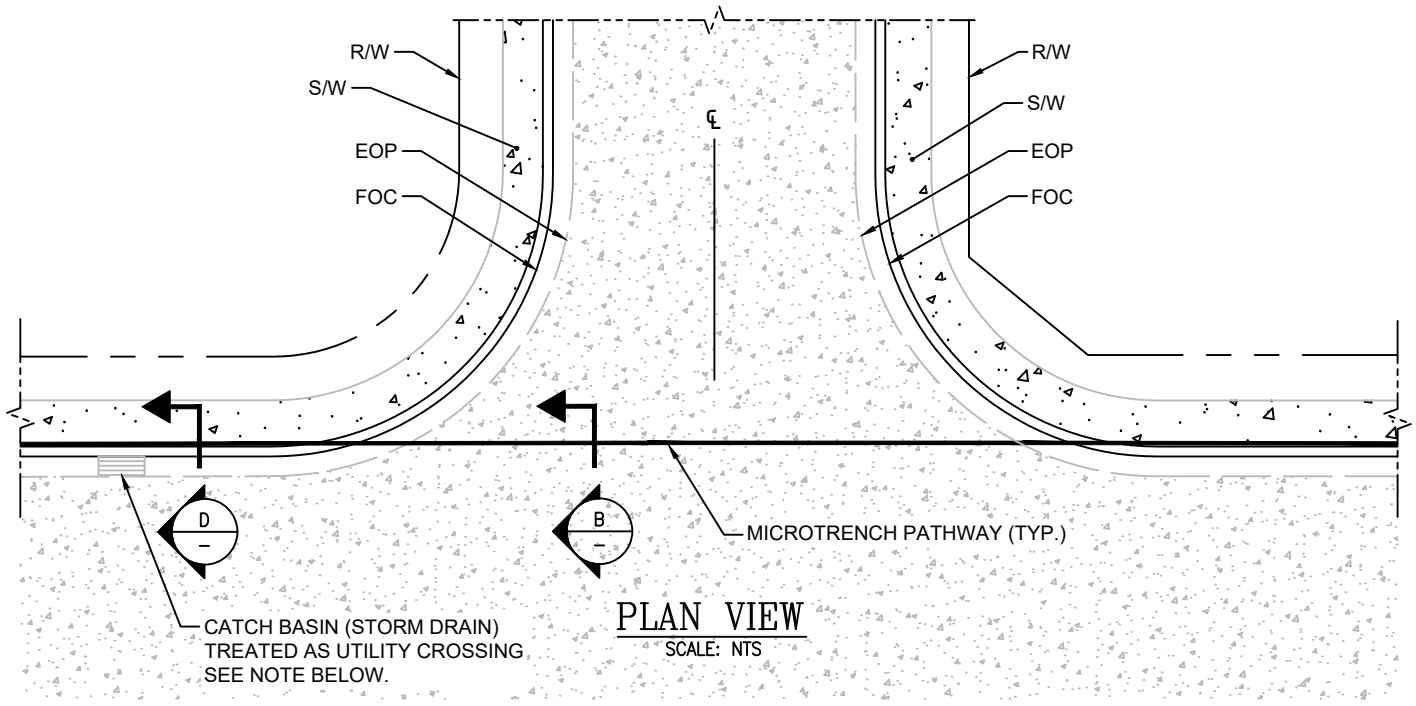
CONCRETE ROAD CROSSING FROM BACK OF CURB



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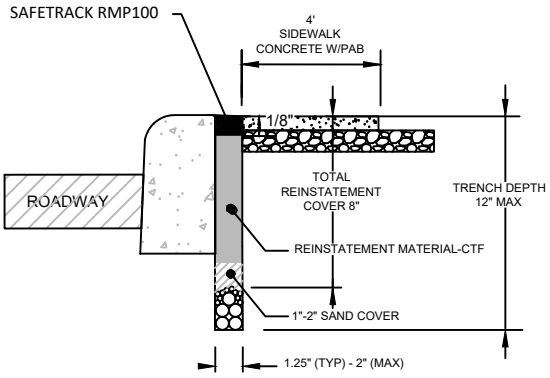
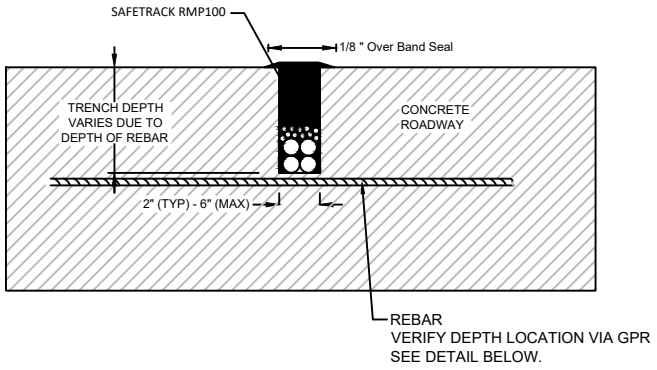


SECTION VIEW D-D



SECTION VIEW B-B

NO.	REVISIONS	BY	DATE

Sifi Networks

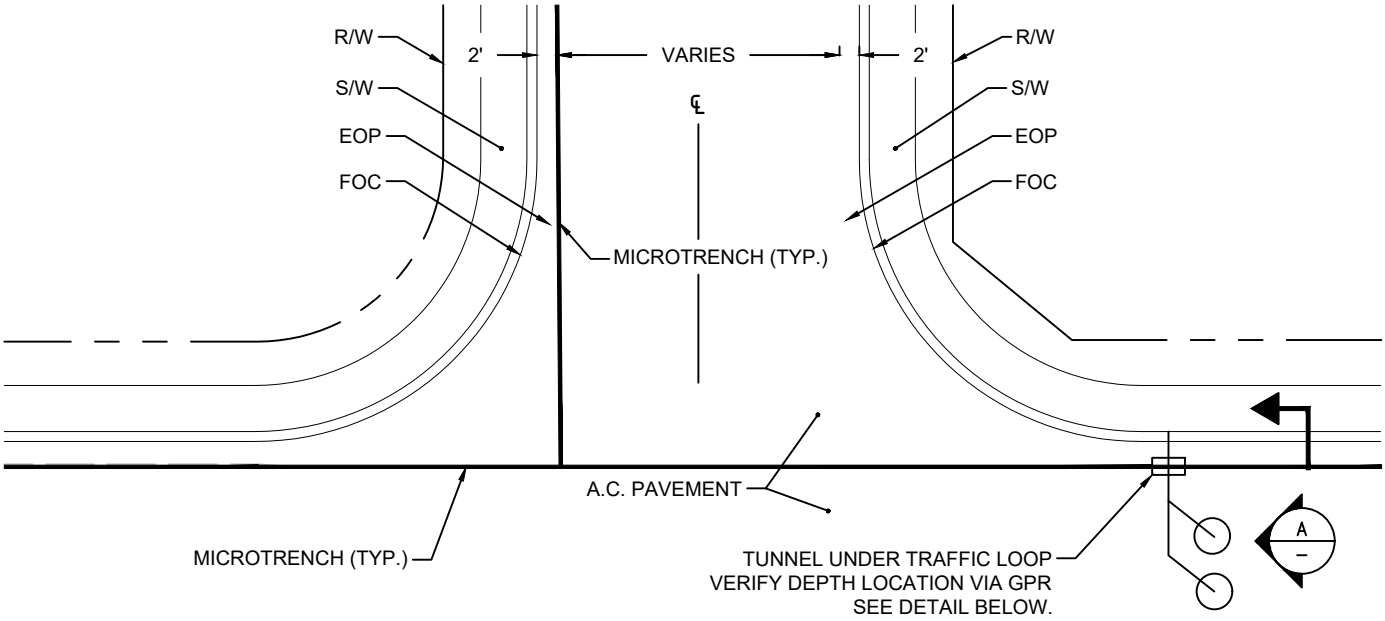
CONCRETE ROAD CROSSING FROM BACK OF CURB

STD DWG

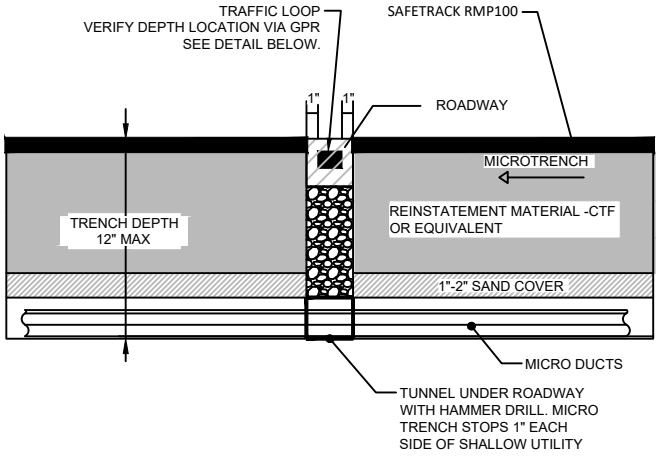
NOT TO SCALE

G

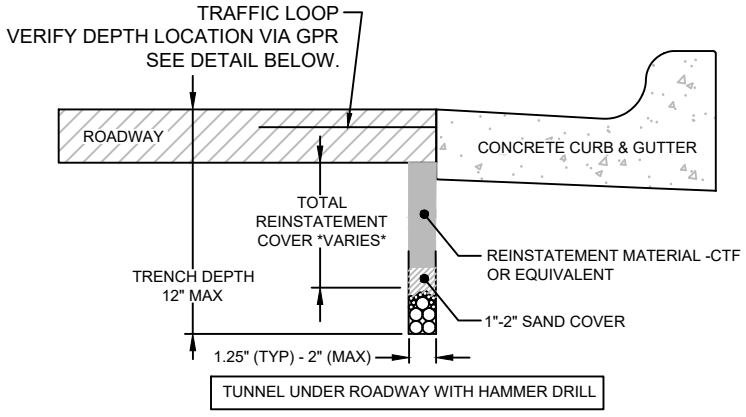
Micro Trench/Traffic Loop



PLAN VIEW
SCALE: NTS



PROFILE



SECTION VIEW A–A

NO.	REVISIONS	BY	DATE

Sifi Networks

MICRO TRENCH/TRAFFIC LOOP

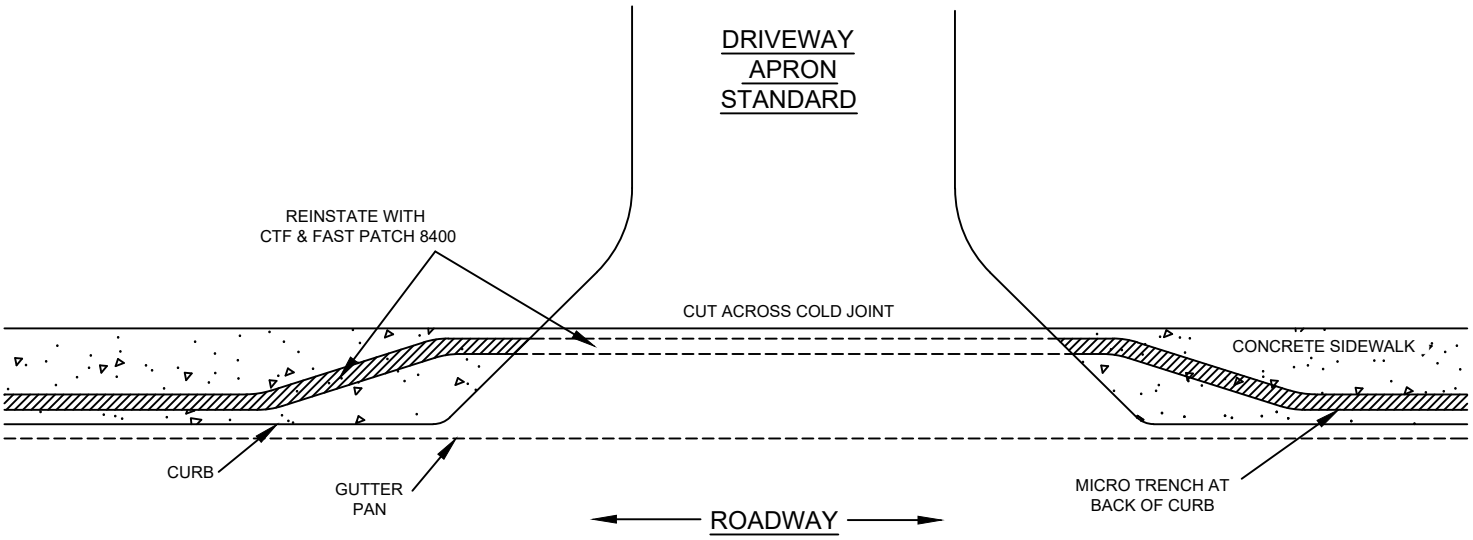
STD DWG

NOT TO SCALE

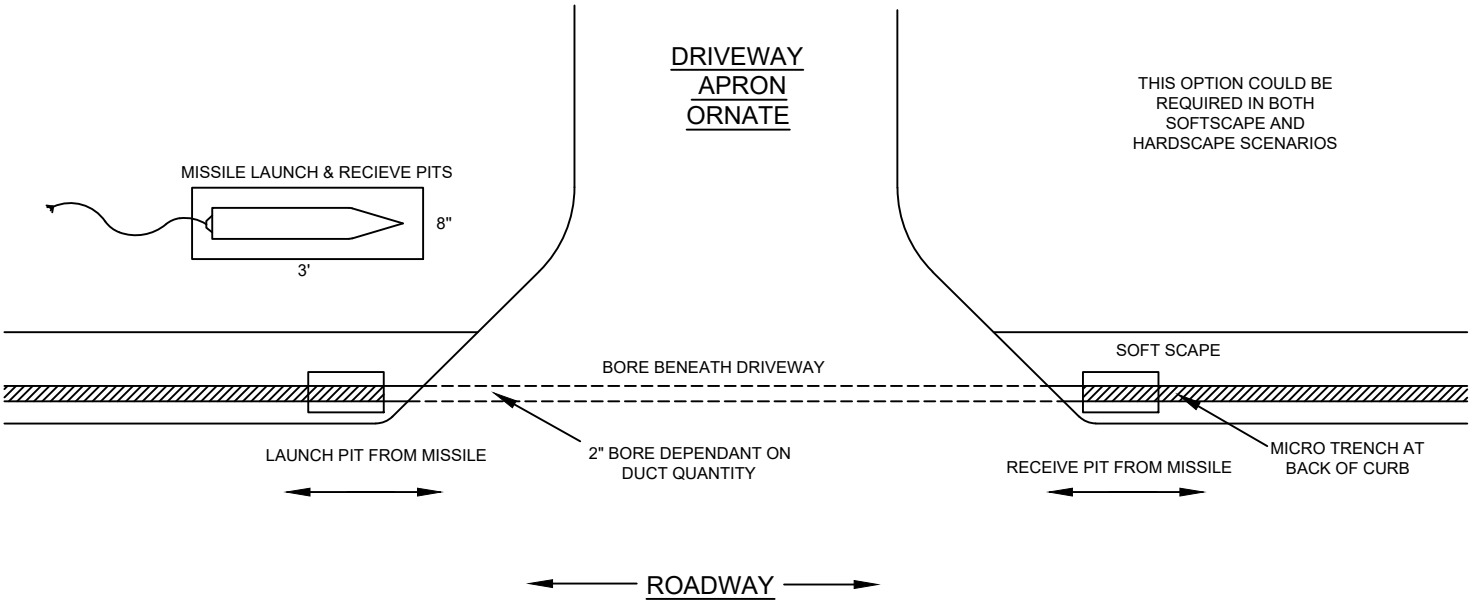
H

DRIVEWAY APRON VARIANTS

VARIATION A



VARIATION B



NO.	REVISIONS	BY	DATE

Sifi Networks

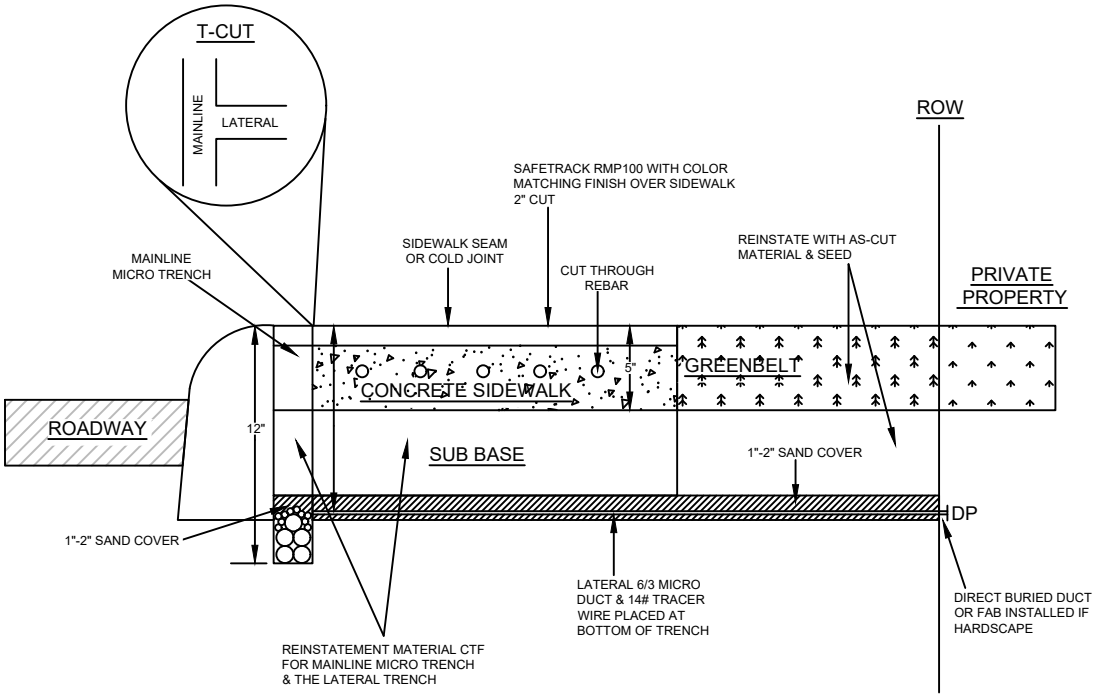
DRIVEWAY APRON CROSSING

STD DWG

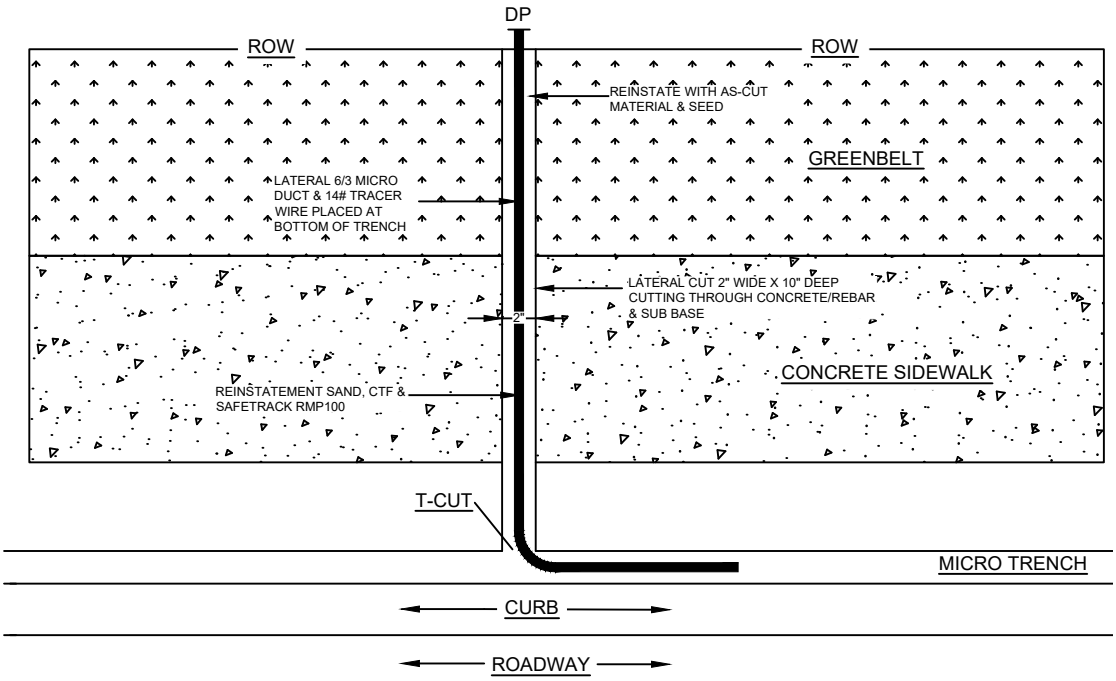
NOT TO SCALE

PAGE# 11

LATERALS FROM BACK OF CURB OPTIONS DETAIL A



LATERALS FROM BACK OF CURB OPTIONS DETAIL B



NO.	REVISIONS	BY	DATE

Sifi Networks

LATERALS FROM BACK OF CURB OPTIONS

STD DWG

NOT TO SCALE

J

STANDARD CHAMBER/INLET PROTECTION

FEATURES:

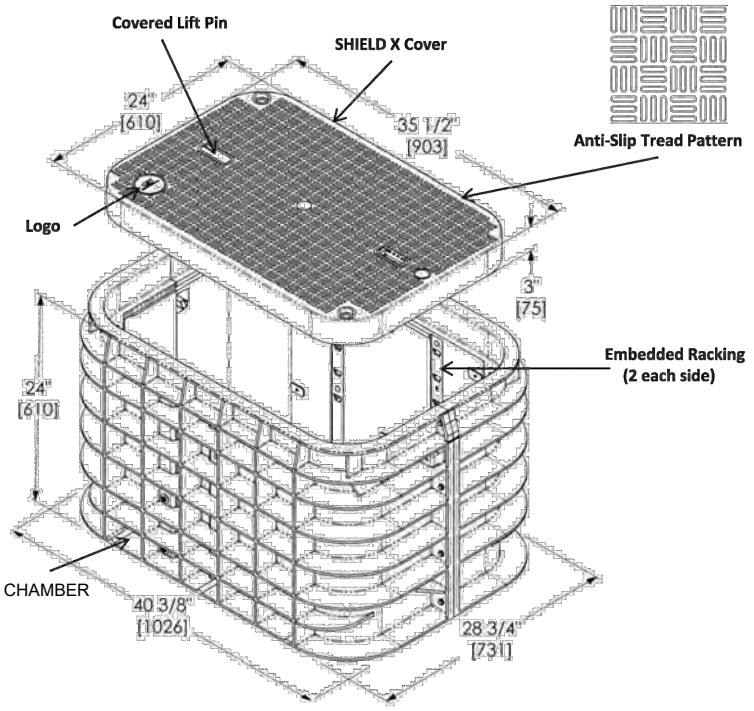
- 24" X 36" X 24" (open floor) (actual dimensions on drawing)
- CHAMBER – SHIELD X COVER- Tier 22 Load Rated (ANSI/SCTE 77: 2013)
- (2) Cover locking Auger bolts, Hex (9/16") or Penta (7/8") head with washer
- (2) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (2) Lifting slot equipped with stainless steel pin (slot is approximately 2 ¾"x¾")
- (2) Winterized Cable Drop slide (1 ¼" X 1 ¼")
- (1) Logo Disk

WEIGHT & SHIPPING:

- Cover Weight: 47 lbs
- Box Weight: 55 lbs
- Assembly Weight : 102 lbs

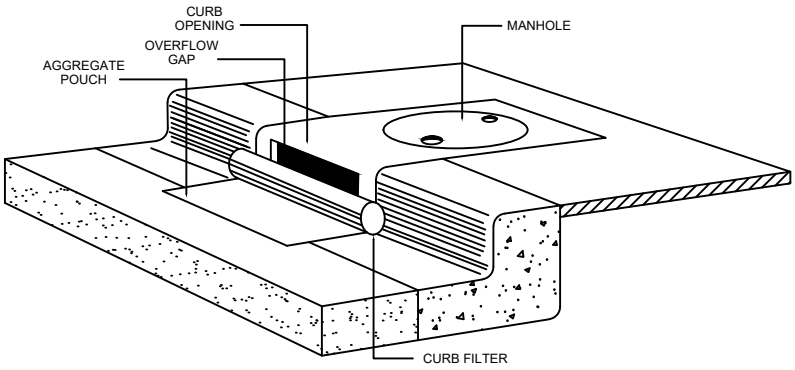
PERFORMANCE TESTING:

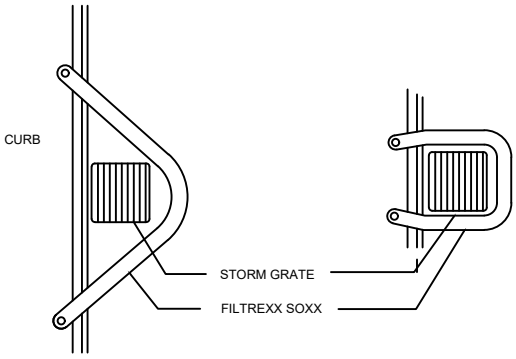
- ANSI/SCTE 77: 2013 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions		
Length	**Width**	**Depth**
34 ⅜" [873]	22 ¾" [578]	21" [533]

EXCESS SOXX MATERIAL
TO BE DRAWN IN AND TIED OFF TO
2X2 WOODEN STAKE (TYP.)





CURBSIDE OPTION "A" PLAN

CURBSIDE OPTION "B" PLAN

INLET PROTECTION

Sifi Networks

STANDARD CHAMBER/INLET PROTECTION

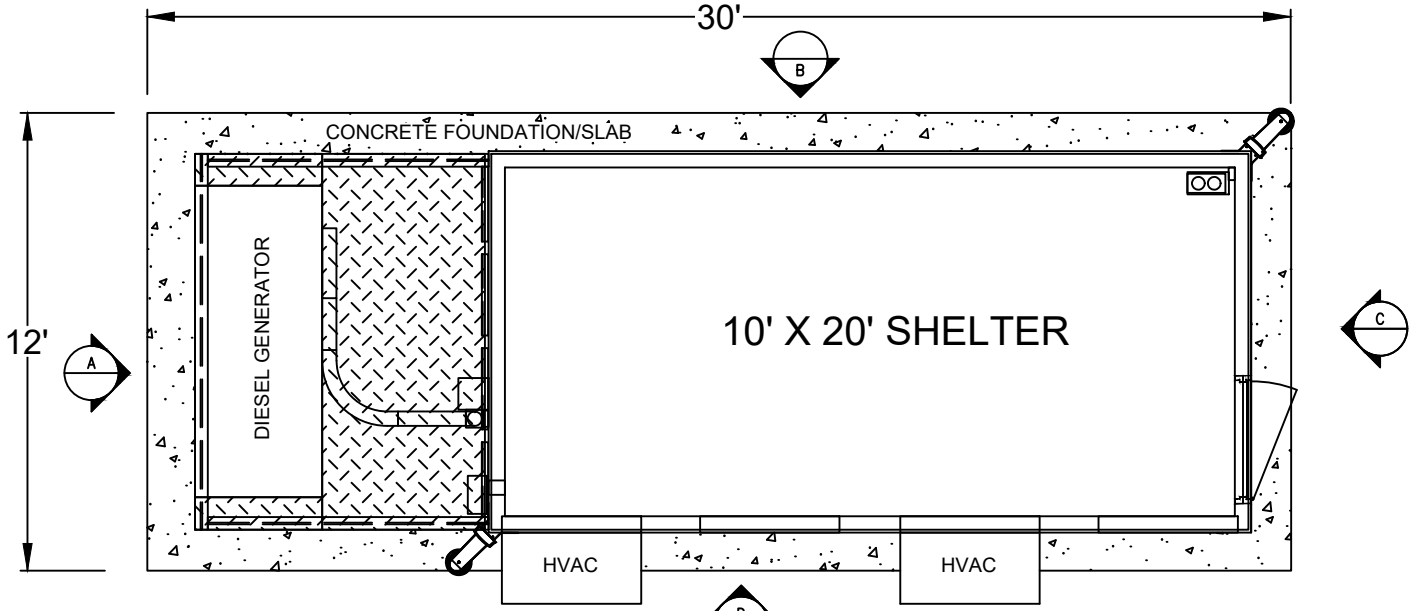
NO.	REVISIONS	BY	DATE

STD DWG

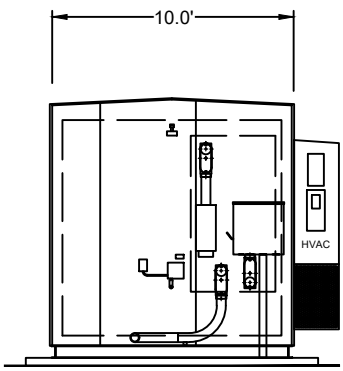
NOT TO SCALE

K

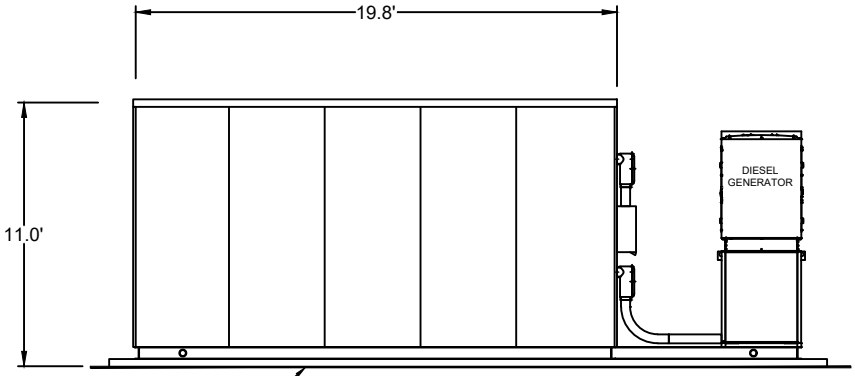
TYPICAL AGGREGATION SHELTER



PLAN VIEW



WALL "A"



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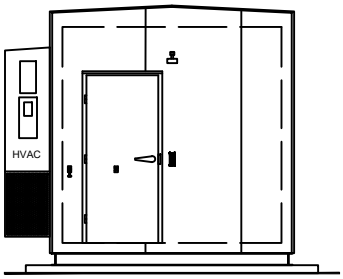
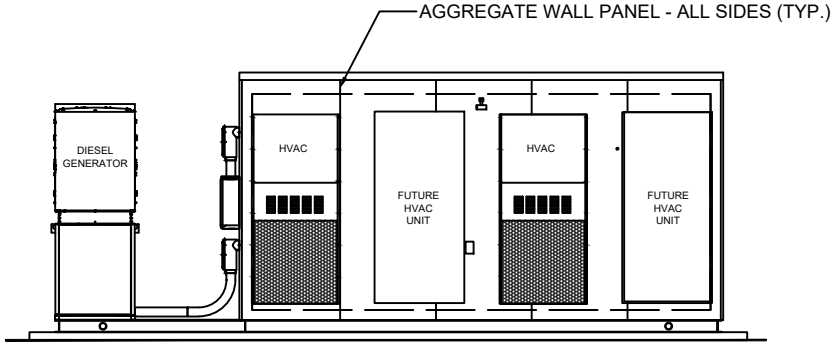


WALL "C"



WALL "D"

Sifi Networks

TYPICAL AGGREGATION SHELTER

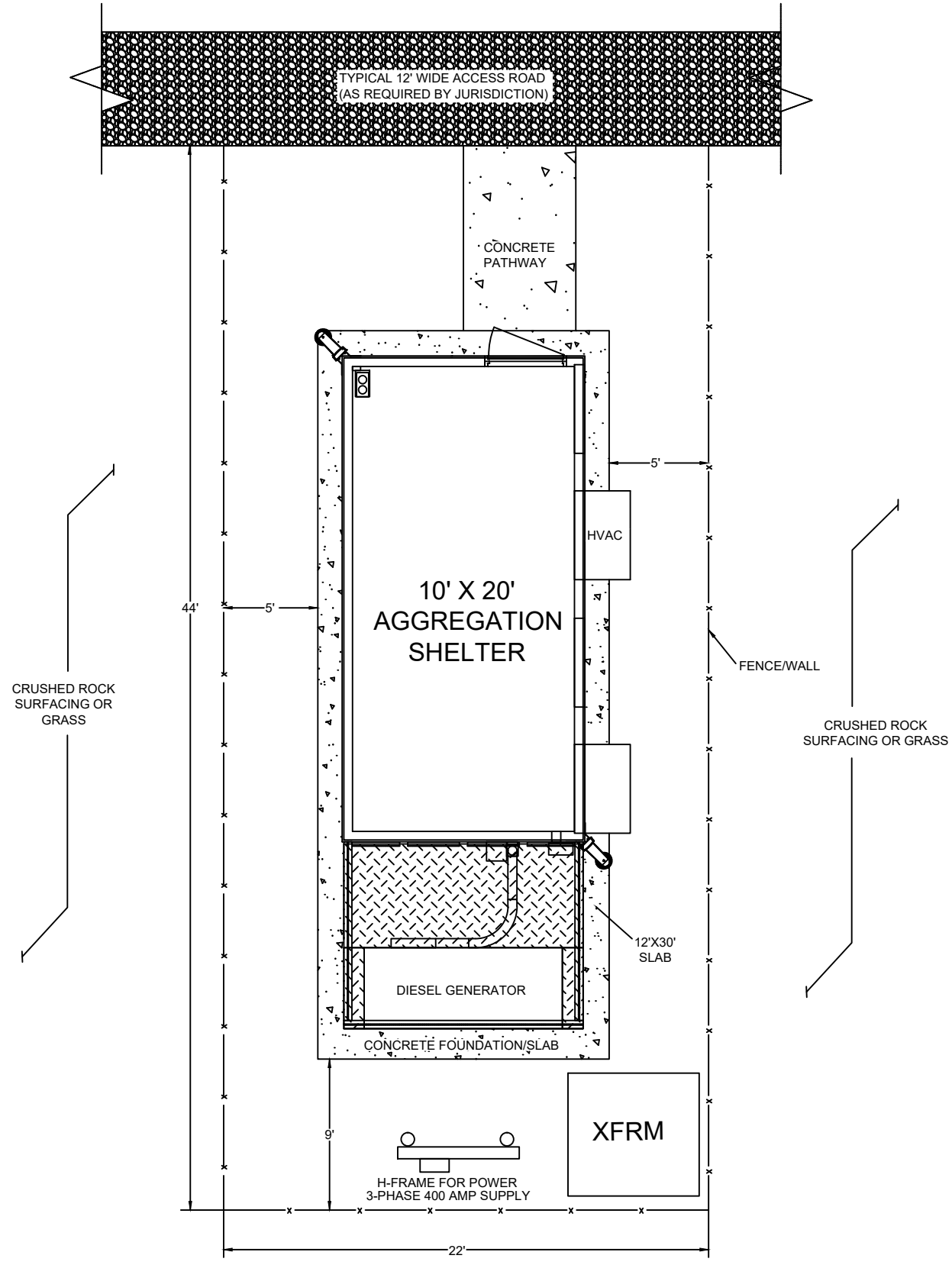
NO.	REVISIONS	BY	DATE

STD DWG

NOT TO SCALE

L

TYPICAL AGGREGATION SHELTER



SITE LAYOUT

NO.	REVISIONS	BY	DATE

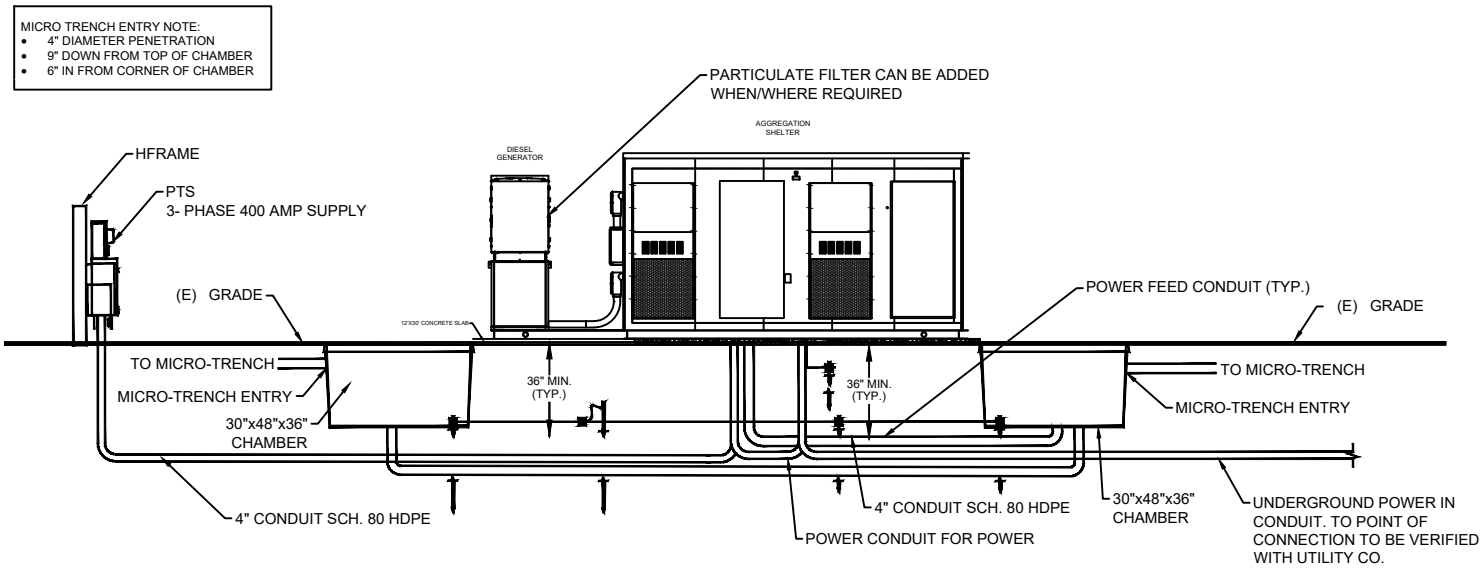
TYPICAL AGGREGATION SHELTER

STD DWG

NOT TO SCALE

M

TYPICAL AGGREGATION SHELTER ELEVATION VIEW



ELEVATION VIEW

NO.	REVISIONS	BY	DATE

Sifi Networks

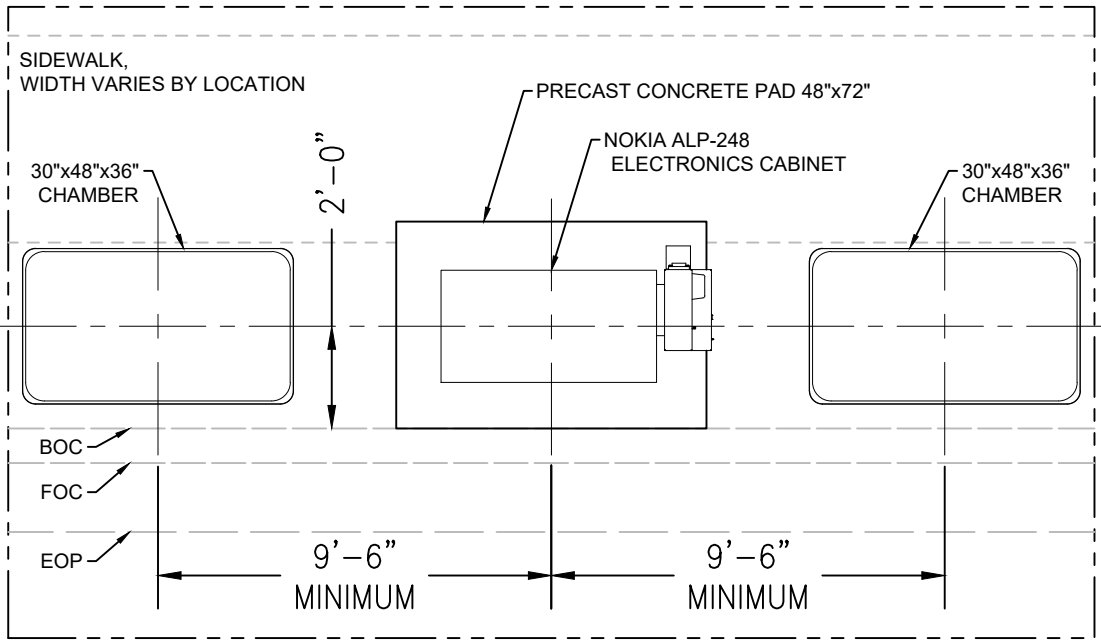
TYPICAL AGGREGATION SHELTER ELEVATION VIEW

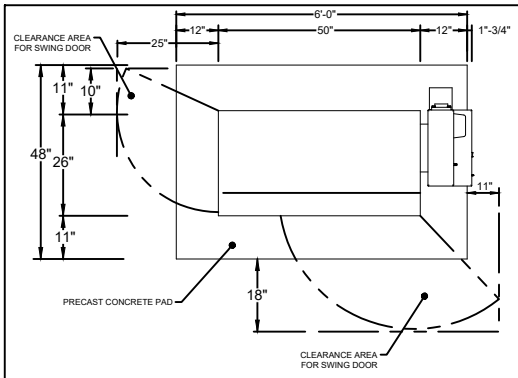
STD DWG

NOT TO SCALE

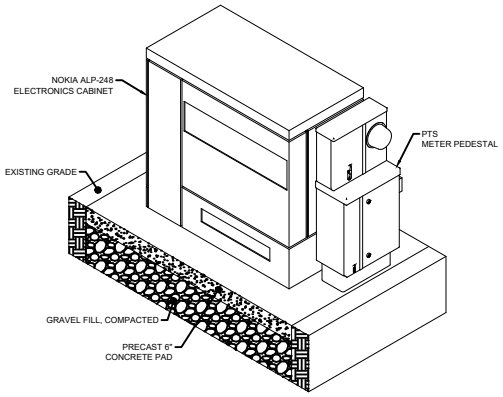
N

TYPICAL CABINET DETAILS

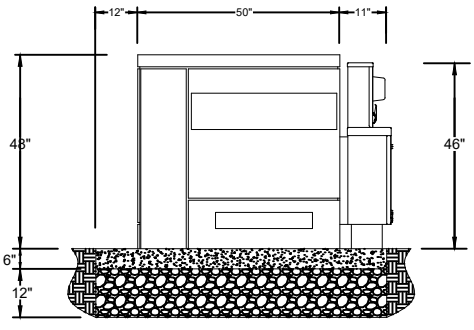




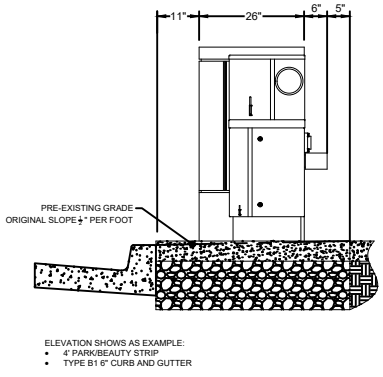
TOP VIEW



BASE VIEW



SIDE VIEW



PANEL VIEW

NO.	REVISIONS	BY	DATE

Sifi Networks

TYPICAL CABINET DETAILS

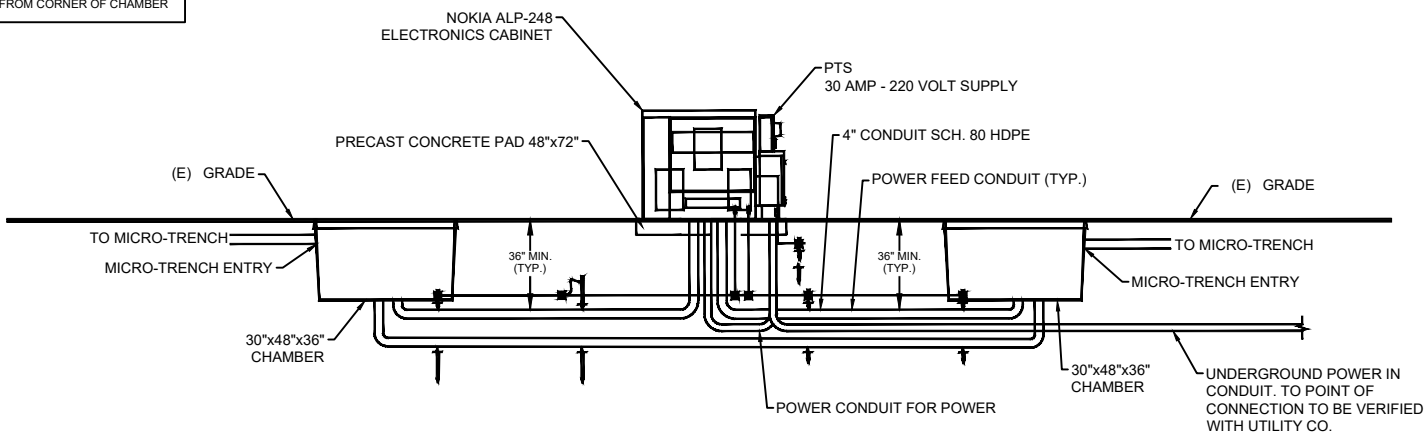
STD DWG

NOT TO SCALE

0

TYPICAL CABINET DETAILS

MICRO TRENCH ENTRY NOTE:
- 4" DIAMETER PENETRATION
- 9" DOWN FROM TOP OF CHAMBER
- 6" IN FROM CORNER OF CHAMBER



ELEVATION VIEW

Sifi Networks

TYPICAL CABINET DETAILS

NO.	REVISIONS	BY	DATE

STD DWG

NOT TO SCALE

P

CABINET & AGGREGATION SHELTER

FEATURES:

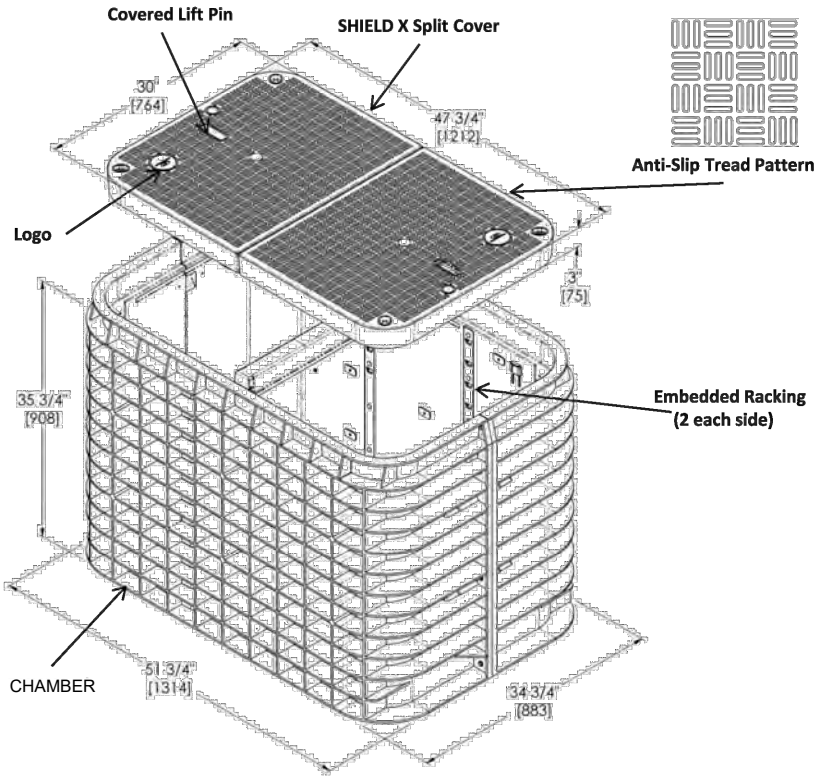
- 30" X 48" X 36" (open floor) (actual dimensions on drawing)
- CHAMBER – SHIELD X Split COVER- Tier 22 Load Rated (ANSI/SCTE 77: 2013)
- (4) Cover locking Auger bolts, Hex (9/16") or Penta (7/8") head with washer
- (4) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (1) Lifting slot equipped with stainless steel pin (slot is approximately 2 ¾"x¾")
- (4) Winterized Cable Drop slide (1 ¼" X 1 ¼")
- (1) Galvanized Center Beam
- (2) Logo Disk

WEIGHT & SHIPPING:

- Cover Weight: 50 lbs (Per Half)
- Box Weight: 129 lbs
- Assembly Weight : 229 lbs

PERFORMANCE TESTING:

- ANSI/SCTE 77: 2013 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions		
Length	**Width**	**Depth**
46 ½" [1180]	28 ¾" [730]	32 ¾" [832]

Sifi Networks

CABINET & AGGREGATION SHELTER

NO.	REVISIONS	BY	DATE

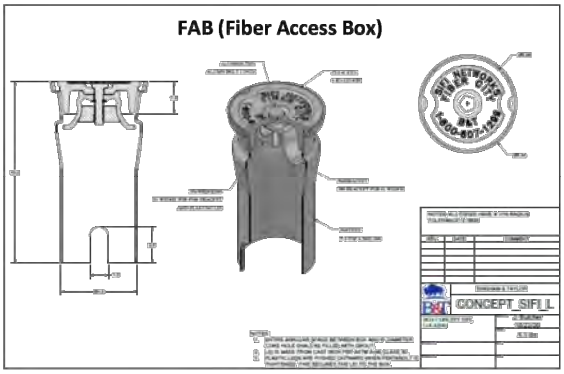
STD DWG

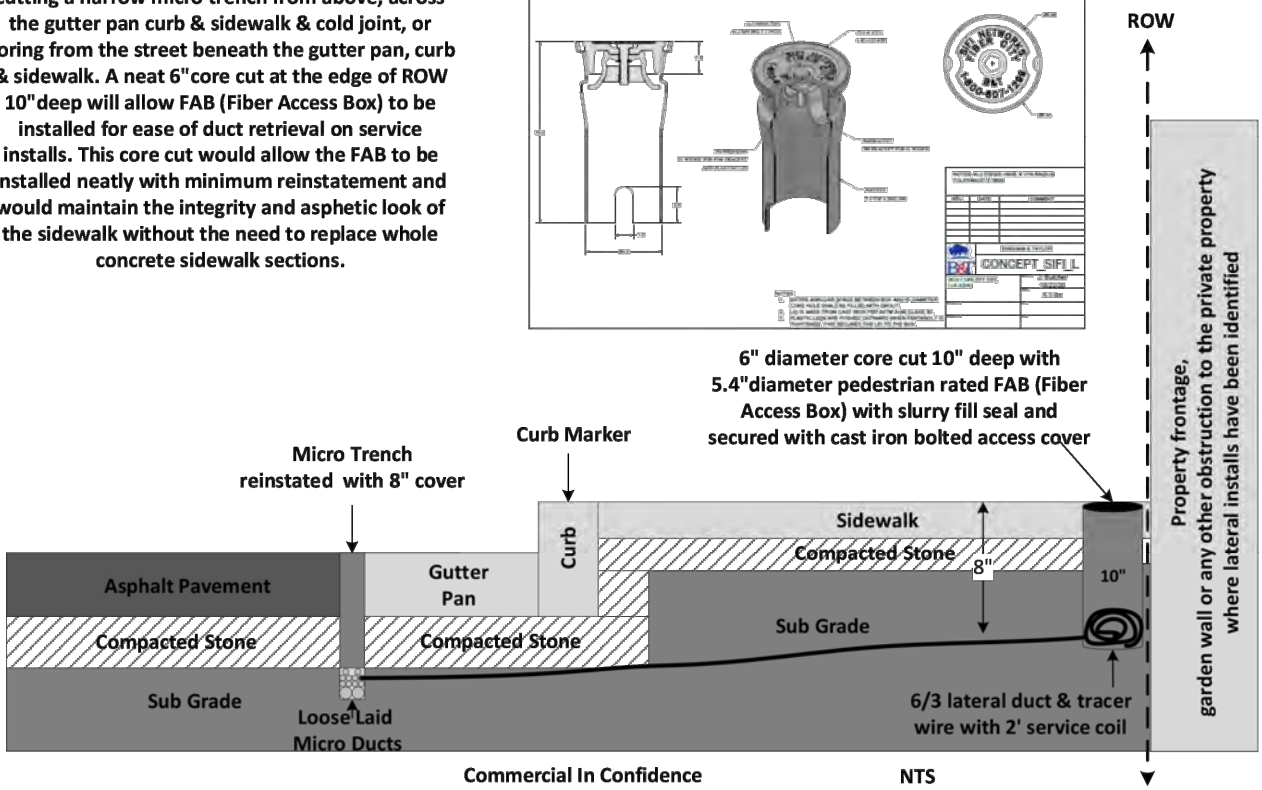
NOT TO SCALE

Q

Hardscape Lateral Typical With FAB Installed At ROW Obstruction

Lateral duct installation can either be installed by cutting a narrow micro trench from above, across the gutter pan curb & sidewalk & cold joint, or boring from the street beneath the gutter pan, curb & sidewalk. A neat 6"core cut at the edge of ROW 10"deep will allow FAB (Fiber Access Box) to be installed for ease of duct retrieval on service installs. This core cut would allow the FAB to be installed neatly with minimum reinstatement and would maintain the integrity and asphetic look of the sidewalk without the need to replace whole concrete sidewalk sections.





FAB AT ROW

FASTRAC CTF-RTU

Rapid Setting Mortar Mix

DESCRIPTION

FasTrac CTF-RTU is a one-component, shrinkage compensated, proprietary blend of cements, aggregates, and performance enhancing chemical additives. This rapid setting repair mortar is mixed with water on site, used for reinstatement of microtrenching, small-scale horizontal concrete repairs, and form and pour vertical applications that require high early strength gain. It is fully extendable for larger repairs.

FEATURES/BENEFITS

- Very rapid setting; structures can be opened to vehicular traffic in 2-3 hours
- Non-gypsum based with volume stability
- Excellent resistance to freeze/thaw outstanding durability
- Shrinkage compensation minimizes cracking from drying shrinkage
- Can be dyed to match surface

PACKAGING

- 60lb bag
- 3000lb bulk bag

YIELD

Approx. 0.45-cu.ft. /60 lb. bag when mixed with the recommended amount of water.

WHERE TO USE

- Microtrenches
- Concrete and asphalt streets
- Airport runways
- Concrete slab replacement
- Repair of Bridges
- Parking decks
- Horizontal concrete surfaces
- Interior or exterior

SHELF LIFE

12 mos. properly stored

STORAGE

Store and transport in clean, dry conditions

APPLICATION TEMPERATURE RANGE

- 40°F to 90°F

HOW TO APPLY

Surface Preparation (See ICRI guidelines)
For repairs, perform surface preparation in accordance with ICRI Technical Guidelines. Concrete must be sound and fully cured (28 days). Remove all unsound concrete and roughen the surface for better bonding. Remove all laitance, oil, grease, curing compounds, and other contaminants that could prevent adequate bond. Saw cutting slurry should be removed. The concrete substrate should be saturated surface dry (SSD), without standing water, before application. Apply the mixed material onto the prepared SSD substrate by trowel or screed. Minimum application thickness is 1/2-in. Finish the completed repair, as required without overworking the surface.

Reinforcing Steel
Remove all oxidation and scale from the exposed reinforcing steel in accordance with ICRI Technical Guideline No. 03730 "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion."

Mixing
Mix with required amount of cool, potable water for desired application characteristics, from 6.0 to 7.0 U.S. pints per 60lbs. (27.2kg) bag. Conduct field trials to verify proper consistency, yield and a thoroughly mixed product. Can be extended with coarse aggregate up to 100% by weight. *An additional 1.0 pint can be added to increase flow for microtrenching. Will result in reduced compressive strength and slower set times.

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FASTRAC CTF-RTU

FasTrac Accelerator
The addition of FasTrac Accelerator is recommend at temperatures below 50°F.
Pour the recommended volume of clean, potable water [> 34° F (- 1° C)] into the mixing container.
Add the appropriate amount of FasTrac Accelerator into the water and mix until it has dissolved.
For quicker opening times, FasTrac Accelerator may be used between 50°F-60°F.
Use of the recommended amount of FasTrac Accelerator, at temperatures lower than 60°F, will ensure that both the designed 3 hour compressive strength and 3 hour open time to vehicular traffic are achieved.

Working time- Approx. 15-25 min

Set time – min, at 72°F (22°C), ASTM C 266
Initial……20-30 minutes
Final……30-40 minutes

Shrinkage – ASTM C 157
28 day……-.03%

Comressive strength – 2"x2" cubes, ASTM C109
3 hr……3,500 psi (24.1 MPa)
1 day……5,000 psi (34.5 MPa)
28 days……7,500 psi (51.7 MPa)

Shear Bond Strength – ASTM C882
24 hr……2,000 psi (13.8 MPa)
7 day……3,000 psi (20.7 MPa)

Curing
Cure immediately after finishing. Use a curing compound that complies with ASTM C 309. In extreme heat, keep the patches covered and damp

Clean up
Clean tools, and equipment with clean water immediately after use. Cured materials musts be removed mechanically.

Health and Safety
Make certain the most current versions of product data sheet and are being used.

Risks
Product contains portland cement and sand (crystalline silica); it can cause skin and eye irritation. Ingestion or inhalation of dust may cause tract irritation. This contains free respirable quartz, which has been listed as a suspected human carcinogen by NTP and IARC. Repeated or prolonged overexposure to free respirable quartz may cause silicosis or other serious and delayed lung injury.

Precautions
KEEP OUT OF THE REACH OF CHILDREN. Prevent contact with skin and eyes. Prevent inhalation of dust. DO NOT take internally. Use only with adequate ventilation. Use impervious gloves, eye protection and if the TLV is exceeded or is used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable federal, state and local regulations.

First Aid
In case of eye contact, flush thoroughly with water for at least 15 minutes, and seek medical attention. In case of skin contact, wash affected areas with soap and water. If the irritation persists seek medical attention. Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If the discomfort persists, breathing difficulty occurs, or if swallowed seek medical attention. Refer to Material Safety Data Sheet (MSDS) for further information.

Proposition 65
This product contains material listed by California as known to cause cancer, birth defects, or other reproductive harm.

VOC Content
0 lbs/gal or 0 g/L

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FASTRAC CTF-RTU

LIMITED WARRANTY NOTICE

Every reasonable effort is made to apply exacting standards both in the manufacture of "FasTrac CTF-RTU" product and in the information, which we issue concerning these products and their use. We warrant our products to be good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only on quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, Western Material and Design, LLC makes no warranty or guarantee, express or implied, including warranties of fitness for a particular purpose or merchantability, respecting its products, and Western Material and Design, LLC shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within one year from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of the Western Material and Design, LLC technical manager.

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SAFETRACK™ RMP 100

Micro-Trench Infill System

Product Description

SAFETRACK™ RMP 100 (MTI) is a cold, liquid applied, self–compacting, flexible roadway reinstatement system based on Stirling Lloyd's (now part of GCP Applied Technologies) unique Esselac™ resin technology. Its fast cure and overall versatility make this product ideal for underground small cell and optical fiber installations.

Use

The SAFETRACK™ RMP 100 system has been designed for the infill and final reinstatement of micro-trenches in both asphalt and concrete.The material is used to reinstate the microtrench and finish with an overband to provide a neat termination and prevent the ingress of water into the fabric of the roadway.

Surface Preparation

The vertical faces of the trench and adjacent surfaces to be treated must be clean and dry. Use a stiff brush to clean off trench walls followed by oil free and dry compressed air to clear the trench of all dirt, standing water and loose material. Dry with a drying lance or with compressed air that is oil free. Pay particular attention to aiming the air or air/ gas mixture at the cut face on both sides of the trench to ensure proper cleaning of the trench. Repeat blowing out and cleaning the trench as needed.

Application Equipment

SAFETRACK™ RMP 100 can be easily applied by hand or by pump. Please contact your GCP representative for details.

Application

Application training is provided by GCP and application should be in accordance with our detailed "Application Guidelines" which are available to Authorized Contractors or upon request.

Coverage

SAFETRACK™ RMP 100 - 0.134 cubic feet per US gallon. Theoretical yield per pail and standard BPO Catalyst (Hardener Powder or Liquid): Approximately 3.6 US gallons. Yields and consumption rates are theoretical and make no provision for waste.

Product Advantages

- Rapid cure - fast return to service with short drive-on times
- Cold applied, no hot trades
- Free flowing – no compaction required
- Excellent mechanical interlock
- Does not deform under traffic load
- Custom on-site coloring - Dye can be added for creating an orange dig-safe indicating layer as well as the ability to match the color of the substrate
- Minimal adhesive sensitvity to moisture

SAFETRACK™ RMP 100 Application

Temperature Range[1] 23 to 120ºF

Temperature[2] / Substrate	Typical Working Life	Typical Cure Time[3]
95°F	7 minutes	10 minutes
86°F	10 minutes	20 minutes
77°F	13 minutes	35 minutes
68°F	15 minutes	50 minutes
59°F	12 minutes*	40 minutes*

* Based on the use of extra hardener powder. Please contact your local GCP representative for advice.

[1] For temperatures outside this application range please contact your local GCP representative.

[2] Based on material and substrate having similar temperatures.

[3] SAFETRACK™ RMP 100 can be overlaid with SAFETRACK™ RMP 100 before it is fully cured

ASTM Testing

Test Method	ASTM	Result
Compressive Strength	D695	>1000 psi
Tensile Strength	D 638/ D 412	Min. 160 psi
Elongation	D 638/ D 413	>24%
Pull Off Strength	D 4541	Concrete: > 485 psi Asphalt: > 375 psi
Initial Skid Resistance Value	E 303	Min. 65
Void Content		< 1%
Installation Temperture Range		23F - 120F

Overcoating

SAFETRACK™ RMP 100 can be overlaid with the second pass of SAFETRACK™ RMP 100 as soon as the initial cure has taken place. There is no maximum overlaying time as the material chemically bonds to that already in place.

Color

Asphalt Grey
Neutral
Orange (for "dig-safe" indicating layer)
Custom Ordered

Cleaning

All tools and equipment should be cleaned with acetone after use, before the material is allowed to cure..

Packaging & Storage

Resin: 3.57 US Gal pail
BPO Hardener Powder: Varies
BPO Liquid Hardener: 5 Gallon Pails

All components of the SAFETRACK™ RMP 100 system should be stored in cool, dry, protected conditions, out of direct sunlight and in accordance with the relevant Health & Safety regulations. Storage temperature must not exceed 77°F (25°C). Do not store any component near naked flames or foodstuffs.

Stored in unopened containers, under the correct conditions, Safetrack™ RMP 100 and the hardener powder have a shelf life of six months. The BPO liquid hardener has a shelf life of 12 months. If the components are stored at higher temperatures the shelf life will be reduced. Please contact us for further details / advice.

Safety and Handling

Read and understand the product label and Safety Data Sheet (SDS) for each system component and cleaning material and safety instructions for pumping equipment. All users should acquaint themselves with this information prior to working with the products and follow the precautionary statements. SDSs can be obtained by contacting your local GCP representative or office, by calling GCP toll free at 1-866-333-3SBM (3726) and in some cases from our web site at gcpat.com

General Information

SAFETRACK™ RMP 100 is part of a wide range of specialist highway maintenance, waterproofing, surfacing and repair materials manufactured and supplied by GCP Applied Technologies. If you require any further information on this or any other of our products, please contact us or visit our website gcpat.com

GCP's SAFETRACK™ 200 Pump Applicator

ISO 9001 BUREAU VERITAS Certification ISO 14001 BUREAU VERITAS Certification

gcpat.com | Customer Service: 1-866-333-3726

We hope the information here will be helpful. It is based on data and knowledge considered to be true and accurate, and is offered for consideration, investigation and verification by the user, but we do not warrant the results to be obtained. Please read all statements, recommendations, and suggestions in conjunction with our conditions of sale, which apply to all goods supplied by us. No statement, recommendation, or suggestion is intended for any use that would infringe any patent, copyright, or other third party right.

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In Canada, GCP 294 Clements Road, West, Ajax, Ontario, Canada L1S 3C6.

GCP0083 STL-001-0618

gcp applied technologies

Sifi Networks

SAFETRACK RMP 100 SPECIFICATION SHEETS

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STD DWG

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V

gcp applied technologies

SAFETY DATA SHEET
Safetrack MTI
According to EC Regulation No 1272/2008 (CLP)

1. Identification

Product identifier

Product name Safetrack MTI

Recommended use of the chemical and restrictions on use

Application Construction Chemicals

Uses advised against This product must not be handled in a confined space without adequate ventilation.

Details of the supplier of the safety data sheet

Supplier

GCP Applied Technologies
152 Rockwell Road
Building A
Newington, CT
06111
USA
860-666-5008
860-666-5106
northamerica.stirlinglloyd@gcpat.com

Emergency telephone number

Emergency telephone For Chemical Emergency (Spill, Leak, Fire, Exposure or Accident) - Call CHEMTREC (Day/Night) on:- Within USA & Canada : 1-800-424-9300 Outside USA & Canada : +1 703-527-3887

2. Hazard(s) identification

Classification of the substance or mixture

Physical hazards Flam. Liq. 3 - H226

Health hazards Skin Irrit. 2 - H315 Skin Sens. 1 - H317

Environmental hazards Not Classified

Physicochemical The product is flammable. Heating may generate flammable vapors.

Label elements

Pictogram

Signal word Warning

Hazard statements H226 Flammable liquid and vapor.
H315 Causes skin irritation.
H317 May cause an allergic skin reaction.

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Safetrack MTI

Precautionary statements
P210 Keep away from heat, sparks, open flames and hot surfaces. No smoking.
P261 Avoid breathing vapor/ spray.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
P332+P313 If skin irritation occurs: Get medical advice/ attention.
P370+P378 In case of fire: Use foam, carbon dioxide, dry powder or water fog to extinguish.
P403+P235 Store in a well-ventilated place. Keep cool.
P501 Dispose of contents/ container in accordance with national regulations.

Contains
MIXTURE OF ALKYL ESTERS OF 2-ALKYL 2-PROPENOIC ACID, BUTYL METHACRYLATE -norm

Other hazards

This product does not contain any substances classified as PBT or vPvB.

3. Composition/information on ingredients

Mixtures

METHYL METHACRYLATE 5-10%
CAS number: 80-62-6

Classification
Flam. Liq. 2 - H225
Skin Irrit. 2 - H315
Skin Sens. 1 - H317
STOT SE 3 - H335

MIXTURE OF ALKYL ESTERS OF 2-ALKYL 2-PROPENOIC ACID 1-5%
CAS number: 103-11-7

Classification
Skin Irrit. 2 - H315
Skin Sens. 1 - H317
STOT SE 3 - H335

BUTYL METHACRYLATE -norm 1-5%
CAS number: 97-88-1

Classification
Flam. Liq. 3 - H226
Skin Irrit. 2 - H315
Eye Irrit. 2 - H319
Skin Sens. 1 - H317
STOT SE 3 - H335

The full text for all hazard statements is displayed in Section 16.

4. First-aid measures

Description of first aid measures

Inhalation
Remove affected person from source of contamination. Keep the affected person warm and at rest. Get prompt medical attention.

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Safetrack MTI

Ingestion	Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Rinse mouth thoroughly with water. Give a few small glasses of water or milk to drink. Never give anything by mouth to an unconscious person. Get medical attention immediately.
Skin Contact	Remove affected person from source of contamination. Remove contaminated clothing. Rinse immediately with plenty of water. Get medical attention promptly if symptoms occur after washing.
Eye contact	Remove any contact lenses and open eyelids wide apart. Continue to rinse for at least 15 minutes and get medical attention.

Most important symptoms and effects, both acute and delayed

Inhalation	Vapors in high concentrations are anesthetic. Symptoms following overexposure may include the following: Headache. Fatigue. Dizziness. Central nervous system depression.
Ingestion	May cause nausea, headache, dizziness and intoxication.
Skin contact	Prolonged or repeated contact with skin may cause irritation, redness and dermatitis. The product contains a sensitizing substance. May cause sensitization or allergic reactions in sensitive individuals.
Eye contact	Irritation of eyes and mucous membranes.

Indication of immediate medical attention and special treatment needed

Notes for the doctor	No specific recommendations. It is important to remove the substance from the skin immediately.

5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media	Extinguish with the following media: Foam. Dry chemicals, sand, dolomite etc. Water spray, fog or mist.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.

Special hazards arising from the substance or mixture

Specific hazards	The product is flammable. Heating may generate flammable vapors. Closed containers can burst violently when heated, due to excess pressure build-up.
Hazardous combustion products	Fire or high temperatures create: Toxic gases/vapors/fumes of: Carbon monoxide (CO). Carbon dioxide (CO2). Nitrous gases (NOx).

Advice for firefighters

Protective actions during firefighting	Cool containers exposed to flames with water until well after the fire is out.
Special protective equipment for firefighters	Wear positive-pressure self-contained breathing apparatus (SCBA) and appropriate protective clothing.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions	Eliminate all sources of ignition. No smoking, sparks, flames or other sources of ignition near spillage. Provide adequate ventilation. Wear suitable protective equipment, including gloves, goggles/face shield, respirator, boots, clothing or apron, as appropriate.

Environmental precautions

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Safetrack MTI

Environmental precautions Avoid discharge to the aquatic environment.

Methods and material for containment and cleaning up

Methods for cleaning up Stop leak if possible without risk. DO NOT touch spilled material! Absorb spillage with non-combustible, absorbent material. Collect and place in suitable waste disposal containers and seal securely. Label the containers containing waste and contaminated materials and remove from the area as soon as possible. If involved in a fire, shut off flow if it can be done without risk.

Reference to other sections For personal protection, see Section 8. See Section 11 for additional information on health hazards. For waste disposal, see section 13.

7. Handling and storage

Precautions for safe handling

Usage precautions During curing, the product will release small quantities of irritating vapors. Keep away from heat, sparks and open flame. Avoid inhalation of vapors/spray and contact with skin and eyes. Provide adequate ventilation. Do not use in confined spaces without adequate ventilation and/or respirator. Persons susceptible to allergic reactions should not handle this product.

Conditions for safe storage, including any incompatibilities

Storage precautions Store in tightly-closed, original container in a dry, cool and well-ventilated place. Keep away from heat, sparks and open flame. Protect from light. Take precautionary measures against static discharges.

Storage class Flammable liquid storage.

Specific end uses(s)

Specific end use(s) The identified uses for this product are detailed in Section 1.

8. Exposure Controls/personal protection

Control parameters

Occupational exposure limits

METHYL METHACRYLATE

Long-term exposure limit (8-hour TWA): ACGIH 50 ppm
Short-term exposure limit (15-minute): ACGIH 100 ppm
ACGIH = American Conference of Governmental Industrial Hygienists.

Exposure controls

Protective equipment

Eye/face protection The following protection should be worn: Chemical splash goggles.

Hand protection Wear protective gloves made of the following material: Rubber (natural, latex). Neoprene. Polyvinyl chloride (PVC). The most suitable glove should be chosen in consultation with the glove supplier/manufacturer, who can provide information about the breakthrough time of the glove material.

Hygiene measures Promptly remove any clothing that becomes contaminated. Wash promptly if skin becomes contaminated. Wash at the end of each work shift and before eating, smoking and using the toilet. When using do not eat, drink or smoke.

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Respiratory protection	No specific recommendations. Respiratory protection must be used if the airborne contamination exceeds the recommended occupational exposure limit.

9. Physical and Chemical Properties

Information on basic physical and chemical properties

Appearance	Viscous liquid. Opaque liquid. Suspension.
Color	Colour as described by Product Name.
Odor	Characteristic.
Initial boiling point and range	~ 100°C @°C @ 760 mm Hg
Flash point	~ 25-27°C Closed cup.
Upper/lower flammability or explosive limits	Lower flammable/explosive limit: 2.0% Upper flammable/explosive limit: 13.0%
Solubility(ies)	Insoluble in water. Insoluble in organic solvents.
Auto-ignition temperature	~ 430°C

10. Stability and reactivity

Reactivity	Polymerisable material. Reactions with the following materials may generate heat: Acids. Alkalis. Amines. Organic peroxides/hydroperoxides. Strong oxidizing agents. Strong reducing agents.
Stability	Stable at normal ambient temperatures and when used as recommended.
Possibility of hazardous reactions	Polymerizes easily with evolution of heat.
Conditions to avoid	Avoid heat, flames and other sources of ignition. Protect from light.
Materials to avoid	Avoid contact with oxidizers, acids, aluminium, zinc, amines, peroxides, aluminium- and iron-chlorides.
Hazardous decomposition products	Oxides of carbon. Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on toxicological effects

Acute toxicity - oral

ATE oral (mg/kg) 9,345.06

Acute toxicity - dermal

ATE dermal (mg/kg) 130,434.78

Acute toxicity - inhalation

ATE inhalation (vapours mg/l) 608.7

Inhalation	Gas or vapor in high concentrations may irritate the respiratory system.
Ingestion	May cause discomfort if swallowed. May cause stomach pain or vomiting. Headache. Diarrhea.

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Skin Contact	Liquid may irritate skin. May cause sensitisation by skin contact.
Eye contact	May cause eye irritation. Vapor or spray in the eyes may cause irritation and smarting.

12. Ecological Information

Toxicity	The product components are not classified as environmentally hazardous. However, large or frequent spills may have hazardous effects on the environment.

Persistence and degradability

Persistence and degradability	The product is not readily biodegradable.

Bioaccumulative potential

Bio-Accumulative Potential	The product does not contain any substances expected to be bioaccumulating.

Mobility in soil

Mobility	The product hardens to a solid, immobile substance.

Other adverse effects

Other adverse effects	None known.

13. Disposal considerations

Waste treatment methods

Disposal methods	Cured product can be peeled from the inside of the bucket, if required, to leave a clean, re-usable container. Empty containers should be disposed of in accordance with Local Authority guidelines. Cured product can be disposed of as industrial waste. Unused resin and powder catalyst must be treated as hazardous waste.

14. Transport information

UN Number

UN No. (TDG)	1866
UN No. (IMDG)	1866
UN No. (ICAO)	1866
UN No. (DOT)	1866

UN proper shipping name

Proper shipping name (TDG)	RESIN SOLUTION
Proper shipping name (IMDG)	RESIN SOLUTION
Proper shipping name (ICAO)	RESIN SOLUTION
Proper shipping name (DOT)	RESIN SOLUTION

Transport hazard class(es)

TDG class	3
TDG label(s)	3
IMDG Class	3
ICAO class/division	3

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Safetrack MTI

Transport labels

Packing group

TDG Packing Group	III
IMDG packing group	III
ICAO packing group	III
DOT packing group	III

Environmental hazards

Environmentally Hazardous Substance
No.

Special precautions for user

EmS	F-E, S-E
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.

15. Regulatory information

Major Accident Hazard Legislation

16. Other information

General information	This SAFETY DATA SHEET refers to all colours/variants of this product. This product is intended for use for the application set out in the technical data sheet only. The Risk Phrases shown below relate to the individual components in Section 3 and NOT to the Product. The Risk Phrases for the Product are shown in Section 2. .
Revision comments	Change from previous version : Revised to Comply with Regulation (EC) No.1907/2006 Annex II
Revision date	8/22/2018
Hazard statements in full	H225 Highly flammable liquid and vapor. H226 Flammable liquid and vapor. H315 Causes skin irritation. H317 May cause an allergic skin reaction. H319 Causes serious eye irritation. H335 May cause respiratory irritation.

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty, guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

Sifi Networks

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Exhibit B

SiFi Smart City Managed Service Demand Point Rates

Number of Fiber Demand Points Requested During Construction up to Substantial Completion	Demand Point MRC, Per Location Purchased Within 10 years (120 months) of Agreement Effective Date	Demand Point MRC, Per Location Purchased After 10 years (121 months) of Agreement Effective Date	Construction Drop cost
1-500	$60 MRC	$75 MRC	At Cost
501-1000	$50 MRC	$65 MRC	At Cost
1001-2000	$40 MRC	$55 MRC	At Cost
2001+	$30 MRC	$45 MRC	At Cost

- MRC: means the additional monthly recurring charge payable by City for each Demand Point that the City requests
- Demand Point: means a singular location or object within the City which the City has designated to receive a fiber connection (Drop) under this Agreement.

Community NETWORKS

Discover how communities are investing in their own Internet infrastructure to promote economic prosperity and improve quality of life.

A project of the ILSR INSTITUTE FOR Local Self-Reliance

LET'S BROADBAND TOGETHER

Do you pay for Internet access?

(https://broadbandtogether.org)

ILSR is working with Consumer Reports to study broadband prices across the nation. All you need is a copy of your Internet access bill and a few minutes to answer some questions.

Please help us build a database of broadband prices and information by participating at (https://broadbandtogether.org)BroadbandTogether.org (https://broadbandtogether.org)!

SiFi Network's First FiberCity Goes Live in Fullerton, CA

Thu, September 17, 2020 | Posted by Ry Marcattilio-McCracken (https://muninetworks.org/users/ry-marcattilio-mccracken)

In the city of Fullerton, California (pop. 140,000), privately owned

infrastructure builder and operator SiFi Networks (https://sifinetworks.com/corporate/) has turned on the first section of what will be a city-wide, open access Fiber-to-the-Home network. The project makes Fullerton SiFi's first FiberCity — a privately built, financed, and operated open access network it plans to duplicate in more cities across the country in the future. When complete next fall, the Fullerton FiberCity network will pass every home and business in the city, with the company's subsidiary, SiFi Networks Operations, selling wholesaling capacity to as many Internet Service Providers (ISPs) as want to enter the market.

A Different Approach

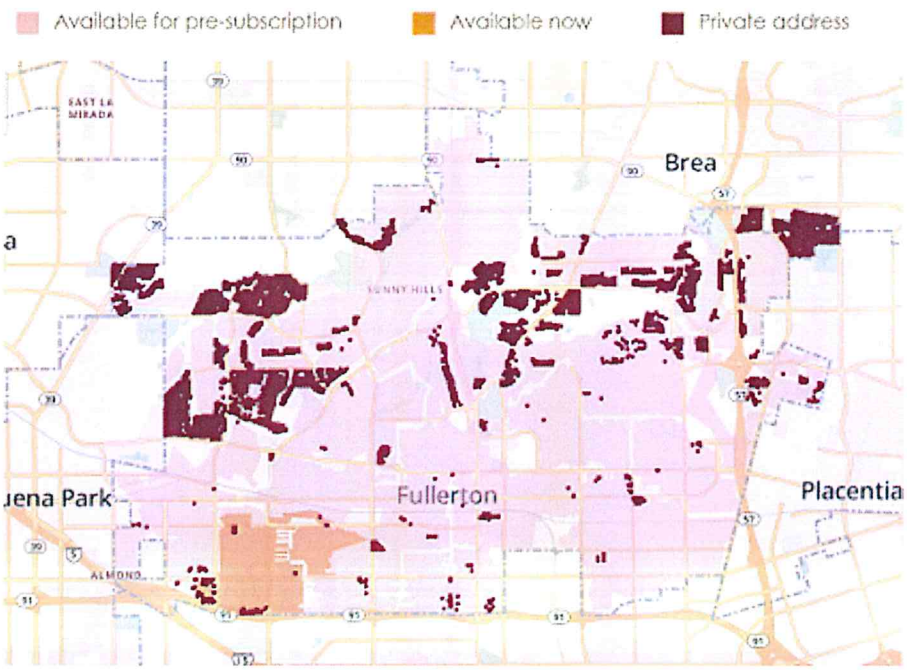
SiFi's FiberCity model remains somewhat unique in the United States, and is much more common in Europe and Asia. CEO Ben Bawtree-Johnson attributes their success to cracking the economic code for private investment in open access information infrastructure, which has seen more attention (https://muninetworks.org/content/open-access-networks-increasingly-attract-private-investment) in recent years as investors and fund managers have seen opportunities. "[O]ur vision really is to create as many last-mile fiber optic networks as we can across the USA in a long term sustainable fashion," Bawtree-Jobson remarked (https://muninetworks.org/content/sifi-speaks-fullerton-open-access-project-community-broadband-bits-podcast-360) on an episode of the podcast last fall. "[W]e're all about long term, dry, low yielding, risk mitigated investments, so everything we do is based around 30-year plus type investments."

Fullerton, according to SiFi, was an ideal candidate for its first FiberCity because it applied to be one of the original candidates (though not chosen) for a Google's fiber program, begun in 2010. The company sees it as sitting in the Goldilocks' zone in terms of size and population. Construction started

last November, and currently consists of around 600 miles of fiber all underground via microtrenching (https://www.thefoa.org/tech/ref/install/Microtrenching/index.html). Nokia serves as the main equipment partner on the project.

Turning on the Lights

The first residential customers were hooked up (https://www.bbcmag.com/breaking-news/fullerton-fibercity-network-goes-live-with-sifi-networks?mc_cid=29e9cc819b&mc_eid=06a1d0ad70) in June, with an anticipated completion date in the fall of 2021. SiFi Fullerton provides gigabit-capable services for ISPs to offer residential and commercial triple-play service, but also the infrastructure for smart city deployments and to connect government buildings with other community anchor institutions. Because it's a privately financed and run project, we also don't know how many people are connected to it or its current take rate in the launch area.



Ting and GigabitNow serve as ISPs in Fullerton currently (though more could join them), with GigabitNow offering residents symmetrical 250 Megabit per second (Mbps) and gigabit tiers for $60/month and $79/month, respectively. Wi-Fi 6 routers cost an extra $11/month to rent. Ting prices are the same, sans the router.

An obvious advantage of open access networks (https://muninetworks.org/content/open-access) like these is that customers can switch on the fly with no hardware changes. The service provider handles everything on their end. By removing barriers to switching,

the effect is to promote competition, lowering prices and increasing speeds and services. But there are also other innovation benefits when infrastructure and service are separated.

Another advantage with ubiquitous builds is that they solve one of the two problems which have created the digital divide in America — by hitting every home in the city. Everyone in Fullerton will eventually have fiber access, unlike in other places where huge ISPs like AT&T have cherry-picked the neighborhoods (https://muninetworks.org/content/cleveland-residents-file-digital-redlining-complaint-against-att) where they see the most disposable income and profit and directed their investments accordingly. SiFi holds digital equity and inclusion efforts at the core of its mission, which contribute to its commitment to builds which serve every single premises in project cities. Subscription price serves as the second major barrier to most families, and even though SiFi's restricts its business to building and operating the infrastructure, according to Bawtree-Jobson the company is working with ISPs in Fullerton and in future FiberCity locations to deploy a subsidized tier for low-income residents.

Lessons Learned

There were certainly growing pains in getting the project going, Bawtree-Jobson related in an interview, citing the importance of working with the city to conform to local permitting requirements and making sure city expectations are also in line with projects like this among all stakeholders.

Fullerton has not seen much of an incumbent response yet, according to the company, which it attributes to city being a relatively small market in a large metro territory. AT&T also operates (https://www.att.com/local/fiber/california/fullerton) fiber in the area, offering gigabit download and upload speeds for $50/month for one year, which then increases (at current prices) to $60/month.

SiFi sees more of these type of projects in the next couple of years, especially as private capital markets wake up to opportunities for investment. With all of the broadband projects funded (https://muninetworks.org/tags/tags/funding) by the CARES Act we've been seeing, the additional ones which will be set off by Federal Communication Commission's upcoming Rural Digital Opportunity Fund auction this fall, and privately financed ones like SiFi's, those communities looking to move the

needle on broadband projects which have already began to get their ducks in a row will be better positioned as the labor market (https://www.bls.gov/opub/btn/volume-7/the-employment-outlook-for-occupations-tasked-with-building-americas-infrastructure.htm) for skilled information infrastructure workers struggles to meet upcoming demand.

A handful of additional cities are on tap (https://sifinetworks.com/residential/cities/) for SiFi, including four more in California as well as East Hartford, Connecticut; Salem, Massachusetts; and Saratoga Springs, New York.

Hear more from Ben Bawtree-Jobson on the private financing model in this year's Broadband Communities Summit (https://www.bbcmag.com/events/summit-2020/2020-agenda-at-a-glance) next week, where he'll talk about infrastructure investment funds from 1:40 p.m.-2:50 p.m. on Tuesday, Septemeber 22. This, conveniently enough, will provide you time to first watch Christopher Mitchell moderate a panel on last-mile infrastructure from 11:20 a.m.-1:20 p.m.

Listen to the history of SiFi Networks and their approach on Episode 360 (https://muninetworks.org/content/sifi-speaks-fullerton-open-access-project-community-broadband-bits-podcast-360) of the Community Broadband Bits Podcast, below.

Featured image by Wikimedia Commons user Geographer, used under a Creative Commons CCY by 2.5Dedication.

Correction: An earlier version of this story said that AT&T fiber connections had a 1TB monthly data cap. The company removed this cap earlier this year.

Tags:

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of Vacant Building with Parkland Environmental Group, Inc. for 1408 N Monroe

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Exhibit A - Bid Summary	Exhibit

COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 21-28

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: August 16, 2021

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Parkland Environmental Group, Inc. for 1408 N Monroe

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolutions authorizing execution of an agreement for demolition of said dwelling.

BACKGROUND: The building at 1408 N. Monroe was put out to bid, along with ten other properties. This property was the only demolition bid that crossed the threshold for council approval. The other ten properties are: 747 E. Whitmer, Hutchins Excavating, $16,110; 974 S Belmont, JRH Services, Inc., $11,726; 345 E. Cantrell, JRH Services, Inc., $14,635; 1644 E. Clay, JRH Services, Inc., $8,250; 168 S. Hilton, Hutchins Excavating, $16,000; 969 W. King, JRH Services, Inc., $11,250; 1444 E. Prairie, JRH Services, Inc., $13,680; 232 N. 16th, Clancy Coleman Excavating, $14,860; 1042 N. Union, Hutchins Excavating, $13,600; and 1736 E. William, JRH Services, Inc., $18,425.

POTENTIAL OBJECTIONS: No known objections to this resolution.

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

BUDGET/TIME IMPLICATIONS: Community Development Block Grant (CDBG) funds

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PARKLAND ENVIRONMENTAL GROUP, INC. FOR THE DEMOLITION OF VACANT BUILDING AT 1408 N. MONROE

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 building at 1408 N. Monroe, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental Group, Inc. in the amount of $37,439 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 Parkland Environmental Group, Inc. for their total bid price of $37,439.

PRESENTED and ADOPTED this 16th day of August 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property 1408 N Monroe Bid Date: 8/5/2021 Time: 9:00 a.m.				Parkland Environmental Group Springfield, IL		Hutchins Excavating Decatur, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	1408 N Monroe						
	Demolition of Property	1			$17,439.00		$48,000.00
	Asbestos Cost	1			$16,500.00		$16,500.00
	Plumbing Cost	1			$3,500.00		$10,000.00
TOTAL					$37,439.00		$74,500.00

No Bid: Clancy Coleman Excavating
Dary Burnett Concrete Contractor
JL Sullivan/Banks Excavating
JRH Services Inc
Lourash & Mahannah Excavation LLC
Schwarze Farms

Fire Department

DATE:

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT:
Resolution Authorizing City of Decatur to Enter into Purchase Agreement for Purchase of Two (2) Pierce Fire Apparatus and Agreement for Debt Financing of Apparatus.

SUMMARY RECOMMENDATION: It is recommended that the resolution be approved. These acquisitions, which will likely not impact the city budget until FY 2023, are included in the 5-year fire apparatus plan reviewed previously by the City Council.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Resolution Letter
Proposal for One Pierce Enforcer Triple Combination Engine	Backup Material
Proposal for One Pierce Enforcer 61 ft. Skyboom Quint	Backup Material

DECATUR FIRE DEPARTMENT
MEMORANDUM
2021-09

Date: August 16, 2021

To: Honorable Mayor Julie Moore Wolfe
City Council Members

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

RE: Acquisition of (2) Pierce Enforcer Fire Apparatus

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached resolution granting consent for the acquisition of (2) Pierce Enforcer Pumper fire apparatus replacing (2) 2001 Pierce fire apparatus at an acquisition cost not to exceed $1,400,000.00.

BACKGROUND:

The City Fire Department acquired the fire apparatus to be replaced in 2001. This apparatus are twenty years old and have had numerous mechanical issues. One of the pumpers was recently out of service for six months with mechanical problems. Parts for both apparatus are difficult to acquire due to their age.

With this replacement action, the fire department will operate with a fleet consisting of six (6) frontline pumpers and two (2) frontline ladder trucks. One of the new pumpers will have an elevated waterway that will expand the department's capability at larger fires or when there are multiple fires at the same time.

The 2001 apparatus are the oldest vehicles in the fleet and upon replacement will be sold through the normal City vehicle disposal process.

The apparatus to be acquired are manufactured by Pierce Manufacturing of Appleton, Wisconsin. The apparatus are Pierce Enforcers. Both have 500 gallon water tanks and 2000 gallon per minute pumps. One of the vehicles will have a 61 foot elevated waterway.

The apparatus will be purchased through MacQueen Emergency using a fire apparatus consortium buying group, the HGACBuy Group, which is a Texas based buying group out of the Houston/Galveston Area. The City has elected to utilize this consortium buying group at the recommendation of the manufacturer. The City previously acquired fire apparatus through the HGACBuy group. Apparatus acquisition through the HGACBuy Group is similar to acquisition through a state bid process.

The utilization of the HGACBuy Group allows the City to acquire the apparatus at consortium buying pricing and does not negatively impact the City in any pricing matter. This is the most affordable mechanism for acquisition of the apparatus.

Financing will be shopped to local banks as the first priority, and second to other financing institutions should local financing not be a desirable option.

With this resolution presented to Council for approval, Council will grant the City authority to secure debt financing of a not to exceed amount of $1,400,000.00 with an annual interest financing rate of not to exceed 4.0%, with City ability to select a debt repayment term not to exceed 8 years. Such repayment term will be selected from the most favorable terms quoted by the financing institutions.

POTENTIAL OBJECTION: None

STAFF REFERENCE: Jeff Abbott, Fire Chief, 424-2811. Jim Ohl, Deputy Fire Chief, 424-2811. Chief Abbott will be at the council meeting to answer any questions the Council may have about this purchase.

BUDGET/TIME IMPLICATIONS: The Apparatus will be delivered and operational in the second or third quarter of 2022 with the first financing payment due in Q1 2023.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY OF DECATUR TO ENTER INTO PURCHASE AGREEMENT FOR PURCHASE OF TWO (2) FIRE APPARATUS AND AGREEMENT FOR DEBT FINANCING OF APPARATUS

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

Section 1. That the City of Decatur be authorized, through the Houston/Galveston Area Council (H-GAC), to purchase two (2) Pierce Fire Apparatus, from MacQueen Emergency, St. Paul, Minnesota, replacing two (2) Pierce 2001 pumpers, at a net acquisition price not to exceed $1,400,000.00.

Section 2. That the bid price of the apparatus be accepted and a purchase order be awarded accordingly.

Section 3. That the City of Decatur is authorized to enter into a debt financing arrangement for the acquisition of the new apparatus with a not to exceed principal amount of $1,400,000.00, at a not to exceed interest rate of 4.00%, for a financing term not to exceed eight (8) years.

Section 4. That the City Council hereby authorizes the City Manager the authority to enter into the contract to acquire the fire apparatus from MacQueen Emergency, St. Paul, Minnesota and to enter into the debt financing arrangement at the not to exceed levels as defined above.

PRESENTED and ADOPTED this 16th day of August 2021.

_____
Julie Moore Wolfe, MAYOR

ATTEST:

_____
CITY CLERK

EM-102

July 30, 2021

City of Decatur
Attn: City Council
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Subject: **Proposal for one (1) Pierce® Enforcer™ Triple Combination Engine**
Proposal / Bid #1185 / HGACBuy Purchase

Dear Members of the City Council:

With regard to the above subject, please find attached our completed proposal.

Pricing Summary is as follows, including 100% prepay option.

Pricing Summary:

Apparatus Sale Price	**$584,900.00**
100% Prepay Discount*	**($16,653.00)**
Final Sale Price	**$568,247.00**

100% Performance Bond:

Should the City of Decatur elect to have us provide a Performance Bond, $1,434.00 will need to be added to the above price.

100% Prepayment Option:

Should the City of Decatur elect to make a 100% prepayment by August 31, 2021 and the order is entered no later than August 31, 2021, a discount of ($16,653.00) can be subtracted from the above "Apparatus Sale Price" resulting in a revised contract price of **$568,247.00 OR $569,681.00** with a Performance Bond.

Terms and Conditions:

Taxes –	Not Applicable
Freight –	F.O.B. – Appleton, WI / shipping to Decatur, IL
Terms –	100% net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). *100% net due with contract per above terms for **prepay discount** to be applicable.
Delivery –	12 to 15 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid until August 31, 2021.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions, comments, or require additional information, please do not hesitate to contact me at 217-306-8427 or mike.yurgec@macqueengroup.com.

We wish to thank the City of Decatur for the opportunity to submit our proposal.

Respectfully,

Mike Yurgec
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

Clarifications & Exceptions:

We offer the following clarifications to our proposal:

1. **Inspection trips are included** with this proposal as follows:

   a. A preconstruction meeting at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal.

   b. A final delivery inspection at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal.

   c. In addition to the inspection trips, weekly photos of your apparatus in production will be sent to the committee for their review.

2. Pierce® designs, engineers, and manufactures the complete apparatus in its facilities in Appleton, Wisconsin and Bradenton, Florida. Pierce® is responsible to ensure all components of the cab, chassis, body, tank, and pumping system integrate flawlessly at every level of the fire apparatus manufacturing process. Unlike some other manufacturers who "out-source" their chassis or cabs, Pierce® provides a **single point of responsibility for warranty and liability**.

3. **Service after the sale** is a prime consideration for evaluating a proposal. Your apparatus will be serviced by our authorized Pierce® warranty and service center in Washington, Illinois and Eureka, Missouri. Service at your location is accomplished by one of our several road service units with EVT certified mechanics. As the largest dealer in the Midwest, supplies are available through our parts centers or one of our other maintenance facilities where we maintain over $5,000,000 of parts in stock and ready for prompt dispatch.

4. Many other options and features are available. We stand ready to offer pricing and more information on any option or feature.

5. Purchase Orders and Prepayment Checks must be made out to:

   MacQueen Emergency
   1125 7th Street East
   St. Paul, Minnesota 55106
   Phone (651) 645-5726

Proposal Option List

8/10/2021

Customer:	Decatur FD	**Bid Number:**	1185
Representative	Yurgec, Mike	**Job Number:**	
Organization:	MacQueen Emergency Group	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	07/30/2021
Description:	Decatur FD - 2021 Pumper	**Stock Number:**	
Body:	Pumper, Medium, Aluminum, 2nd Gen	**Price Level:**	40 (Current: 40)
Chassis:	Enforcer Chassis	**Lane:**	Lane 1

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - Decatur FD Operating/In conjunction W-Service Center - Operating Miles - 100 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - MacQueen Emergency Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - Job #29147	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0620362		Consortium, HGAC	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0082910		Drawing, Compartment Layout, Standard Pumper Body	1
17	0683883		Electrical Diagrams, 12V As-Built on CD, Custom Chassis Pumper	1
			Diagrams, Hard Copy - Two hard copies	
18	0649754		Enforcer Chassis	1
19	0000110		Wheelbase	1
			Wheelbase - 187.50"	
20	0000070		GVW Rating	1
			GVW rating - 43,500 pounds	
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
23	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
24	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0728303		Axle, Rear, Dana S23-172, 24,000 lb, Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH	1
31	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
34	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0647841		Axle Hub Covers w/center hole, Real Wheels Brand, S/S, Front Axle	1
38	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
39	0057936		Covers, Lug Nut, Chrome	1

Line	Option	Type	Option Description	Qty
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
42	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
43	0010670		ABS Wabco Brake System, Single rear axle	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
45	0581433		Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	1
46	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
47	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
48	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
51	0736437		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, Saber FR/Enforcer	1
52	0001244		High Idle w/Electronic Engine, Custom	1
53	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - d) ISC/ISM/ISL/ISL9/ISX, Hi Lo	
54	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
55	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
56	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
57	0788765		Radiator, Saber FR/Enforcer	1
58	0001090		Cooling Hoses, Rubber	1
59	0545339		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel	1
			Finish, Fuel Tank - Unpainted	
60	0001129		Lines, Fuel	1
61	0582182		DEF Tank, 4.5 Gallon, DS Fill, Rear of Rear Axle, Common Door	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
62	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
63	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
64	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
65	0690880		No Selection Required From This Category	1
66	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
67	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
68	0684459		Transmission Oil Cooler, Modine, External	1
69	0001370		Driveline, Spicer 1710	1
70	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
71	0509229		Steering Wheel, 2 Spoke	1
72	0550144		Logo/Emblem, on Horn Button	1
			Text, Row (1) One - DECATUR	
			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - DEPARTMENT	
73	0606397		Bumper, 19" Extended, Under Slung, Painted, Recessed Xlays/Trays, Saber FR/Enf	1
74	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
75	0002270		Tow Hooks, Chrome	1
76	0639763		Tray, Full Width, 19" Bumper, Under Slung Design, 10"H Bumpr, Tools, AXT/Sab/DCF	1
			Grating, Bumper extension - Grating, Rubber	
77	0627041	SP	Cover, 4" Raised Alum Treadplate, Full Width of Tray	1
78	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
79	0648332		Cab, Enforcer, 7010	1
80	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
81	0633594		Rear Wall, Interior, Adjustable Seating	1
82	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
83	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
84	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
85	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	

Line	Option	Type	Option Description	Qty
86	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
87	0087357		Molding, Chrome on Side of Cab	1
88	0521669		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
89	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
90	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
91	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
92	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
93	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
94	0634786		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
95	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
96	0557023		Handrail, 10", Below Cab Windshield, Pair	1
97	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
98	0012090		Not Required, Windows, Front/Side of raised roof	1
99	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
100	0722796		Dash, Poly, Saber FR/Enforcer	1
101	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
102	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Painted	
			Cab Interior Rear Wall Material - Painted Aluminum	
103	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
104	0012101		Floor, Aluminum Treadplate, Cab & Crew Cab, Saber/Enforcer, CARE	1
105	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
106	0002120		Fan, Window Defrost, Driver's Side, One (1)	1
107	0012121		Fan, Window Defrost, Passenger's Side, One (1)	1
108	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
109	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
110	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
111	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
112	0583039		Not Required, Side Roll and Frontal Impact Protection	1
113	0622619		Seating Capacity, 4 Seats	1
114	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
115	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
116	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
117	0632852		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
118	0102783		Not Required, Seat, Rr Facing C/C, Center	1
119	0632848		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
120	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
121	0750410	SP	Cabinet, Forward Facing, Center, 44 W x 50 H x 28 D, Roll, Rocker Switch,SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking	
			Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
122	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
123	0607912	SP	Ramp, Polished S/S, EMS Compt Shelf	3
			Location - all three shelves in the forward facing EMS cabinet	
			Qty, - 03	

Line	Option	Type	Option Description	Qty
124	0619421		Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Saber FR/Enf	1
			Latch, Storage Compt - a) Non Locking	
			Qty, Compt Door - (2)	
			Light, Overhead Compt - Pierce, Horizontal Mounted	
125	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
			Qty, - 04	
126	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
127	0559467		Provision for Future Seats in Seat Belt Monitoring System	1
			Location - Passenger side forward facing	
			Qty, - 1	
			Fill in Blank - option will be provided	
128	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
129	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
130	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
131	0649915		Light, Map, Havis, C-MAP-T-LED, Gooseneck	1
			Location - On the officer's side in the corner of the windshield	
			Qty, - 01	
			12vdc power from - Battery switched	
132	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
133	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
134	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
135	0032602		Speedometer, Class 1 w/LED, Officer Overhead	1
136	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - No Alarm	
137	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
138	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
139	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
140	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - final location to be determined at preconstruction conference	
141	0548004		Wiring, Spare, 15 A 12V DC 1st	3
			Qty, - 03	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - EMS Compt and and one (1) in each EMS compartment in the bottom right hand corner when facing the door. Two (2) over head rear facing and one (1) forward facing.	
142	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location - panel #9, pass side of center instrument panel extension.	
143	0044166		Swivel Mount, Heavy Duty, Fill in Blank Feature	1
			Location - mounted at pickup	
			Qty, - 01	
			Fill in Blank - Mounted at pickup.	
144	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
145	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
146	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
147	0660489		Antenna Mount, Custom Chassis, Fill in Blank Mounting and Cable Locations	1
			Location - cable routed to the ceiling above the drivers right shoulder, intercom position B. Same as previous unit #22243	
			Qty, - 01	

Line	Option	Type	Option Description	Qty
147			Location 1 - cable routed to the ceiling above the drivers right shoulder, intercom position B. Same as previous unit #22243	
148	0755515		Camera, Pierce, Drivers Mux Display, R, RS Cameras	1
			Camera System Audio - Speaker Behind Driver Camera System	
149	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Center Rear	
150	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
151	0624253		Electrical System, Enforcer MUX	1
152	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
153	0008621		Battery System, Single Start, All Custom Chassis	1
154	0002698		Battery Compartment, Saber/Enforcer	1
155	0636138		Charger, Sngl Sys, Kussmaul, 091-216-20/20	1
156	0662220		Location, Charger, Cab Behind Driver Seat, Dash CF/Saber FR/Enf	1
157	0530960		Not Required, Remote Battery Charger Indicator	1
158	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01 Color, Kussmaul Cover - b) red	
			Shoreline Connection - 120V outlet in EMS cabinet and battery charger	
159	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
160	0647729		Alternator, 320 amp, Delco Remy 40SI	1
161	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
162	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
163	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	1
			Color, Lens, LED's - c)clear	
164	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
165	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	
166	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
167	0647929		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED,AXT/EnfMUX/DCF	1
168	0049879		Lights, Tail, Code 3 65STA LED Directional & 65STR LED Stop/Tail	1
			Flange Kit, 2pr - w/o with out a flange	
169	0050476		Lights, Backup, Code 3, 65RV LED	1
			Flange Kit - w/o) with out flange	
170	0664481		Bracket, License Plate & Light, P25 LED	1
171	0063426		Bezels, Code 3, (2) 65STK3, For Mtg (3) Code 3 65 LED	1
172	0589905		Alarm, Back-up Warning, PRECO 1040	1
173	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
174	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
175	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
176	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
177	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
178	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	
179	0768062		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 2nd	1
			Location - OFFICER'S side above the crew cab window Qty, - 01 Color, Wln Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
180	0768064		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 1st	1
			Location - DRIVER'S side above the crew cab window Qty, - 01 Color, Wln Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	

Line	Option	Type	Option Description	Qty
181	0773172		Lights, Wln, P*H2* Pioneer, 12 VDC, 2nd	1
			Location - front corner of the right side of the pump compartment Qty, - 01 Color, Wln Lt Housing - White Paint Control, Scene Lts - Pump Panel Sw DS, Cab Sw Panel PS and Pump Panel Sw PS Scene Light Optics - combination Mount, Wln II - Pull Up Sd Mnt 20" & Sensor	
182	0773179		Lights, Wln, P*H2* Pioneer, 12 VDC, 1st	1
			Location - front corner of the left side of the pump compartment Qty, - 01 Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw DS Scene Light Optics - combination Mount, Wln II - Pull Up Sd Mnt 20" & Sensor	
183	0672327		Lights, Deck, Wln (2) MPBW Micro Pioneer LED Rear Flood Lights	1
			Switch, Scene Lt Cntrl - h)switch at rear	
184	0645675		Lights, Not Required, Hose Bed, Alt. Pole Lights On Back Of Cab/In Pump House	1
185	0795854		Lights, Walk Surf, 3-P25 LED, Cargo Area, Overall Height Restrictions	1
186	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
187	0554271		Body Skirt Height, 20"	1
188	0028244		Tank, Water, 500 Gallon, Poly, Med	1
189	0003405		Overflow, 4.00" Water Tank, Poly	1
190	0028107		Not Required, Foam Cell Modification	1
191	0010011		Fill Dome Special Location	1
			Location, Tank Dome - as required for the center hosebed compartments same as previous unit #22243	
192	0038235	SP	Modified Poly Tank for Special Height Pike Pole Compartment, One (1) Side	1
193	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
194	0003429		Not Required, Direct Tank Fill	1
195	0003424		Not Required, Dump Valve	1
196	0048710		Not Required, Jet Assist	1
197	0030007		Not Required, Dump Valve Chute	1
198	0514778		Not Required, Switch, Tank Dump Master	1
199	0126633		Hose Bed, Aluminum, Pumper	1
200	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 750 ft of 5" LDH | 200 ft of 1 3/4" DJ | 200 ft of 1 3/4" DJ | 200 ft of 1 3/4" DJ | 200 ft of 2 1/2" DJ | 500 ft of 2 1/2"	
201	0083488		Divider, Hose Bed, .25" Unpainted	3
			Qty, Hosebed Dividers - 3	
202	0546272	SP	Extension, Hosebed, Above Ladder Compt.	1
203	0080233		Divider, Hose Bed, .25" Sheet, Unpainted	1
			Location - Shortened and lowered ! Divider between hosebed #2 and #3 17" Tall and 96" Long to match previous unit #22243 Qty, - 1	
204	0557363	SP	Shelf, Front of Hosebed, w/Grating & Partition, Decatur	1
			Location - same as previous unit #22243	
205	0600757	SP	Cover, Foam Can Storage, Vinyl, Velcro	1
			Color, Vinyl Cover - c) black	
206	0014473		Flap, Access to Fill Dome(s) Through Vinyl Hose Bed Cover	1
			Qty, - 01	
207	0013512		Running Boards, 12.75" Deep	1
208	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
209	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
210	0003531		Tow Bar, Under Tailboard	1
211	0590926		Hose Restraint, Running Board, Velcro Straps	2
			Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2	
212	0014112		Tray, Hose, Running Board, Special Capacity, Predefined	2
			Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2 Capacity, Hose Tray (Predefined) - 20' of 5"	
213	0003561		Construction, Compt, Alum, Pumper	1

Line	Option	Type	Option Description	Qty
214	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
215	0063658		RS 152" Rollup, Full Height Front & Rear, FDLER	1
216	0594005		Doors, Rollup, Amdor, Side Compartments	6
			Qty, Door Accessory - 06 Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Non-Locking Liftbar	
217	0009267		Compt, Flush Rear, Rollup, 37.75" FF, 41.88" D	1
218	0594003		Door, Amdor, Rollup, Rear Compartment	1
			Color, Roll-up Door - AMDOR Satin Aluminum Latch, Roll-up Door - Non-Locking Liftbar	
219	0554995		No Body Modification Required	1
220	0659353		Lights, Compt, Amdor AY-9220 LED, Dual Lt Strip	7
			Qty, - 07	
221	0625358		Access Door, Cargo Compt, RS, Vert Hinged	1
			Door, Material & Finish, Storage - Aluminum Treadplate Latch, Door, Storage - Lift and Turn Latch Hinge Location - Forward	
222	0055681		Access Door, Cargo Compt, LS, Alum 4-way, Vert Hinged	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
223	0687146		Shelf Tracks, Painted	6
			Qty, Shelf Track - 06 Location, Shelf Track - LS1, LS2, LS3, RS1, RS2 and RS3	
224	0687112		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted	12
			Qty, Shelf - 12 Location, Shelf - (1) in D2 right side of partition, (2) in D3 (1) upper and (1) lower, (2) in P1 both upper, (1) in P2, (4) in P3 (3) upper and (1) lower. Two (2) for D1 one upper one lower, Ship loose these to be half the width as if a center partition were installed.	
225	0726441		Partition, Trans Rear Compt	2
			Qty, Partition - 02 Location, Partition - c) both sides Material Finish, Partition - Painted - Spatter Gray	
226	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
227	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
			Material Finish, Fender Liner - Painted	
228	0519849		Not Required, Hose, Hard Suction	1
229	0626229		Handrails, Side Pump Panels, Per Print	1
230	0004126		Handrails, Beavertail, Standard	1
231	0014136		Handrails, Rear, (2), (1) Above and (1) Below Hose Bed	1
			Reinforcement, Hose Bed Divider - Not Required, Reinforcement	
232	0648325		Compt, Air Bottle, Double, Common Triple Door, Fender Panel	2
			Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd - DEF Combo and Double - LS Rear - Fuel Combo Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - W-Shaped Insert	
233	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
234	0024205		Holder, Air Bottle w/CRS Strap, Body Compt Mt w/Tracks	1
			Qty, Bracket - 01 Location, Bracket/comp. - Compartment D3 upper	
235	0045527		Horizontal Mounting Tracks for Air Bottle Holders	1
			Location, Bracket/comp. - ahead of fixed partition in compartment D2 Qty, - 1 qty, Mounting Studs - 10	
236	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
237	0004230		Ladder, 14' Duo-Safety 775A Roof	1
238	0598395		Ladders/Backboard Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH	1
			Size, Backboard - 16" X 2" X 78"	

Line	Option	Type	Option Description	Qty
238			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
239	0733387		Ladder, 10' Duo-Safety Folding 585A	1
240	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
241	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	
242	0629636	SP	Compt, (4) Pike & (1) Foldg Ladder, Below Tee, LS	1
			Door, Material & Finish, Storage - Polished S/S	
			Latch, Door, Storage - Lift and Turn Latch	
243	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	1
			Coating, Step - black	
			Location, Steps - Full Height Left Side w/LED Light	
244	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - luminescent	
245	0004435		Pump, Waterous, CSU, 2000 GPM, Single Stage	1
246	0004482		Seal, Mechanical, Waterous	1
247	0559769		Trans, Pump, Waterous C20 Series	1
248	0635600		Pumping Mode, Stationary Only	1
249	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
250	0003148		Transmission Lock-up, EVS	1
251	0004547		Auxiliary Cooling System	1
252	0014486		Not Required, Transfer Valve, Stage Pump	1
253	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Left Side Pump Panel	
254	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
255	0072153		Primer, Trident, Air Prime, Air Operated	1
256	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
257	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
258	0089437		Plumbing Without Foam System	1
259	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
260	0699096		Not Required, Cap, Main Pump Inlet, Included w/Storz Adapter	1
261	0014650		Pump Suction Tube(s), Short, All	1
262	0084610		Valves, Akron 8000 series- All	1
263	0004660		Inlet (1), Left Side, 2.50"	1
264	0029147		Not Required, Inlet, Right Side	1
265	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
266	0004700		Control, Inlet, at Valve	1
267	0092569		No Rear Inlet (Large Dia) Requested	1
268	0092696		Not Required, Cap, Rear Inlet	1
269	0064116		No Rear Inlet Actuation Required	1
270	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
271	0092568		No Rear Auxiliary Inlet Requested	1
272	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
273	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
274	0004905		Outlet, Tank Fill, 1.50"	1
275	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
276	0092570		Not Required, Outlets, Left Side Additional	1
277	0004945		Outlet, Right Side, 2.50"	2
			Qty, Discharges - 02	
278	0092571		Not Required, Outlets, Right Side Additional	1
279	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
280	0029137		Not Required, Outlet, Large Diameter	1
281	0092572		Not Required, Outlet, Front	1
282	0092575		Not Required, Outlet, Rear	1
283	0092574		Not Required, Outlet, Rear, Additional	1
284	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
285	0671902		Outlets, (4) Front HB, (3) 1.50" w/2.00" Plumb LS, (1) 2.50" w/ 2.50" Plumb, RS	1

Line	Option	Type	Option Description	Qty
286	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
287	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
288	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
289	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
290	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
291	0045099		Not Required, Elbow, Rear Outlets	1
292	0007308		Not Required, Elbow, Large Diameter Outlet	1
293	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	4
			Qty, Adapter for Outlets - 04 Location, Adapter(s) - All side 2.50" discharges	
294	0771671		Control, Outlets, Swing Handle, Vertical, Side Control, 48.00" Pump House	8
			Location - Two (2) left side panel outlets, one (1) right side panel outlets, booster reel, front bumper outlet, three (3) rear outlets Qty, Discharges - 08	
295	0731882	SP	Outlet, 3.00" Deluge Riser, Large Handwheel	1
296	0029302		No Monitor Requested	1
297	0029304		No Nozzle Req'd	1
298	0005070		Deluge Mount, NPT	1
299	0723726		Speedlay Module Not Required	1
300	0722432		Hose Restraint Not Required, No Speedlay Module	1
301	0723395		Speedlays, Not Required	1
302	0723394		Speedlays, Not Required	1
303	0025140		Not Required, 1.50" Crosslays	1
304	0029196		Not Required, 2.50" Crosslay	1
305	0029260		Not Required, Speedlays	1
306	0500535		Not Required, Hose Restraint, Crosslay	1
307	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
308	0029809		Reel, Booster - Rear Compt.,Roll-up Door, No Roller	1
			Finish, Reel - Painted Gray	
309	0005279		Switch, Reel Rewind - One at Reel	1
310	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
311	0017858		Capacity, Hose Reel 150' of 1"	1
312	0007428		Nozzle for Booster Reel Not Req'd	1
313	0005326		Blowout, Hose Reel - Valve at Panel	1
			Qty, - 1	
314	0044333		Not Required, Foam System	1
315	0012126		Not Required, CAF Compressor	1
316	0552517		Not Required, Refill, Foam Tank	1
317	0042573		Not Required, Foam System Demonstration	1
318	0045465		Not Required, Foam Tanks	1
319	0091110		Not Required, Foam Tank Drain	1
320	0091079		Not Required, Foam Tank #2	1
321	0091112		Not Required, Foam Tank #2 Drain	1
322	0007575		Pump House, Side Control, 48", Control Zone	1
323	0738072		Approval Dwg, Pump Panel(s), Not Required	1
324	0032479		Pump Panel Configuration, Control Zone	1
325	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black Material, Pump Panel, Side Control - Aluminum	
326	0005578		Panel, Pump Access - Right Side Only	1
327	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
328	0559828		Light, Pump Compt, Wln 20C0CDCD LED	1
			Qty, - 01	
329	0586382		Gauges, Engine, Included With Pressure Controller	1
330	0005601		Throttle, Engine, Incl'd w/Press Controller	1
331	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
332	0549333		Indicators, Engine, Included with Pressure Controller	1
333	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
334	0005602		Indicator, Low Fuel w/ Alarm	1
335	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
336	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1

Line	Option	Type	Option Description	Qty
337	0038070		Gauge, 2.50" Pressure, Class 1, 30"-0-400psi	1
338	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver	1
339	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02 Activation, Water Level G - pb) parking brake is applied Location, Water Level Gauge, Multi-Select - Each Side Custom Cab Color, Trim - Chrome Trim	
340	0006774		Not Required, Foam Level Gauge	1
341	0663944		Light Shield/Step 8", LED, P25 LED Stp Lt, Prk Brk Activation	1
342	0643186		Light Shield/Step 8", PS LED, P25 LED Stp Lt Act w/Prk Brk	1
343	0793576		Air Horns, (2) Grover, Stutter Tone, 2040 Rect, Through Underslung Bumper Flange	1
344	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
345	0757092		Control, Air Horn, Multi Select	1
346	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Link Chain, Vinyl Tubing	
347	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Link Chain, Vinyl Tubing	
348	0006133		Siren, Code 3 3692 100W or 200W	1
349	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel PS	
350	0006145		Control, Elec Siren, Horn Ring, PS Foot Sw	1
351	0601398		Speaker, (1) Code 3, C3100 Series	1
			Connection, Speaker - siren head	
352	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
353	0016080		Siren, Federal Q2B	1
354	0656160		Location of Siren, Recessed in Under Slung Bumper, w/Enclosure	1
			Location, Siren, Mech - a) Left	
355	0748305		Control, Mech Siren, Multi Select	1
356	0748281		Control Mech Siren, Ft Sw RS	1
357	0735899		Sw, Siren Brake, Mom Rocker, Red Outline, LS Overhead Sw Pnl, Mux	1
358	0734674		Sw, Siren Brake, Mom Rocker, Red Outline, RS Overhead Sw Pnl, Mux	1
359	0017415		Guard, Q2B Siren Recessed In Bumper, 2-Vertical Bars	1
360	0746353		Not Required, Warning Lights Intensity	1
361	0728292	SP	Lightbar, Code 3, 2736A Pair, RRRBRR RRBRRR	1
362	0048042	SP	Mounting, Mini Lightbars, 30 Degree Angle, Specify Location, Cab Rf	1
			Location - same as previous unit #22243	
363	0016380		No Additional Lights Req'd, Side Zone Upper	1
364	0789718	SP	Lights, Front Zone, Code 3, 4612F*X, 4-PRIZM, Q-Bezel	1
			Color, Lens, LED's - Colored Color, Lt DS Frnt Outside - DS Front Outside Red Color, Lt PS Frnt Outside - PS Front Outside Red Color, Lt DS Front Inside - b) DS Front Inside Blue Color, Lt PS Front Inside - b) PS Front Inside Blue	
365	0558676		Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	1
366	0078240		Lights, Side Zone Lower, Code 3 65 LED, 2pr	1
			Location, Lights Rear - centered over the rear wheels. Location, Lights Front Side - b)each side bumper Flange Kit, 2pr - w/with a flange Color,Code-3,65 LED,FRT - a) rd/rd Color,Code-3,65 LED,BCK - a) rd/rd	
367	0074717		Lights, Rear Zone Lower, Code-3 65 LED	1
			Flange Kit - w)with flange Color,Code-3,65 LED - a) rd/rd	
368	0540635	SP	Light, Rear Zone Upper, Code 3, XP9501NFPA1 pair, 3R-REF3, 1R-REF12	1
369	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
370	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
371	0779703		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS, Surge Protected, Int Body	1
			Qty, - 01 Location 1 - back wall of the EMS cabinet, final location to be determined at preconstruction conference	

Line	Option	Type	Option Description	Qty
371			AC Power Source - Shoreline	
372	0519934		Not Required, Brand, Hydraulic Tool System	1
373	0649753		Not Required, PTO Driven Hydraulic Tool System	1
374	0649736		Not Required, Hydraulic Tools	1
375	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
376	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
377	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
378	0027023		No Strainer Required	1
379	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
380	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
381	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
382	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
383	0741569		Paint Process / Environmental Requirements, Appleton	1
384	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
385	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Cab	
386	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Pierce #224 Silver	
387	0693797		No Paint Required, Aluminum Front Wheels	1
388	0693792		No Paint Required, Aluminum Rear Wheels	1
389	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Primary Job Color	
390	0007230		Compartment, Painted, Spatter Gray	1
391	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - g) yellow Color, Reflect Band - B - l) white Color, Reflect Band - C - zc) yellow	
392	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06 Color, Chevron DG - Yellow Green, Fluorescent	
393	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
394	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
395	0033179		Lettering Specifications, Reflective	1
396	0686103		Lettering, Reflective, 18.00", Each	4
			Qty, Lettering - 04 Outline, Lettering - Outline and Shade	
397	0686082		Lettering, Reflective, 3.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
398	0686013		Lettering, Reflective, 6.00", Each	2
			Qty, Lettering - 02 Outline, Lettering - No Outline or Shade	
399	0685985		Lettering, Reflective, 12.00", Each	2
			Qty, Lettering - 02 Outline, Lettering - Outline and Shade	
400	0048031		Lettering, Reflective, "Keep Back 500 Feet", Rr Plate	1
			Color, Lettering - c) blue	
401	0017268		Decals, Customer furnished, Pierce installed, Per Pair	1
			Qty, - 1	
402	0002838		Undercoating, Cab & Body, Ziebart	1
403	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
404	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
405	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
406	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
407	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1

Line	Option	Type	Option Description	Qty
408	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
409	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
410	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
411	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
412	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
413	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
414	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
415	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
416	0695416		Warranty, Pierce Camera System, WA0188	1
417	0708760		Warranty, Not Applicable, LED Strip Lights	1
418	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
419	0685945		Warranty, Transmission Cooler, WA0216	1
420	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
421	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
422	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
423	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
424	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
425	0641372		Warranty, Foam System, Not Available	1
426	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
427	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
428	0683627		Certification, Vehicle Stability, CD0156	1
429	0736238		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021	1
430	0686786		Certification, Power Steering, CD0098	1
431	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
432	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
433	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
434	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
435	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
436	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
437	0545073		Amp Draw Report, NFPA Current Edition	1
438	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
439	0799248		Appleton/Florida BTO	1
440	0000018		PUMPER, 2ND GEN	1
441	0000012		PIERCE CHASSIS	1
442	0004713		ENGINE, OTHER	1
443	0046395		EVS 3000 Series TRANSMISSION	1
444	0020011		WATEROUS PUMP	1
445	0020009		POLY TANK	1
446	0028047		NO FOAM SYSTEM	1
447	0020006		SIDE CONTROL	1
448	0020007		AKRON VALVES	1
449	0020015		ABS SYSTEM	1
450	0658751		PUMPER BASE	1

EM-102

July 30, 2021

City of Decatur
Attn: City Council
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Subject: **Proposal for one (1) Pierce® Enforcer™ 61 ft. SkyBoom Quint**
Proposal / Bid #1237 / HGACBuy Purchase

Dear Members of the City Council:

With regard to the above subject, please find attached our completed proposal.

Pricing Summary is as follows, including 100% prepay option.

Pricing Summary:

Apparatus Sale Price	**$843,900.00**
100% Prepay Discount*	**($25,335.00)**
Final Sale Price	**$818,565.00**

100% Performance Bond:

Should the City of Decatur elect to have us provide a Performance Bond, $2,068.00 will need to be added to the above price.

100% Prepayment Option:

Should the City of Decatur elect to make a 100% prepayment by August 31, 2021 and the order is entered no later than August 31, 2021, a discount of ($25,535.00) can be subtracted from the above "Apparatus Sale Price" resulting in a revised contract price of **$818,565.00 OR $820,633.00** with a Performance Bond.

Terms and Conditions:

Taxes –	Not Applicable
Freight –	F.O.B. – Appleton, WI / shipping to Decatur, IL
Terms –	100% net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). *100% net due with contract per above terms for **prepay discount** to be applicable.
Delivery –	12 to 15 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid until August 31, 2021.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions, comments, or require additional information, please do not hesitate to contact me at 217-306-8427 or mike.yurgec@macqueengroup.com.

We wish to thank the City of Decatur for the opportunity to submit our proposal.

Respectfully,

Mike Yurgec
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

Clarifications & Exceptions:

We offer the following clarifications to our proposal:

1. **Inspection trips are included** with this proposal as follows:

   a. A preconstruction meeting at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal.

   b. A final delivery inspection at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal.

   c. In addition to the inspection trips, weekly photos of your apparatus in production will be sent to the committee for their review.

2. Pierce® designs, engineers, and manufactures the complete apparatus in its facilities in Appleton, Wisconsin and Bradenton, Florida. Pierce® is responsible to ensure all components of the cab, chassis, body, tank, and pumping system integrate flawlessly at every level of the fire apparatus manufacturing process. Unlike some other manufacturers who "out-source" their chassis or cabs, Pierce® provides a **single point of responsibility for warranty and liability**.

3. **Service after the sale** is a prime consideration for evaluating a proposal. Your apparatus will be serviced by our authorized Pierce® warranty and service center in Washington, Illinois and Eureka, Missouri. Service at your location is accomplished by one of our several road service units with EVT certified mechanics. As the largest dealer in the Midwest, supplies are available through our parts centers or one of our other maintenance facilities where we maintain over $5,000,000 of parts in stock and ready for prompt dispatch.

4. Many other options and features are available. We stand ready to offer pricing and more information on any option or feature.

5. Purchase Orders and Prepayment Checks must be made out to:

   MacQueen Emergency
   1125 7th Street East
   St. Paul, Minnesota 55106
   Phone (651) 645-5726

Proposal Option List

8/10/2021

Customer:	Decatur FD	**Bid Number:**	1237
Representative	Yurgec, Mike	**Job Number:**	
Organization:	MacQueen Emergency Group	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	07/30/2021
Description:	Decatur FD - 61 Sky Boom Quint	**Stock Number:**	
Body:	Aerial, Sky-Boom 61'/55', Alum Body	**Price Level:**	40 (Current: 40)
Chassis:	Enforcer Chassis, Aerials, Single Axle	**Lane:**	

Line	Option	Type	Option Description	Qty
1	0766604		Boiler Plates, Sky-Boom 61'	1
			Fire Department/Customer - Decatur FD Operating/In conjunction W-Service Center - Operating Miles - 100 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - MacQueen Emergency Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency	
2	0018180		Single Source Compliance, Aerials	1
3	0600020		Manufacture Location, Appleton, Wisconsin, Specialty	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0620362		Consortium, HGAC	1
11	0537375		Unit of Measure, US Gallons	1
12	0030006		Bid Bond Not Requested	1
13	0540326		Performance Bond, Not Requested	1
14	0000007		Approval Drawing	1
15	0082910		Drawing, Compartment Layout, Standard Pumper Body	1
16	0683881		Electrical Diagrams, 12V As-Built on CD, Custom Chassis HDR/Aerial	1
			Diagrams, Hard Copy - Two hard copies	
17	0624489		Enforcer Chassis, Aerials, Single Axle	1
18	0000110		Wheelbase	1
			Wheelbase - 205.50 inches	
19	0000070		GVW Rating	1
			GVW rating - 53.000#	
20	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
21	0756525		Frame Liner, Internal "C" 12.50" x 3.00" x .25", XT/Vel/Imp,Enf Full Lgth, 56"Qv	1
22	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
23	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1
27	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
28	0530461		Axle, Rear, Meritor RS30-185, 31,000 lb, Saber/Enforcer	1
29	0544253		Top Speed of Vehicle, 68 MPH	1
30	0635109		Suspen, Rear, Single Slipper Spring, 31,000 lb, Saber FR/Enforcer	1
31	0000485		Oil Seals, Rear Axle	1
32	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
33	0019668		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0647841		Axle Hub Covers w/center hole, Real Wheels Brand, S/S, Front Axle	1
37	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
38	0057936		Covers, Lug Nut, Chrome	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1

Line	Option	Type	Option Description	Qty
40	0601010		Chocks, Wheel, SAC-44-E, Folding, Aerials	1
			Qty, Pair - 01	
41	0601009		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward	
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0637584		Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
47	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
48	0000790		Brake Lines, Nylon	1
49	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
50	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
51	0736437		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, Saber FR/Enforcer	1
52	0001244		High Idle w/Electronic Engine, Custom	1
53	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
54	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
55	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
56	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
57	0788765		Radiator, Saber FR/Enforcer	1
58	0001090		Cooling Hoses, Rubber	1
59	0545339		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel	1
			Finish, Fuel Tank - Unpainted	
60	0001129		Lines, Fuel	1
61	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
62	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
63	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
64	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
65	0690880		No Selection Required From This Category	1
66	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
67	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
68	0684459		Transmission Oil Cooler, Modine, External	1
69	0001370		Driveline, Spicer 1710	1
70	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
71	0509229		Steering Wheel, 2 Spoke	1
72	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - DECATUR	
			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - DEPARTMENT	
73	0606397		Bumper, 19" Extended, Under Slung, Painted, Recessed Xlays/Trays, Saber FR/Enf	1
74	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
75	0002270		Tow Hooks, Chrome	1
76	0639763		Tray, Full Width, 19" Bumper, Under Slung Design, 10"H Bumpr, Tools, AXT/Sab/DCF	1
			Grating, Bumper extension - Grating, Rubber	
77	0665813		Cover, Alum Treadplate, Two (2) D-Ring Latches, Recessed Crosslay	1
78	0659662		Light, Amdor, AY-9220-72, 72" LED Strip Light, Front Bumper Cover	1
79	0607514		Partition, Adjustable, Aluminum in Hose Tray, Front to Back, Qty, Location	1
			Location - front bumper, final location to be determined at preconstruction conference	
			Qty, - 01	
80	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
81	0789736		Cab, Enforcer, 7010 w/Notch	1
82	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
83	0633594		Rear Wall, Interior, Adjustable Seating	1

Line	Option	Type	Option Description	Qty
84	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
85	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
86	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
87	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
88	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
89	0087357		Molding, Chrome on Side of Cab	1
90	0521669		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
91	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
92	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
93	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
94	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
95	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
96	0634786		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
97	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
98	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
99	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
100	0722796		Dash, Poly, Saber FR/Enforcer	1
101	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
102	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Painted	
			Cab Interior Rear Wall Material - Painted Aluminum	
103	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
104	0012101		Floor, Aluminum Treadplate, Cab & Crew Cab, Saber/Enforcer, CARE	1
105	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
106	0002120		Fan, Window Defrost, Driver's Side, One (1)	1
107	0012121		Fan, Window Defrost, Passenger's Side, One (1)	1
108	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
109	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
110	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
111	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
112	0583039		Not Required, Side Roll and Frontal Impact Protection	1
113	0622619		Seating Capacity, 4 Seats	1
114	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
115	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
116	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
117	0632852		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
118	0102783		Not Required, Seat, Rr Facing C/C, Center	1
119	0632848		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
120	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
121	0750410	SP	Cabinet, Forward Facing, Center, 44 W x 50 H x 28 D, Roll, Rocker Switch,SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking	
			Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
122	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1

Line	Option	Type	Option Description	Qty
123	0607912	SP	Ramp, Polished S/S, EMS Compt Shelf	3
			Location - all three shelves in the forward facing EMS cabinet	
			Qty, - 03	
124	0730107	SP	Cabinet, (2) Rear Facing, Overhead, 11 W x 10 H x 12 D, Enforcer Notch	1
			Latch, Storage Compt - a) Non Locking	
			Light, Overhead Compt - Pierce, Horizontal Mounted	
125	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
			Qty, - 04	
126	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
127	0559467		Provision for Future Seats in Seat Belt Monitoring System	1
			Location - Passenger side forward facing	
			Qty, - 1	
			Fill in Blank - option will be provided	
128	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
129	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
130	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
131	0649915		Light, Map, Havis, C-MAP-T-LED, Gooseneck	1
			Location - On the officer's side in the corner of the windshield	
			Qty, - 01	
			12vdc power from - Battery switched	
132	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
133	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
134	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
135	0032602		Speedometer, Class 1 w/LED, Officer Overhead	1
136	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - No Alarm	
137	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
138	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
139	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
140	0002565		Hourmeter, Aerial Inside Cab	1
141	0002615		Switch, Aerial 12V Master	1
142	0002617		PTO switch, w/light - aerial	1
143	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - final location to be determined at preconstruction conference	
144	0548004		Wiring, Spare, 15 A 12V DC 1st	3
			Qty, - 03	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - EMS Compt and and one (1) in each EMS compartment in the bottom right hand corner when facing the door. Two (2) over head rear facing and one (1) forward facing.	
145	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location - panel #9, pass side of center instrument panel extension.	
146	0044166		Swivel Mount, Heavy Duty, Fill in Blank Feature	1
			Location - mounted at pickup	
			Qty, - 01	
			Fill in Blank - mounted at pickup	
147	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
148	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	

Line	Option	Type	Option Description	Qty
149	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
150	0660489		Antenna Mount, Custom Chassis, Fill in Blank Mounting and Cable Locations	1
			Location - cable routed to the ceiling above the drivers right shoulder, intercom position B. Same as previous unit #22243	
			Qty, - 01	
			Location 1 - cable routed to the ceiling above the drivers right shoulder, intercom position B. Same as previous unit #22243	
151	0755515		Camera, Pierce, Drivers Mux Display, R, RS Cameras	1
			Camera System Audio - Speaker Behind Driver Camera System	
152	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Center Rear	
153	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
154	0624253		Electrical System, Enforcer MUX	1
155	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
156	0636138		Charger, Sngl Sys, Kussmaul, 091-216-20/20	1
157	0662220		Location, Charger, Cab Behind Driver Seat, Dash CF/Saber FR/Enf	1
158	0008621		Battery System, Single Start, All Custom Chassis	1
159	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - 120V outlet in EMS cabinet and battery charger	
160	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
161	0002698		Battery Compartment, Saber/Enforcer	1
162	0530960		Not Required, Remote Battery Charger Indicator	1
163	0647729		Alternator, 320 amp, Delco Remy 40SI	1
164	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
165	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
166	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	1
			Color, Lens, LED's - c)clear	
167	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
168	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	
169	0647929		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED,AXT/EnfMUX/DCF	1
170	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
171	0049879		Lights, Tail, Code 3 65STA LED Directional & 65STR LED Stop/Tail	1
			Flange Kit, 2pr - w/o with out a flange	
172	0050476		Lights, Backup, Code 3, 65RV LED	1
			Flange Kit - w/o) with out flange	
173	0664481		Bracket, License Plate & Light, P25 LED	1
174	0063426		Bezels, Code 3, (2) 65STK3, For Mtg (3) Code 3 65 LED	1
175	0589905		Alarm, Back-up Warning, PRECO 1040	1
176	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
177	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
178	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
179	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
180	0768064		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 1st	1
			Location - DRIVER'S side above the crew cab window	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
181	0768062		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 2nd	1
			Location - OFFICER'S side above the crew cab window	
			Qty, - 01	

Line	Option	Type	Option Description	Qty
181			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
182	0672327		Lights, Deck, Wln (2) MPBW Micro Pioneer LED Rear Flood Lights	1
			Switch, Scene Lt Cntrl - h)switch at rear	
183	0645675		Lights, Not Required, Hose Bed, Alt. Pole Lights On Back Of Cab/In Pump House	1
184	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
185	0795854		Lights, Walk Surf, 3-P25 LED, Cargo Area, Overall Height Restrictions	1
186	0011270		Aerial, Sky-Boom 61'/55', Alum Body	1
187	0554269		Body Skirt Height, 18"	1
188	0053388		Tank, Water, 500 Gallon, Poly, Sky-Boom	1
189	0003405		Overflow, 4.00" Water Tank, Poly	1
190	0028107		Not Required, Foam Cell Modification	1
191	0003429		Not Required, Direct Tank Fill	1
192	0003477		Alum Hose Bed Construction, Sky-Boom	1
193	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 500 ft of 5" LDH | width of pedestal | 500 ft of 2 1/2" DJ	
194	0083488		Divider, Hose Bed, .25" Unpainted	2
			Qty, Hosebed Dividers - 2	
195	0604069		Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
196	0600757	SP	Cover, Foam Can Storage, Vinyl, Velcro	1
			Color, Vinyl Cover - c) black	
197	0014473		Flap, Access to Fill Dome(s) Through Vinyl Hose Bed Cover	1
			Qty, - 01	
198	0003513		Running Boards, Sky-Boom	1
199	0689408		Tailboard, Sky-Boom	1
200	0690021		Wall, Rear, Body Material, Sky-Boom	1
201	0013549		Tow Hooks, Painted, (2), Sky-Boom	1
202	0590926		Hose Restraint, Running Board, Velcro Straps	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
203	0014112		Tray, Hose, Running Board, Special Capacity, Predefined	1
			Location, Hose Tray, Running Board - Right Side	
			Qty, Tray, Hose - 1	
			Capacity, Hose Tray (Predefined) - 20' of 5"	
204	0013643		Construction, Compt, Alum, Sky-Boom	1
205	0033492		Compt, LS FH Frt/Rr, Roll-ups, Sky-Boom	1
206	0046419		Compt, PS FH Frt/Rr, Roll, No HLR, Sky-Boom	1
207	0594004		Doors, Amdor, Rollup, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
208	0004010		Scuffplate, Polished S/S Bottom of Door Frame	2
			Location, Door Accessory - LS2 & RS2	
			Qty, Scuffplates - 02	
209	0689549		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	6
			Location - all side compartment doors	
			Qty, - 06	
210	0603420		Shelf Tracks, Painted, Aerial	6
			Qty, Shelf Track - 06	
			Location, Shelf Track - LS1, LS2, LS3, RS1, RS2 and RS3	
211	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	12
			Qty, Shelf - 12	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
212	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	2
			Qty, - 02	
			Location, Tray Slide-Out, Floor Mounted - RS1 and LS1	
			Material Finish, Tray - Painted - Spatter Gray	
213	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
214	0784810		Fender Crowns, Rear, Stainless, Wider Than Std, w/Removable Liner	1
			Material Finish, Fender Liner - Painted	
215	0519849		Not Required, Hose, Hard Suction	1

Line	Option	Type	Option Description	Qty
216	0626229		Handrails, Side Pump Panels, Per Print	1
217	0004126		Handrails, Beavertail, Standard	1
218	0780146		Compt, Air Bottle w/DEF Tank, Common Triang Door,w/Strap,Single,Round,Fender Pnl	1
			Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Polished Location, Fender Compt - Single - LS Fwd Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
219	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
220	0024205		Holder, Air Bottle w/CRS Strap, Body Compt Mt w/Tracks	1
			Qty, Bracket - 01 Location, Bracket/comp. - Compartment D3 upper	
221	0045527		Horizontal Mounting Tracks for Air Bottle Holders	1
			Location, Bracket/comp. - ahead of fixed partition in compartment D2 Qty, - 1 qty, Mounting Studs - 10	
222	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
223	0004230		Ladder, 14' Duo-Safety 775A Roof	1
224	0024233		Not Required, Attic Extension Ladder	1
225	0633666		Ladders, Roof & Extn, Btwn Tank & Side Sht, Smooth Alum Door w/D-ring, Raised PH	1
			Location - right	
226	0014246		Ladder, 10' Duo-Safety Folding 585A, Sky-Boom	1
			Location, Folding Ladder - Ladder Compartment, Sky Boom	
227	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
228	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	
229	0629636	SP	Compt, (4) Pike & (1) Foldg Ladder, Below Tee, LS	1
			Door, Material & Finish, Storage - Aluminum Treadplate Latch, Door, Storage - Lift and Turn Latch	
230	0593075		Steps, Folding, Front Bulkheads (Aerial), w/LED, Trident	1
			Coating, Step - luminescent	
231	0054389		Steps, Rear of Body, Sky-Boom	1
232	0724153		Step, Folding - Extra, Body Only, w/LED, Trident	4
			Qty, Folding Step - 04 Location, Additional Step - Two on each front bulkhead. Coating, Step - luminescent	
233	0632339		Dry Chemical System Not Required	1
234	0004435		Pump, Waterous, CSU, 2000 GPM, Single Stage	1
235	0004482		Seal, Mechanical, Waterous	1
236	0559769		Trans, Pump, Waterous C20 Series	1
237	0635600		Pumping Mode, Stationary Only	1
238	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
239	0003148		Transmission Lock-up, EVS	1
240	0004547		Auxiliary Cooling System	1
241	0014486		Not Required, Transfer Valve, Stage Pump	1
242	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Left Side Pump Panel	
243	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
244	0072153		Primer, Trident, Air Prime, Air Operated	1
245	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
246	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
247	0089437		Plumbing Without Foam System	1
248	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1

Line	Option	Type	Option Description	Qty
249	0699096		Not Required, Cap, Main Pump Inlet, Included w/Storz Adapter	1
250	0014650		Pump Suction Tube(s), Short, All	1
251	0084610		Valves, Akron 8000 series- All	1
252	0004660		Inlet (1), Left Side, 2.50"	1
253	0029147		Not Required, Inlet, Right Side	1
254	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
255	0004700		Control, Inlet, at Valve	1
256	0092569		No Rear Inlet (Large Dia) Requested	1
257	0092696		Not Required, Cap, Rear Inlet	1
258	0064116		No Rear Inlet Actuation Required	1
259	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
260	0092568		No Rear Auxiliary Inlet Requested	1
261	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
262	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
263	0004905		Outlet, Tank Fill, 1.50"	1
264	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
265	0092570		Not Required, Outlets, Left Side Additional	1
266	0004945		Outlet, Right Side, 2.50"	2
			Qty, Discharges - 02	
267	0092571		Not Required, Outlets, Right Side Additional	1
268	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
269	0029137		Not Required, Outlet, Large Diameter	1
270	0756808	SP	Outlet, (1) Crosslay, Under Slung Bumper, Closed Ends, 1.50" w/2" Plb. Top Swvl	1
			Capacity, Hose Bed 1 - 200' of 2.00"	
			Drain, Front Outlet - Automatic	
			Grating, Bumper Crosslay - Grating, Black Rubber	
271	0648837		Cover, Aluminum Treadplate, Under Slung Bumper Crosslays	1
			Type of fastener - D ring latch on each side	
			Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	
			Location, Side - Rear	
272	0092575		Not Required, Outlet, Rear	1
273	0092574		Not Required, Outlet, Rear, Additional	1
274	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
275	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
276	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
277	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
278	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
279	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
280	0045099		Not Required, Elbow, Rear Outlets	1
281	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
282	0007308		Not Required, Elbow, Large Diameter Outlet	1
283	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	4
			Qty, Adapter for Outlets - 04	
			Location, Adapter(s) - All side 2.50" discharges	
284	0771671		Control, Outlets, Swing Handle, Vertical, Side Control, 48.00" Pump House	8
			Location - Two (2) left side panel outlets, one (1) right side panel outlets, booster reel, front bumper outlet, three (3) rear outlets	
			Qty, Discharges - 08	
285	0029106		Not Required, Deluge Outlet	1
286	0029302		No Monitor Requested	1
287	0029304		No Nozzle Req'd	1
288	0005070		Deluge Mount, NPT	1
289	0075914		Waterway Outlet & Control, Waterous, Sky-Boom	1
290	0723726		Speedlay Module Not Required	1
291	0722432		Hose Restraint Not Required, No Speedlay Module	1
292	0723395		Speedlays, Not Required	1
293	0723394		Speedlays, Not Required	1
294	0005140		Crosslay, 1.50" Std. Cap (Pan Style)	2
			Qty, Crosslays - 2	
295	0090442		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	1

Line	Option	Type	Option Description	Qty
296	0591145		Hose Restraint, Crosslay/Deadlay, Top and Ends, Elastic Netting	2
			Qty, - 02	
297	0029260		Not Required, Speedlays	1
298	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
299	0044333		Not Required, Foam System	1
300	0012126		Not Required, CAF Compressor	1
301	0552517		Not Required, Refill, Foam Tank	1
302	0042573		Not Required, Foam System Demonstration	1
303	0045465		Not Required, Foam Tanks	1
304	0091110		Not Required, Foam Tank Drain	1
305	0091079		Not Required, Foam Tank #2	1
306	0091112		Not Required, Foam Tank #2 Drain	1
307	0620531		Pump House, Side Control, 48", Control Zone, Aerial	1
308	0738072		Approval Dwg, Pump Panel(s), Not Required	1
309	0032479		Pump Panel Configuration, Control Zone	1
310	0562698		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial	1
311	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
312	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
313	0005578		Panel, Pump Access - Right Side Only	1
314	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
315	0559828		Light, Pump Compt, Wln 20C0CDCD LED	1
			Qty, - 01	
316	0586382		Gauges, Engine, Included With Pressure Controller	1
317	0005601		Throttle, Engine, Incl'd w/Press Controller	1
318	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
319	0549333		Indicators, Engine, Included with Pressure Controller	1
320	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
321	0005602		Indicator, Low Fuel w/ Alarm	1
322	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
323	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
324	0038070		Gauge, 2.50" Pressure, Class 1, 30"-0-400psi	1
325	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver	1
326	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
327	0006774		Not Required, Foam Level Gauge	1
328	0663944		Light Shield/Step 8", LED, P25 LED Stp Lt, Prk Brk Activation	1
329	0643186		Light Shield/Step 8", PS LED, P25 LED Stp Lt Act w/Prk Brk	1
330	0793576		Air Horns, (2) Grover, Stutter Tone, 2040 Rect, Through Underslung Bumper Flange	1
331	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
332	0757092		Control, Air Horn, Multi Select	1
333	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Link Chain, Vinyl Tubing	
334	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Link Chain, Vinyl Tubing	
335	0006133		Siren, Code 3 3692 100W or 200W	1
336	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel PS	
337	0006145		Control, Elec Siren, Horn Ring, PS Foot Sw	1
338	0601398		Speaker, (1) Code 3, C3100 Series	1
			Connection, Speaker - siren head	
339	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
340	0016080		Siren, Federal Q2B	1
341	0656160		Location of Siren, Recessed in Under Slung Bumper, w/Enclosure	1
			Location, Siren, Mech - a) Left	
342	0748305		Control, Mech Siren, Multi Select	1
343	0748281		Control Mech Siren, Ft Sw RS	1

Line	Option	Type	Option Description	Qty
344	0735899		Sw, Siren Brake, Mom Rocker, Red Outline, LS Overhead Sw Pnl, Mux	1
345	0734674		Sw, Siren Brake, Mom Rocker, Red Outline, RS Overhead Sw Pnl, Mux	1
346	0017415		Guard, Q2B Siren Recessed In Bumper, 2-Vertical Bars	1
347	0746353		Not Required, Warning Lights Intensity	1
348	0660837		Lightbar, Code 3, 21TR22NFPA1, 6R-TRS6, 2R-TRS4, 2R-TRS3 LED, Pair	1
349	0048042	SP	Mounting, Mini Lightbars, 30 Degree Angle, Specify Location, Cab Rf	1
			Location - same as previous unit #22243	
350	0016380		No Additional Lights Req'd, Side Zone Upper	1
351	0789718	SP	Lights, Front Zone, Code 3, 4612F*X, 4-PRIZM, Q-Bezel	1
			Color, Lens, LED's - Colored	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - b) DS Front Inside Blue	
			Color, Lt PS Front Inside - b) PS Front Inside Blue	
352	0558676		Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	1
353	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
354	0078240		Lights, Side Zone Lower, Code 3 65 LED, 2pr	1
			Location, Lights Rear - centered over the rear wheels.	
			Location, Lights Front Side - b)each side bumper	
			Flange Kit, 2pr - w/with a flange	
			Color,Code-3,65 LED,FRT - a) rd/rd	
			Color,Code-3,65 LED,BCK - a) rd/rd	
355	0074717		Lights, Rear Zone Lower, Code-3 65 LED	1
			Flange Kit - w)with flange	
			Color,Code-3,65 LED - a) rd/rd	
356	0540635	SP	Light, Rear Zone Upper, Code 3, XP9501NFPA1 pair, 3R-REF3, 1R-REF12	1
357	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
358	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
359	0790257		Light, Traffic Directing, Wln TAM63, 23" Long LED	1
			Activation, Traffic Dir L - Not Connected	
360	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
361	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
362	0779703		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS, Surge Protected, Int Body	1
			Qty, - 01	
			Location 1 - back wall of the EMS cabinet, final location to be determined at preconstruction conference	
			AC Power Source - Shoreline	
363	0519934		Not Required, Brand, Hydraulic Tool System	1
364	0649753		Not Required, PTO Driven Hydraulic Tool System	1
365	0015856		Aerial, 61' Sky-Boom	1
366	0000042		Boom Support, Rear of the Chassis Cab	1
367	0787484	SP	Light, Boom Support, P25 LED	1
368	0799560		Boom Support Compartment, Not Required	1
369	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #90 Red	
370	0526894		Indicator, Extension, Vinyl, Sky-Boom	1
			Color - 1) black	
371	0723718		Steps, Folding, Two, Aerial Device, Trident	1
			Coating, Step - black	
			Light, Aerial Device Folding Step - no integrated light	
			Finish, Aerial Device Folding Step - bright finish	
372	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
373	0018735		Control Station, Rear, Elect/Hydraulic, Sky-Boom	1
374	0036962		Control, Wireless Remote, 55/61' Sky-Boom	1
375	0199153		Stabilizers, One Set, Sky-Boom	1
			Material, Stabilizer Pad - Composite	
376	0728795		Stabilizer Trim Material, Sky-Boom	1
			Stabilizer Trim - polished stainless steel	
377	0548895		No Door, Stabilizer Control Box	1
378	0596606		Hydraulic System, Sky-Boom	1

Line	Option	Type	Option Description	Qty
379	0031881		Swivels, Sky-Boom (28 Collector Rings)	1
380	0756879		Lights, Wln MPB* Micro LED Trk 2lts, MPB* LED Tip 2lts, Sky-Boom	1
			Scene Lt Optics LH Fly - Combination Left	
			Scene Lt Optics RH Fly - Combination Right	
			Scene Lt Optics LH Base - Left Flood Combination	
			Scene Lt Optics RH Base - Right Flood and Spot	
			Color, Wln Lt Housing Tip - White	
			Color, Wln Lt Housing Track - White	
381	0660214		Lights, Not Required, Sky-Boom	1
382	0006929		Not Required, 120v To Tip	1
383	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
384	0898130	SP	Camera System, Wireless (2) Fixed Cameras to Pmp Pnl,Turntable Display, HVR 4401	1
385	0540933		Not Required, Breathing Air to Tip, Sky-Boom	1
386	0024742		Not Required, Mask, Breathing Air To Tip	1
387	0056927		Raised Pedestal, Sky-Boom	1
388	0542622		Turntable Access, Fold Down Handrail, Sky-Boom	1
389	0046903		Water System/Ladder, Sky-Boom	1
390	0606373		Monitor, Akron 3350 Tuckaway w/5177 Nozzle, Sky-Boom	1
391	0066973		Flowminder, Class 1, Waterway (Sky-Boom)	1
392	0017683		Inlet/Outlet, One (1) 4.00" at Rear, Sky-Boom	1
393	0056944		Valve, Butterfly, Handwheel, Waterway, Sky-Boom	1
394	0559495		Manuals and Training, 3 Consecutive Days, Sky-Boom	1
395	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
396	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
397	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
398	0027023		No Strainer Required	1
399	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
400	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
401	0007482		Not Required, Crowbars	1
402	0007484		Not Required, Claw Tools	1
403	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
404	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
405	0007494		Not Required, Sledgehammers	1
406	0741569		Paint Process / Environmental Requirements, Appleton	1
407	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
408	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
409	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Pierce #224 Silver	
410	0693797		No Paint Required, Aluminum Front Wheels	1
411	0693792		No Paint Required, Aluminum Rear Wheels	1
412	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Primary Job Color	
413	0007230		Compartment, Painted, Spatter Gray	1
414	0770216		Sky-Boom Paint	1
			Paint Color, Aerial Device - White 10	
			Paint Color, Turntable - White 10	
			Paint Color, Boom Support - red 90	
			Paint Color, Cylinders - white 10	
			Paint Color, Aerial Stabilizers - bright silver metallic 224	
415	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - g) yellow	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - zc) yellow	
416	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	

Line	Option	Type	Option Description	Qty
417	0543756		Stripe, Chevron, Rear, Diamond Grade, Sky-Boom	1
			Color, Rear Chevron DG - fluorescent yellow green	
418	0598032		Stripe, Reflective/Diamond Grade, Stabilizers, SkyBoom	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
419	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
420	0033179		Lettering Specifications, Reflective	1
421	0685960		Lettering, Reflective, 3.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
422	0686013		Lettering, Reflective, 6.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
423	0685985		Lettering, Reflective, 12.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
424	0685978		Lettering, Reflective, 18.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline and Shade	
425	0048031		Lettering, Reflective, "Keep Back 500 Feet", Rr Plate	1
			Color, Lettering - c) blue	
426	0017268		Decals, Customer furnished, Pierce installed, Per Pair	1
			Qty, - 1	
427	0002838		Undercoating, Cab & Body, Ziebart	1
428	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
429	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
430	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
431	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
432	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
433	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
434	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
435	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
436	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
437	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
438	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
439	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
440	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
441	0695416		Warranty, Pierce Camera System, WA0188	1
442	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
443	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
444	0685945		Warranty, Transmission Cooler, WA0216	1
445	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
446	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
447	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
448	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
449	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
450	0641372		Warranty, Foam System, Not Available	1
451	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
452	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
453	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
454	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
455	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
456	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
457	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
458	0683627		Certification, Vehicle Stability, CD0156	1
459	0736238		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021	1
460	0686786		Certification, Power Steering, CD0098	1
461	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
462	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
463	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1

Line	Option	Type	Option Description	Qty
464	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
465	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
466	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
467	0545073		Amp Draw Report, NFPA Current Edition	1
468	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
469	0799248		Appleton/Florida BTO	1
470	0000088		SKY PRODUCTS	1
471	0000012		PIERCE CHASSIS	1
472	0004713		ENGINE, OTHER	1
473	0046395		EVS 3000 Series TRANSMISSION	1
474	0020011		WATEROUS PUMP	1
475	0020009		POLY TANK	1
476	0028047		NO FOAM SYSTEM	1
477	0020006		SIDE CONTROL	1
478	0020007		AKRON VALVES	1
479	0020015		ABS SYSTEM	1
480	0755454		AERIAL MEDIUM	1

DATE: 8/8/2021

MEMO:

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Richelle Irons, Community Development

SUBJECT: Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) for CDBG & Home FY2021 Grant Funds

ATTACHMENTS:

Description	Type
CDBG-HOME Agreement Memo FY21	Cover Memo
Resolution Authorizing Agreements With U.S. Department of Housing and Urban Development (HUD) for CDBG & Home FY2021 Grant Funds	Resolution Letter
FY21 Decatur HOME Grant Agreements FO-Chicago	Backup Material
2021 Decatur CDBG Grant Agreement Special Conditions	Backup Material
CDBG 2021 Agreement	Backup Material

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-29

August 16, 2021

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Adoption and authorization of expenditures for FY21 Annual Action Plan CDBG and HOME Funds

RECOMMENDATION: Staff recommends adoption of the FY21 Annual Action Plan for CDBG and HOME funds. The U. S. Department of Housing and Urban Development reviewed and approved the City's FY21 Annual Action Plan. This year's allocation includes $1,420,946 in Community Development Block Grant funds and $413,549 in HOME Investment Partnership funds.

BACKGROUND: In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Revitalization Division develops a five-year Consolidated Plan and an Annual Action Plan. The Annual Action Plan describes funding allocations for fiscal year 2021 along with strategic implementation of the priorities identified in the City's Consolidated Plan. The City Council reviewed and approved the CDBG and HOME funds during the adoption of the FY21 budget.

The FY21 Annual Action Plan is available for public review in three locations: Decatur Public Library, Decatur Housing Authority Administrative Office, and the Economic & Community Development Department. The final approved plan is available for review on the City's website.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Comments and information were secured through public meetings and input from residents and community organizations.

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

BUDGET/TIME IMPLICATIONS: None

RESOLUTION AUTHORIZING AGREEMENTS WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR CDBG & HOME FY2021 GRANT FUNDS

WHEREAS, the City of Decatur desires to continue our partnership with U.S. Department of Housing and Urban Development (HUD) to bring funding to our community and;

WHEREAS, the City has provided millions of dollars to low and moderate-income residents and expanded opportunities for these same residents and;

WHEREAS, the Mayor and City Council agree accepting these grants are in the best interests of the City of Decatur.

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

Section 1. That the Mayor, City Manager, City Clerk or their designees, are hereby authorized to execute these grant agreements and any documents necessary receive the monies under these agreements.

Section 2. That the Economic & Community Development Director and/or the Asst. Director, and the City Clerk be authorized to sign agreements, environmental reviews, expenditures and other documents necessary to receive funds related to these agreements.

PRESENTED AND ADOPTED this August 16, 2021.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address	2. Grant Number (Federal Award Identification Number (FAIN)	
City of Decatur	M21-MC170203	
1 Gary K. Anderson Plaza Decatur, IL 62523-1005	3a Tax Identification Number 376001308	3b. Unique Entity Identifier (formerly DUNS) 075613000
	4. Appropriation Number 861/40205	5. Budget Period Start and End Date FY 2021 through FY 2029

6. Previous Obligation (Enter "0" for initial FY allocation)		$0.00
a. Formula Funds	$	
b. Community Housing Development Org. (CHDO) Competitive	$	
7. Current Transaction (+ or -)		$413,549
a. Formula Funds	$413,549	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation	$	
8. Revised Obligation		$
a. Formula Funds	$	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box)

☒ Not applicable ☐ Attached

10. **Federal Award Date (HUD Official's Signature Date)**

(mm/dd/yyyy) / / 08/04/2021

11. Indirect Cost Rate*

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

12. Period of Performance

Date in Box #10 - 09/01/2029

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

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

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

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

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
Donald G. Kathan, CPD Director	x	/ /08/04/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date
	x	/ /

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/40205	HMF (J)	$410,784
2020	860/30205	HMF (H)	$2,504
2019	869/20205	HMF (G)	$ 261

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Decatur	376001308	075613000
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	4. Date use of funds may begin	
1 Gary K. Anderson Plaza Decatur, IL 62523-1005	08/04/2021	
	5a. Project/Grant No. 1 B-21-MC-17-0008	6a. Amount Approved $1,420,946
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization)	
Donald G. Kathan		Decatur (City of Decatur)	
Title		Title	
CPD Director			
Signature DONALD KATHAN Digitally signed by: DONALD KATHAN DN: CN = DONALD KATHAN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development Date: 2021.08.05 13:34:09 -05'00'	Date 08/04/2021	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one)	9a. Date HUD Received Submission	10. check one
Entitlement, Sec 106(b)	☐ None ☒ Attached	07/13/2021	☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified 08/04/2021	
		9c. Date of Start of Program Year (05/01/2021)	

11. Amount of Community Development Block Grant	FY 2021		
a. Funds Reserved for this Grantee	$1,420,946		
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
N/A	City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523-1005
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

DATE: 8/9/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Council is asked to pass the proposed Resolution approving the reappointments of Byron Hansbro, Joyce Keller, and Richard Zaker to the Human Relations 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:

Byron Hansbro	Human Relations Commission	8/1/2024
Joyce Keller	Human Relations Commission	8/1/2024
Richard Zaker	Human Relations Commission	8/1/2024

Dated this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
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 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

DATE: 8/10/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointment - Decatur Housing Authority

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Lisa Campbell-Hein to the Decatur Housing Authority.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Lisa Campbell-Hein	Decatur Housing Authority	8/29/2026

DATED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING REAPPOINTMENT

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

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

PRESENTED AND ADOPTED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

DATE: 8/11/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointments - City Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Matt Naber and Maurice Payne to the City Plan 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 appointments by the Mayor of the following named as a member of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Matt Naber	City Plan Commission	4/30/2024
Maurice Payne	City Plan Commission	4/30/2022

DATED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING APPOINTMENTS

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

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

PRESENTED AND ADOPTED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

DATE: 8/9/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointments - Construction and Housing Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Wade Watson, Josh Sapp and Donald Ross to the Construction and Housing Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Wade Watson	Construction and Housing Board of Appeals	1/1/2025
Josh Sapp	Construction and Housing Board of Appeals	1/1/2025
Donald Ross	Construction and Housing Board of Appeals	1/1/2025

Dated this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING APPOINTMENTS

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

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

PRESENTED AND ADOPTED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16 day of August, 2021.

_____
Julie Moore Wolfe, Mayor

DATE: 8/10/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of Merchant Street - Northeast Community Fund - Farm to Fund - September 18, 2021.

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way 100 Block Merchant Street between East Prairie Avenue and East Main Street for the "Farm to Fund" event sponsored by Northeast Community Fund.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Cover Memo

ORDINANCE NO. 2021-_____

ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY 100 BLOCK MERCHANT STREET NORTHEAST COMMUNITY FUND -FARM TO FUND- SEPTEMBER 18, 2021

WHEREAS, Northeast Community Fund has requested the closure of the 100 block of Merchant Street between East Prairie Avenue and East Main Street for the Farm to Fund event; and,

WHEREAS, it is the intention of Northeast Community Fund to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block Merchant Street between East Prairie Avenue and East Main Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block Merchant Street, between East Prairie Avenue and East Main Street, said day and hours being particularly described as follows:

Saturday, September 18, 2021 6:00 p.m. – 11:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Northeast Community Fund providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Northeast Community Fund prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

August 9, 2021

Dear City Council Members,

Northeast Community Fund (NCF) is planning to host its 3rd annual Farm to Fund event on downtown Merchant St. September 18, 2021. The fundraiser event includes dinner, music and a live auction between the hours of 6-10pm. All proceeds will benefit the food pantry of NCF. Alcohol purchases have been made in the years past at cash bars at the event. We are requesting an ordinance authorizing consumption of alcoholic liquor on the public right-of-way for the event date. Required insurance, including the City of Decatur as an additional insured, will be secured and sent to the City Clerk.

Thank you for your continued support of our mission to serve the low-income families in our community.

Sincerely,

Regan Deering

Board President

Northeast Community Fund

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Northeast Community Fund, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, in the 100 Block of Merchant Street for the Farm to Fund event on the following date and time:

Saturday, September 18, 2021 12:00 noon – 12:00 midnight

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than $1,000,000 per occurrence, and $2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than $1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

Authorized Representative

8/10/21
Date

For Sponsoring Agency:
Northeast Community Fund

Authorized Representative

8/9/21
Date

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
City Plan Commission Minutes of May 6, 2021	Backup Material
City Plan Commission Minutes of July 8, 2021	Backup Material

MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION

Thursday, May 6, 2021
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The May 6, 2021 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the Civic Center Theatre, Second Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Jason Drake, Bruce Frantz, Pat McDaniel, Kent Newton, Andrew Taylor, Bill Clevenger, Susie Peck

Kent Newton, Andrew Taylor and Bill Clevenger participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(c)(2) and a determination made by Mayor Julie Moore Wolfe that in-person meeting of all members of the Plan Commission is not practical or prudent because of the COVID-19 pandemic.

Members Absent: Rick Johnson, Steven Kline, Mike Peoples

Staff Present: Greg Crowe, Joselyn Stewart, John Robinson, Janet Poland

II. Approval of Minutes of the April 1, 2021 City Plan Commission Meeting

It was moved and seconded (Drake/Frantz) to approve the minutes of the April 1, 2021 meeting of the Decatur City Plan Commission. Motion carried with Pat McDaniel, Kent Newton and Susie Peck abstaining.

III. New Business

Case No. 21-04 Petition of TYKYNA COLE, to rezone the properties located at 1170 EAST RIVERSIDE AVENUE from R-3 Single Family Residence District and O-1 Office District to B-1 Neighborhood Shopping District

It was moved and seconded (McDaniel/Frantz) to forward Case No. 21-04 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Ms. TyKyna Cole, petitioner, was sworn in by Mrs. Poland.

Ms. Cole said she was here to answer any questions.

There were no questions and no objectors present.

Upon call of the roll, Commission members Jason Drake, Bruce Frantz, Pat McDaniel, Kent Newton, Andrew Taylor, Bill Clevenger and Susie Peck voted aye. Motion carried unanimously.

Case No. 21-05 Petition of CITY OF DECATUR, for a Conditional Use Permit in the R-2 Single Family Residence District to allow for a government building located at 3550 EAST CHESTNUT AVENUE

It was moved and seconded (McDaniel/Taylor) to forward Case No. 21-05 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Greg Crowe was sworn in by Mrs. Poland.

Mr. Crowe discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following condition:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Community Development Department and Public Works Department prior to building permits being released.

Mr. Scot Wrighton, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Wrighton stated the placement of this Fire Station makes sense not only for servicing all the properties on the east side of Decatur but also for planning decisions concerning access regarding the railroad tracks.

There were no questions and no objectors present.

Mr. Bill Clevenger stated he will be abstaining from the vote.

Upon call of the roll, Commission members Jason Drake, Bruce Frantz, Pat McDaniel, Kent Newton, Andrew Taylor and Susie Peck voted aye. Bill Clevenger abstained. Motion carried 6-0-1.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members and Staff

Mr. Crowe welcomed Pat McDaniel and Andrew Taylor as the two (2) new members to the Plan Commission.

VI. Adjournment

There being no further business, it was moved and seconded (McDaniel/Drake) to adjourn the meeting.

Upon call of the roll, Commission members Jason Drake, Bruce Frantz, Pat McDaniel, Kent Newton, Andrew Taylor, Bill Clevenger and Susie Peck voted aye. Motion carried.

Chairman Peck declared the meeting adjourned at 3:13 P.M.

Bruce Frantz, Secretary, Decatur City Plan Commission

MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION

Thursday, July 8, 2021
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 8, 2021 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Kent Newton who determined a quorum was present.

Members Present:	Bill Clevenger, Jason Drake, Pat McDaniel, Andrew Taylor, Kent Newton
Members Absent:	Bruce Frantz, Mike Peoples, Susie Peck
Staff Present:	Greg Crowe, Joselyn Stewart, John Robinson, Janet Poland

II. Approval of Minutes of the May 6, 2021 City Plan Commission Meeting

It was moved and seconded (Drake/Clevenger) to approve the minutes of the May 6, 2021 meeting of the Decatur City Plan Commission. Motion carried unanimously.

III. New Business

Case No. 21-06 Petition of SCANNELL PROPERTIES, LLC, to rezone the property located at the Southwest corner of Mound Road and Brush College Road from R-1 Single Family Residence District to M-1 Light Industrial District.

It was moved and seconded (McDaniel/Clevenger) to forward Case No. 21-06 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Troy Shiley, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Shiley stated the project fits well with the surrounding uses and the fabric of the neighborhood.

Discussion amongst the Plan Commission members and City staff followed Mrs. Stewart's presentation including the proposed project of an industrial distribution facility.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Jason Drake, Pat McDaniel, Andrew Taylor and Kent Newton voted aye. Motion carried unanimously.

Case No. 21-07 Petition of DANIEL BLOCK/BLOCH EIGENTUM, LLC to rezone the property located at 271 East Grand Avenue from R-6 Multiple Dwelling District to O-1 Office District.

It was moved and seconded (McDaniel/Taylor) to forward Case No. 21-07 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Daniel Block, petitioner, was sworn in by Mrs. Poland.

Mr. Block stated he wants to have consistent zoning on the two properties for his tax bill.

There were no questions and no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Jason Drake, Pat McDaniel, Andrew Taylor and Kent Newton voted aye. Motion carried unanimously.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members and Staff

No comments

VI. Adjournment

There being no further business, it was moved and seconded (McDaniel/Taylor) to adjourn the meeting.

Upon call of the roll, Commission members Bill Clevenger, Jason Drake, Pat McDaniel, Andrew Taylor and Kent Newton voted aye. Motion carried unanimously.

Acting Chairman Newton declared the meeting adjourned at 3:11 P.M.

Bruce Frantz, Secretary, Decatur City Plan Commission

DATE: 8/11/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution affirming and determining the need for confidentiality of certain minutes of closed meetings.

BACKGROUND: Twice a year the City Council is required to review past executive session minutes and determine if any are ready for release as an open record. Staff has performed this review and recommends that minutes, or portions of minutes, from a few old executive sessions be released because there is no longer any reason for the minutes to remain closed.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2021-_____

RESOLUTION APPROVING AND DETERMINING THE NEED FOR CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

Section 4. That pursuant to Section 2.06 (c) (1) of the Open Meetings Act, the City Clerk is authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

Presented and Adopted this 16th day of August, 2021.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

Exhibit A
(Minutes to be Released)

Monday, December 7, 2009

Monday, March 5, 2018 (Portion Marked "R")

Tuesday, September 4, 2018

Monday, February 4, 2019

Monday, October 7, 2019

Monday, December 2, 2019 (Portion Marked "R")

Monday, July 20, 2020 (Portion Marked "R")

Monday, April 5, 2021

Exhibit B
(Minutes NOT to be Released)

1999

February 8, 1999

2000

July 24, 2000

2003

April 21, 2003

May 27, 2003
June 2, 2003
August 4, 2003
August 18, 2003
October 20, 2003
December 15, 2003

2004

April 5, 2004
June 7, 2004

October 18, 2004

2005

January 18, 2005
February 21, 2005

2006

January 17, 2006
March 20, 2006
May 1, 2006
May 15, 2006
June 5, 2006
June 19, 2006
July 3, 2006 (1 of 2 sets)
September 5, 2006
November 6, 2006
November 20, 2006

2007

January 22, 2007
March 5, 2007
May 7, 2007
June 18, 2007
September 17, 2007

2008

February 4, 2008
April 7, 2008
April 21, 2008

May 5, 2008
May 19, 2008
June 2, 2008
June 16, 2008
June 30, 2008
July 21, 2008
July 28, 2008
August 4, 2008
September 2, 2008

September 15, 2008
October 6, 2008

2009

March 16, 2009
May 4, 2009
May 18, 2009
June 15, 2009
July 6, 2009

2010

March 1, 2010
March 15, 2010
April 19, 2010
May 3, 2010
June 7, 2010
September 20, 2010
December 20, 2010

2011

January 18, 2011
March 7, 2011
October 3, 2011
December 5, 2011

2012

June 4, 2012
July 30, 2012
September 17, 2012
November 5, 2012

Exhibit B
(Minutes NOT to be Released)

2013

January 7, 2013

June 3, 2013
June 17, 2013

July 15, 2013

August 5, 2013
September 16, 2013
November 18, 2013
December 2, 2013

2014

January 21, 2014
February 3, 2014
May 19, 2014
August 4, 2014
November 3, 2014

2015

April 20, 2015
May 18, 2015
June 1, 2015
August 17, 2015
August 31, 2015
September 14, 2015
October 5, 2015
October 19, 2015
November 16, 2015

2016

July 5, 2016
October 3, 2016
November 7, 2016
December 5, 2016

2017

April 3, 2017
April 17, 2017
April 26, 2017
May 15, 2017
September 5, 2017

2018

February 5, 2018
March 5, 2018
March 19, 2018
June 12, 2018
July 2, 2018
December 9, 2018

2019

March 4, 2019
December 2, 2019

2020

March 16, 2020
July 20, 2020
November 2, 2020
December 7, 2020
December 21, 2020

2021

June 7, 2021

DATE: 8/11/2021

MEMO: 2021-08

TO: Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, July 2021

ATTACHMENTS:

Description	Type
Community Development, July, 2021	Cover Memo
Fire, July, 2021	Cover Memo
IT, July, 2021	Cover Memo
Police, July, 2021	Cover Memo
Public Works, July, 2021	Cover Memo

COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
JULY 2021

PLANNING AND DEVELOPMENT DIVISION

For the month of July, the Planning and Development staff processed and reviewed site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. We have adapted to doing some reviews of digital submittals of site plans and other materials.

In July, staff in conjunction with other city departments reviewed forty-one (41) submittals, which included five (5) site plan, eight (8) fence permits, twenty-one (21) sign permits, two (2) subdivision plat, three (3) cell tower, and two (2) Technical Review Committee submittals. Staff also provided multiple zoning review/verification letters.

For the Decatur Urbanized Area Transportation Study (DUATS), staff held a Technical and Policy Committee Meeting. The draft Bike Plan was approved by DUATS is available on the City's website for review at: https://www.decaturil.gov/regional-bicycle-master-plan-draft.

We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held Zoom meetings or conference calls for pending and ongoing developments.

As of last week, there were 1,744 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Memorial Health Systems led the way with 190 jobs followed by ADM with 94 jobs and HSHS St. Mary's Hospital with 64 jobs.

We are also handling the sale of City owned property and closed on one (1) more lot in July to bring the total to 41 vacant lots through the side-lot program for a total sales revenue of $25,750. 35 of the 41 vacant lots were acquired by adjacent homeowners interested in expanding their outdoor living space with the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

BUILDING INSPECTIONS DIVISION

For July, we issued a total of 163 permits with a total work value of $1,846,007. Of those, we had no permits with a value of over $200,000

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	7	$165,094
Residential Building	16	370,432
Demolition	5	29,300
Electrical	18	150,137
Mechanical	14	72,926
Plumbing	18	53,217
Roof	52	386,378
Pool	1	5,700
Fence	10	28,424
Sign	21	584,299
Temporary Structure	1	100
TOTAL	**163**	**$1,846,007**

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, demolitions, exempt activities and infrastructure projects.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- The City of Decatur continued to market and process the $1.19 million dollar Department of Commerce and Economic Opportunities (DCEO) CURE's local ES grant to assist small businesses.
- Staff continues working with Dove Financial Assistance using CDBG-CV funds to assist residents with rent/mortgages and utilities. Dove has assisted 24 households as of July 2021.
- Staff continues to work with our land bank to rehab or acquire various properties.
- Staff worked with Dove/Homeward Bound and various partners to host a Resource meeting for landlords. These funds may prevent eviction once the moratorium is lifted.
- Staff continues to work with Project READ and OKO as subrecipients for the public service funding from CDBG
- Staff met with local business owner to discuss neighborhood improvements within the OKO area.
- Staff is working with Public Works to implement a sidewalk project for the Johns Hill area.
- Staff participated in interviews for Administrative Assistant, Neighborhood Program Specialist, and temporary assistance.
- Staff received 3 proposals for the development of a Workforce Development Ecosystem.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities. Several have submitted proposals on how they can assist with the efforts within the Johns Hill project.
- City of Decatur continues to work with Community Investment Corporation of Decatur (CICD) as a sub recipient to assist small businesses with mortgage/rent and utilities. CICD has assisted 13 businesses as of July 2021.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff continues work on the IHDA Single family Rehab grant and Strong Communities Grant.
- Staff continues providing technical assistance to a local neighborhood organization who is interested in being a Community Housing Development Organization (CHDO).
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- The City has partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a new group home project. The overall project cost is about 4 million. Staff is conducting the environmental for the various funding sources.
- Staff began to canvas the Johns Hill neighborhood in preparation of the Clean up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. This could include: tree removal or planting, removal of shrubs and bushes, cutting, disposal of debris and some modest landscaping. Staff also hosted a meeting in case residents weren't reached during the canvassing on Saturday.
- Staff continues working with HUD CPD-Chicago to ensure compliance with a multi-rental complex.

- Staff met with a local lender about partnering to do work within the Johns Hill Neighborhood as a pilot program.
- Staff met with outside agencies, i.e. Dove, DMCOC dba Empowerment Opportunity Center, CICD, OKO, Shemilah Outreach, Community Foundation, SIA neighborhood group, Block by Block, 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 2021.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
JULY 2021

NEW CASES	
Health & Safety (72 Hour)	105
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	40
No Garbage Service	12
Nuisance	248
Secure of Abandoned Buildings	28
Weeds	430
TOTAL	863

DEMOLITIONS	
Year-to-Date Demolished	13
New Cases	2
Sent to Legal	2
Sent to Council	0
Out to Bid	11
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	12
Active Demolitions	202

RE-INSPECTION VISITS	
Code Enforcement	1022
Weeds	468
TOTAL	1490

GARBAGE SERVICE COMPLAINTS	
Received	5

INVOICES*	
New Invoices	302
Dollar Amount	$40362.79

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	49
Weeds	289

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	$2905.00

WEED ABATEMENT	
Contractor Mowed	355
Owner Mowed	81
TOTAL	436

* 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
2021-08

August 9, 2021

TO: Scot Wrighton, City Manager

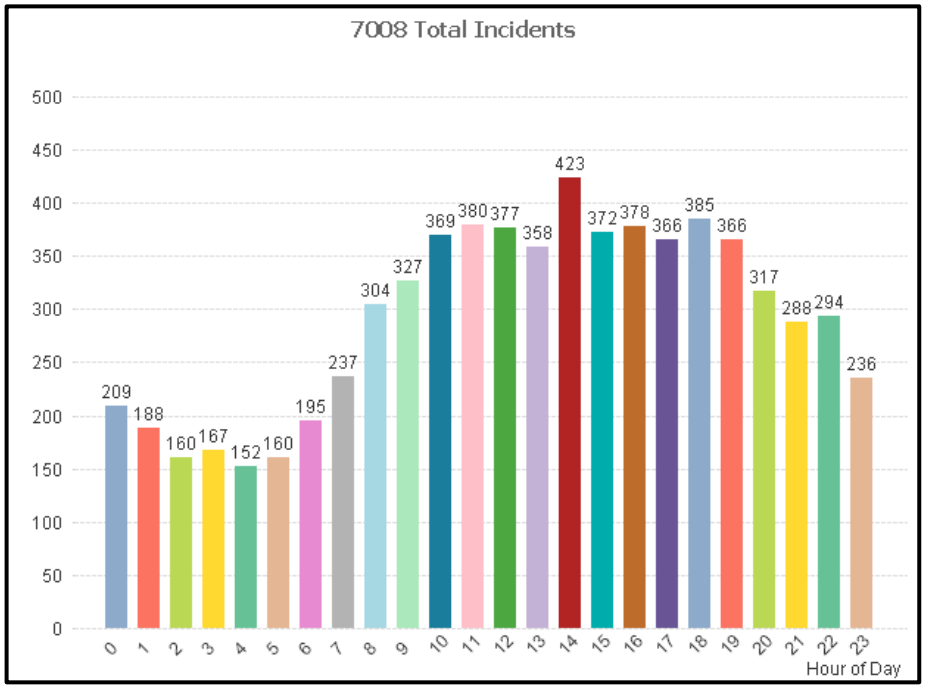
FROM: Jeff Abbott, Fire Chief

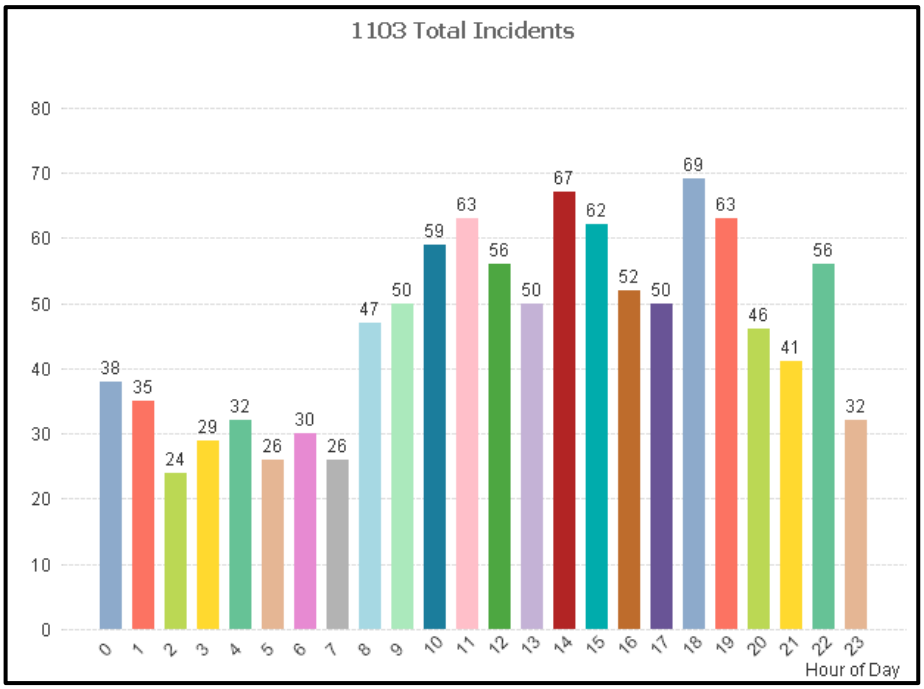
RE: Monthly Report – July 2021

The department responded to 1103 alarms in July. The total number of alarms in 2021 is 7008. That is 602 alarms more than this time last year. The apparatus issues are a reoccurring problem, as the reserve apparatus continues to break down while the front-line apparatus is already in the shop for repairs. Two new pumpers are being requested in August, but they will not be delivered, if approved, until at least July of 2022. We hope to have the repaired ladder truck back from Pierce in September.

Station 3 is nearing completion, and the plan is to have it open in late August. The station 7 project is out for bid, and the bids should be back in August so that the project can go for council approval.

Three new probationary firefighters have been hired. They will attend the September IFSI Academy. The new employees will bring the department's staffing to 106. The authorized strength of 109 counts the three fire inspector positions that are still vacant.





TRAINING:

Monthly EMS training through the Target Solutions training site: EMS Myths and Realities of Drug Seeking Behavior (Advanced), EMS Behavioral Emergencies (Advanced), EMS Protocol Review: G03-Behavioral Emergencies, Adult Intraosseous Care Guidelines, Use of Restraints Care Guidelines.

SOP/SOG review through the Target Solutions training site: D-104 Training (Education and Schools), E-123 Rehabilitation during Emergency Operations, E-130 On Scene-Post activity Decontamination, E-118 Aerial Truck Operations.

All companies reviewed and discussed High Rise Procedures covered in SOG E-112.

All companies completed Truck Ops – High Rise-Stand Pipe Drill at the MCLETC.

Company Officer Training Consisted of How to Read a Building which focused on building construction, conditions that contribute to fire spread and conditions that contribute to building collapse. The five types of building construction, construction materials and how they are impacted by fire conditions.

FIRE PREVENTION: NO REPORT

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2021
July

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Cross trained a second IT resource to edit and publish the weekly City news video's hosted by City Manager. A copy of each is made available to play on government cable channel 18.
- A new product is being added to our Cyber Security tool set to better monitor device/host activity.
- Replacing all traditional phone service lines in elevators with a more reliable digital connectivity service. This will reduce the cost of these connections overall.
- The State of Illinois upgrade from LEADS 2000 to LEADS 3.0 completed in July. Minor interface issues with parsing data in different systems is expected to be complete in August.
- New cellular gateways have been purchased improve connectivity to 16 traffic controllers throughout the City providing a better connectivity model for the management of these controllers.
- Executed agreements with Sunna Fiber to utilize City Fiber for connectivity to the Illinois Century Network.
- Materials remain on backorder for the City Fiber Extension project. Still do not have a delivery date so underground conduit work can begin.
- Upgrade testing for Tyler MUNIS (City Electronic Resource Planning System) to Version 2019 continues and the onboarding process to the new system engagement design is nearing competition.
- Upgrading Crystal Reports Software used by MUNIS ERP system for compatibility in version 2019.
- IT was engaged to assist with installing a new Fuel distribution system for Municipal Services and Lake locations. The system is manufactured by SynTech and will be scheduled for install after backordered fuel pumps arrive on site. IT will assist with database, pump connectivity and reporting to the City finance system.
- In July, IT processed 67 Help Desk tickets, resolving 41 on the initial call (61.2% First Call Resolution Rate). Goal is to resolve at least 50% of all Helpdesk calls at the first point of contact with IT. Four support ticket surveys were returned concerning the support experience and each was ranked as exceptional service.

DECATUR ILLINOIS POLICE DEPARTMENT

TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

FROM: Shane Brandel

RE: July 2021 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month staffing was 142. Current staffing for the Decatur Police Department is as follows:

Position	Current	
Police Chief	1	
Deputy Chief	1	
Police Lieutenant	5	
Police Sergeant	17	
Police Patrol Officer	118	
TOTAL	142	Budgeted: 148

14 of the 142 are either at the Police Training Academy or in the Field Training Program

Zero retirements expected in August.

Civilian-Non Sworn Police Staffing

At the end of month staffing was 14. Current civilian staffing for the Decatur Police Department is as follows:

Position	Current
Administrative Secretary	1
Crime Analyst	2
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	2
Part-time FOIA Officer	2
Community Liaison Officer	4
Total	14

PATROL DIVISION

Function	Month	YTD
Community Meetings	0	6
Directed Patrols	11	127
Active Problem Oriented Policing Projects	0	1
Completed Problem Oriented Policing Projects	0	1
Parking Citations	45	302
Criminal Arrests	333	2142
Felony Drug Arrests	19	147
Firearms Seized	18	113
Traffic Citations	393	3470
Field Interviews	126	1209
Written Warnings	148	1376
Calls for Service/CAD incidents	4617	29560
Unlawful use of Motor Vehicle tows	77	148
Driving Under the Influence Arrests (DUI)	29	191
DUI involving accidents	9	62
Fatal Accidents	2	7
Traffic Accidents	217	1437
Accidents with Personal Injury	54	270
City Ordinances Arrests	10	76

Distracted Driving Enforcement- Electronic Communication Device Citations:

State Citations	YTD	Warning Citations	YTD
3	110	0	10

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

Drug	Amount	YTD Seizure	Street Value
Cannabis	1481 grams	6464 grams @ $10-gram	$64,640
Cocaine-Powder	173 grams	602 grams @ $100-gram	$60,200
Cocaine-Crack	118 grams	157 grams @ $100-gram	$15,700
Heroin	409 grams	568 grams @ $300-gram	$170,400
Ecstasy	0 hits	315 hits @ $20 hit	$6,300
Meth	191 grams	2247 grams @ 100-gram	$224,700
K-2/Pills:	0	1095	

Search Warrants: 3 YTD: 28
US Currency Seized: $57,513 YTD: $180,615
Firearms seized: 10 YTD: 48
Vehicles seized: 0 YTD: 2

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 81	YTD: 585
Cases closed/resolved: 50	YTD: 334
Criminal Arrests: 31	YTD: 193
Homicides: 3	YTD: 4
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 0	YTD: 4
Missing Person Investigations: 8	YTD: 49
Computer forensic Exams: 14	YTD: 474

Crime Analysis Unit and Investigations:
Sex Offender Registrations: 100 YTD: 840

Freedom of Information (FOIA)

The Professional Standards Unit received 237 Freedom of Information Act requests for the month.

Total requests YTD in 2021 is 1,727.

U.S. Marshall's Great Lake Task Force

Felony Arrest:	26	YTD: 170
Misdemeanor Arrests:	1	YTD: 7
Total:		TTD: 177

Public Works Department
Monthly Report
July 2021

Engineering:

2021 Water Main Replacement Project:

Month Activity: Burdick completed work on Rea's Bridge Road and is have installed 75% of the main on Greenswitch. Work is expected to continue on Greenswitch with testing and services during August.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations.

The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of water main on Rea's Bridge Rd near the bridge across Lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Lead time for pipe is now 8 to 12 weeks when historical lead time was 2 to 3 weeks.

2021 Local Motor Fuel Tax Street Project:

Month Activity: Concrete work was completed in July, paving on Marietta and Country Trail is scheduled to be completed in August.

Project Background: The project was designed and advertised by Engineering staff on January 27, 2021 with bids received on February 18, 2021. The project was approved on March 1, 2021 to Dunn Company as the lowest responsive bid. Dunn has completed Nelson and the 34th and

Prairie Area.

2021 State Motor Fuel Tax - Asphalt

Month Activity: The preconstruction meeting with Dunn was held on July 27, 2021. Work is expected to begin August.

Project Background: The project was designed and advertised by Engineering staff on June 2, 2021 with bids received on June 16, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on July 6, 2021.

2021 State Motor Fuel Tax – Concrete and Brick

Month Activity: The preconstruction meeting with Kinney was held on June 22, 2021. Work is expected to begin August.

Project Background: The project was designed by Engineering staff and advertised on May 12, 2021 with bids received on May 24, 2021. Kinney Co had the lowest responsive bid, the contract was approved on June 7, 2021. The project includes concrete patching on Airport Rd north of Rt 36, MacArthur north of Ash, and 27th St North of Kile. It also includes repair of Main St between Oakland and Fairview.

Country Club Road Reconstruction Project:

Month Activity: The project was designed and advertised by Engineering staff on July 7, 2021 with bids received on June 21, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on August 2, 2021.

Center Street Bridge Replacement:

Month Activity: Work has continued with the construction of the piers, the contractor continues

to have issues with the water level in in Stevens Creek but is scheduled to complete all work to be ready for beams in August.

Project Background: The design was completed by WHKS with bids received by IDOT on March 5, 2021. The bids were higher than the engineer's estimate and the City Council approved concurrence on April 5, 2021 to approve Sangamo's bid for $1,595,148.92. IDOT awarded the Bid to Sangamo in April and the preconstruction was on April 28, 2021. Construction started in May of 2021. Sangamo removed the existing structure and build the low water level river crossing for construction on the new structure. Sangamo has completed both abutments and the construction of the coffer dams for the center piers.

2021 Trenchless Long Lining

Month Activity: The project was designed and advertised by Engineering staff on July 14, 2021 with bids received on August 4, 2021. The project is located at various locations around town using scoring determined by the City's CCTV program. The City received three bids with Insituform providing the lowest responsive. The project is scheduled to be presented for approval on August 16, 2021.

2021 Storm Drainage Improvement Project

Month Activity: The project was designed and advertised by Engineering staff on June 14, 2021 with bids received on July 8, 2021. The project is at various locations in need of repair or improvement. The City received three bids with Entler Excavating providing the lowest responsive. The project was awarded by City Council to Entler Excavating on July 19, 2021.

2021 CDBG Sidewalk Improvement Project

Month Activity: The project was designed and advertised by Engineering staff on July 26, 2021

with scheduled to be received on August 11, 2021. The project will repair sidewalks to ADA standards on Wood St, Jasper St, and Cantrell St around the perimeter of the Johns Hill Neighborhood Project. The project is scheduled to be presented for approval on August 16, 2021 or September 7, 2021.

MUNICIPAL SERVICES MONTHLY DATA 07/01/2021 – 07/31/2021

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sewers Root Cut	20,425 lin. ft.	64 hrs.	
Catch Basins Repaired	5 each	34 hrs.	
Catch Basins Pumped	58 each	52 hrs.	
Jetting for Backups	0 lin. ft.	0 reg. hrs.	
Ditches Cleaned	0 lin. ft.	0 hrs.	
72 Hour Cleanups	36 each	183 hrs.	
Home Secures	9 each	22 hrs.	
Sidewalks	0 each.	0 hrs.	
Snow Fence Installation	0 lin. ft.	0 hrs.	
Special Projects	2 each	596.5 hrs.	
S & S Utility Cuts Pavement	each	hrs.	
S & S Utility Cuts Sidewalk	each	hrs.	
WD Cuts Driveway	0 each	0 Hrs.	
WD Cuts Pavement	27.7 sq. yd.	53 hrs.	
WD Cuts Sidewalk	158 each	24 hrs.	

WD Cuts Brick Streets	0 each	0 Hrs.	
Street Repairs Asphalt	107 sq. yd.	75.5 hrs.	
Potholes Patched	984 each	219.5 hrs.	
Alley Grading	Rt.'s	hrs.	
Street Sweeping	326.2 miles	162.5 hrs.	
Signs Made	43 each	16 hrs.	
Signs Repaired	33 each	16 hrs.	
Signs Installed	27 each	16 hrs.	
Decals Made	6 each	6 hrs.	
"Special" Signs Made	each	hrs.	
Striping / Paint	105,374 lin. ft.	hrs.	
Tree Trimming	46 each	N/A	
Tree Removals	0"	N/A	
Storm Damage	N/A	113 Hrs.	
Stump Removals	2 each	N/A	
Mowing State Routes	N/A	168 Hrs.	
Mowing City ROW's	N/A	205.5 Hrs.	
Mowing City Lots	N/A	41 Hrs.	
Street Light Maintenance	N/A	24 Hrs.	
Traffic Signals Repair	N/A	123 Hrs.	
Sirens	N/A	44 Hrs.	
Fleet Equipment Availability	95.76%	840.44 hrs.	

Water Production Division
Monthly Activity Report
July 2021
(Updated information in bold text)

Lake Decatur Landscape Maintenance: **The native plant site at Lake Shore Drive and M. L. King Jr. Drive was mowed to reduce weed growth.**

Lake Decatur Raw Water Intakes and Pump Station Study: Crawford, Murphy & Tilly, Inc. completed this study in January.

Lake Decatur Water Level: **Lake Decatur was maintained at an average elevation of 614.1 feet (99% full) which is on target for July.**

Lake Decatur Watershed Management Plan: Northwater Consulting is awaiting the results of the 2020 IEPA Section 319 grant application, preparing the 2021 USDA Regional Conservation Partnership Program (RCPP) and 2021 IEPA Section 319 grant applications, continuing implementing the watershed water quality monitoring network and completing the Lake Decatur Bluffs sub watershed plan. A lake sedimentation survey including the sediment traps is tentatively scheduled for this fall.

Oakley Sediment Basin Management: Clarkson Farm cultivated approximately 30 acres of the basin's interior and planted cereal rye in November 2020. **The cereal rye may not be harvested due to severe weed infestation.**

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. **One accident (where a boat hit a submerged object) and no OUIs occurred this month.**

3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99% of the engineering and construction bid specifications. **Based on the City Council's July 12th review of the Water Utility Long Term Sustainability Plan, this project was restarted so that an advertisement for bids can occur later this year. The City Council will review the bids after they are received. Construction would begin only after formal authorization by the City Council.**

Water Production: Continued analyzing water quality samples for the Lake Decatur Watershed Management Plan monitoring network. 636.1 million gallons of potable water were pumped into the water distribution system which was 3.4% more than July 2020.

July 2021

Water Services:

Staff repaired 2 water main failures, 24 water services, 15 system valves and 6 fire hydrants. Inspected 4 system valves, 4 fire hydrants, painted 60 fire hydrants and completed 1,100 Utility Billing service orders and 20 miscellaneous distribution system orders.

Crews flushed 32 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. Staff also assisted with the 2021 Water Main Replacement Project testing and inspection.