



**Monday, August 5, 2024
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 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 July 15, 2024 City Council Meeting

IV. Unfinished Business

V. New Business

1. Ordinance Rezoning Property from R-1 Single Family Residence District to M-2 Heavy Industrial District - 4148 East Faries Parkway
2. Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc., to Provide Preliminary Engineering Services for the Lost Bridge North Basin and Florian Basin Inflow and Infiltration Reduction Project, City Project 2017-02
3. Resolution Authorizing a Professional Services Agreement with Paul's Machine and Welding Corp., to Provide Engineering, Labor and Material to Rebuild the Sluice Gate Hoist Machinery Frame for the Lake Decatur Dam North Sluice Gate
4. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Buildings Located at 436 N. Main (Former YWCA)
5. City Manager Update
6. 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 Appointment - Decatur Housing Authority
- B. Receiving and Filing of Minutes of Boards and Commissions
- C. Resolution Accepting the Bid Price of Larry H. Miller Ford for the Purchase of Two (2) Ford F-550 KUV Service Trucks
- D. Ordinance Annexing Territory 2340 Highland Road
- E. Resolution Authorizing City of Decatur to Accept Proposal from G & H Marine, Inc. for Dock Removal and Additional Boat Slip

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of July 15, 2024 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of July 15, 2024 City Council Meeting

Executive Summary

CITY COUNCIL MINUTES
Monday, July 15, 2024

On Monday, July 15, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe recognized the following student ambassadors traveling to Tokorozawa, Japan this summer: Jacob White, Sean Hackl, Salvatore Sassano, Andrew Frankovich and Elyse Harding. Mayor Moore Wolfe presented the students with Stephen Decatur medallions and Maki Ostrander with Decatur Sister Cities provided the students with certificates.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Jon Grubb and Jim Taylor.

Council members responded to citizens' comments.

The minutes of the July 1, 2024, 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 Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Gleason presented the Treasurer's Financial Report.

Ms. Ruby James, Director of Finance, gave an update on the budget.

R2024-268 Resolution Authorizing the Purchase of Cellebrite Premium for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Lieutenant Scott Rosenbery with the Decatur Police Department gave an overview of the Resolution and answered questions from Council members regarding data extraction.

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

City Manager Gleason noted that there will be a City Manager Update on every City Council agenda moving forward.

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

R2024-104 Item A. Ordinance Annexing Territory 2943 Lakeland Road

R2024-105 Item B. Ordinance Annexing Territory 3040 Turpin Road

R2024-269 Item C. Resolution Authorizing a Consolidated Rail Infrastructure and Safety Improvement Grant Agreement for Construction Engineering Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks

R2024-270 Item D. 2024-98 Resolution Authorizing a Grant Agreement with the Federal Railroad Administration for a 16 million railroad crossing elimination (RCE) Grant for the construction of the Brush College/Faries Parkway Grade Separation Project

R2024-271 Item E. 2024-99 Resolution Authorizing the City Manager to Sign Loan Documents for the Public Water Supply Loan Program for the South Water Treatment Plant Electrical Improvements, Project Number 2022-18

R2024-272 Item F. 2024-100 Resolution Regarding Action Regarding Unsafe Structures

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

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

Mayor Moore Wolfe announced the engagement of Councilman Pat McDaniel and Director of Finance, Ruby James.

Councilman David Horn spoke about water shut offs during excessive heat warnings, revisiting the animal cruelty ordinance, asbestos remediation and demo costs for the YWCA, and surrounding municipalities considering marijuana dispensaries.

Council members held a discussion regarding marijuana dispensaries.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:01 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to M-2 Heavy Industrial District - 4148 East Faries Parkway

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance
PC Minutes	Backup Material
PC Case Packet	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-15

July 18, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to M-2 Heavy Industrial District - 4148 East Faries Parkway

SUMMARY RECOMMENDATION: Staff recommends approval of the ordinance for rezoning. The surrounding zoning districts include M-2 Heavy Industrial district to the north, west and east and undeveloped land zoned R-1 Single Family Residence District to the south. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The proposed M-2 zoning would be compatible and consistent with the surrounding zoning and uses and has been for several years.

The City Plan Commission voted 7-0 to recommend approval of both petitions at the July 11, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is currently an approximately 16.3-acre site with railroad spurs and rail car loading facility owned and operated by Archer-Daniels-Midland Company. The subject site is currently zoned R-1 Single-Family Residence District.

The subject site was recently annexed into the City limits and the property was automatically zoned to R-1 Single Family Residential District in accordance with Section IV.C.3. of the City’s Zoning Ordinance. ADM is requesting rezoning the site to M-2 Heavy Industrial District in harmony with how the site has and is currently being used.

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 Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-2 HEAVY INDUSTRIAL DISTRICT
- 4148 EAST FARIES PARKWAY -**

WHEREAS, on the 11th day of July 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of ARCHER-DANIELS-MIDLAND COMPANY, to rezone premises legally described as:

Commencing 2.45 chains North of the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 16 North, Range 3 East of the Third P.M., thence North 6.30 chains, thence West 5 chains, thence South 3.34 chains, thence East 1.75 chains, thence Southeasterly 4.56-1/2 chains to the place of beginning. Situated in Macon County, Illinois.

PIN: 04-13-05-303-008

Lot 3 of Clark's Subdivision of a part of the E $\frac{1}{2}$ NW $\frac{1}{4}$, Section 5 and a part of the F. $\frac{1}{2}$ SW $\frac{1}{4}$ Section 5, all in T. 16 N., R. 3 E, of the 3rd P.M. as recorded in Book 300 Page 72 of the Records in the Recorder's Office of Macon County, Illinois, except the North Five Acres.

PIN: 04-13-05-376-001

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby rezoned from R-1 Single Family Residence District to M-2 Heavy Industrial District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, July 11, 2024
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 11, 2024, 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 Chairwoman Susie Peck who determined a quorum was present.

Members Present: A.G Webber, Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver, Susie Peck

Members Absent: Maurice Payne, Jim Schwarz

Staff Present: Greg Crowe, Deanna Buck, Amanda Wiese

II. Approval of Minutes of the June 6, 2024, City Plan Commission Meeting

It was moved and seconded (Andrew Taylor/Matt Naber) to approve the minutes of the June 6, 2024, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 24-15 Petition of ARCHER-DANIELS-MIDLAND COMPANY, to rezone the properties located at 4148 E FARIES PARKWAY from R-1 Single Family Residence to M-2 Heavy Industrial District.

It was moved and seconded (Andrew Taylor/Matt Naber) to forward Case No. 24-15 to the City Council with a recommendation of approval as set forth in the staff report.

Greg Crowe discussed 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).

Upon call of the roll, Commission members A.G Webber, Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Josh Prasun / Matt Naber) to adjourn the meeting.

Upon call of the roll, Commission members A.G Webber, Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver, Susie Peck voted aye.

Chairwoman Susie Peck declared the meeting adjourned at 3:03 P.M.

James Schwarz, Secretary, Decatur City Plan Commission

STAFF REPORT

Decatur City Plan Commission

Hearing Date July 11, 2024
Case No. 24-15
Property Location 4148 East Faries Parkway
Request Rezoning from R-1 Single Family Residence to M-2 Heavy Industrial District
Petitioner Archer-Daniels-Midland Company
Representative Jeff Deright

BACKGROUND

The subject site is currently an approximately 16.3-acre site with railroad spurs and rail car loading facility owned and operated by Archer-Daniels-Midland Company. The subject site is currently zoned R-1 Single-Family Residence District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Employment/ADM	R-1	Employment
North	Employment/ADM	M-2	Employment
South	Undeveloped	R-1	Employment
East	Employment/ADM	M-2	Employment
West	Employment	M-2	Employment

PROJECT DESCRIPTION

The subject site was recently annexed into the City limits and the property was automatically zoned to R-1 Single Family Residential District in accordance with Section IV.C.3. of the City's Zoning Ordinance. ADM is requesting rezoning the site to M-2 Heavy Industrial District in harmony with how the site has and is currently being used.

STAFF ANALYSIS

The surrounding zoning districts include M-2 Heavy Industrial district to the north, west and east and undeveloped land zoned R-1 Single Family Residence District to the south. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The proposed M-2 zoning would be compatible and consistent with the surrounding zoning and uses and has been for several years.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 24-15 to the City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Economic and Community Development Department, City of Decatur.

Greg Crowe
City Planning and Development Consultant

ATTACHMENTS

1. Petition
2. Location Map



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

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Archer-Daniels-Midland Company				
Address	4666 E Faries Parkway				
City	Decatur	State	IL	Zip	62526
Telephone	217-791-8715	Fax	NA	E-mail	Justin.Onken@adm.cor
Property Owner	Archer-Daniels-Midland Company				
Address	4666 E Faries Parkway				
City	Decatur	State	IL	Zip	62526
Telephone	217-791-8715	Fax	NA	E-mail	Justin.Onken@adm.cor
Representative	Jeff Deright				
Address	4666 E Faries Parkway				
City	Decatur	State	IL	Zip	62526
Telephone	217-791-8715	Fax	NA	E-mail	deright@adm.com

SECTION TWO: SITE INFORMATION

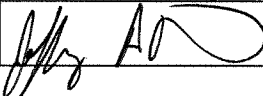
Street Address	4148 E Faries PKWY Decatur, IL 62526 and adjacent ADM parcel				
Legal Description	See attached document. Parcel ID: 04-13-05-303-008 Parcel ID: 04-13-05-376-001				
Present Zoning	☒ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO					
Please list all improvements on the site:			Rail spurs and rail car loading facility.		
Size of Tract	14.13 & 2.1 ☐ SF ☒ AC				

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☒ M-2	☐ M-3	☐ PMR-1		
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
The two adjacent parcels were recently annexed into the City and were automatically rezoned pursuant to city code. Petitioner seeks to rezone these parcels to their correct zoning classification as they were before annexation.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
These parcels were not meant to be zoned residential and were only the result of city code. This rezoning returns them to their proper zoning classification for their use.

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 6/6/24

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.	

OFFICE USE ONLY	
Date Filed	
By	

Rezoning Petition Addendum

Properties Address: 4148 E FARIES PKWY DECATUR, IL 62526

Legal Description: Commencing 2.45 chains North of the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 16 North, Range 3 East of the Third P.M., thence North 6.30 chains, thence West 5 chains, thence South 3.34 chains, thence East 1.75 chains, thence Southeasterly 4.56-1/2 chains to the place of beginning. Situated in Macon County, Illinois.

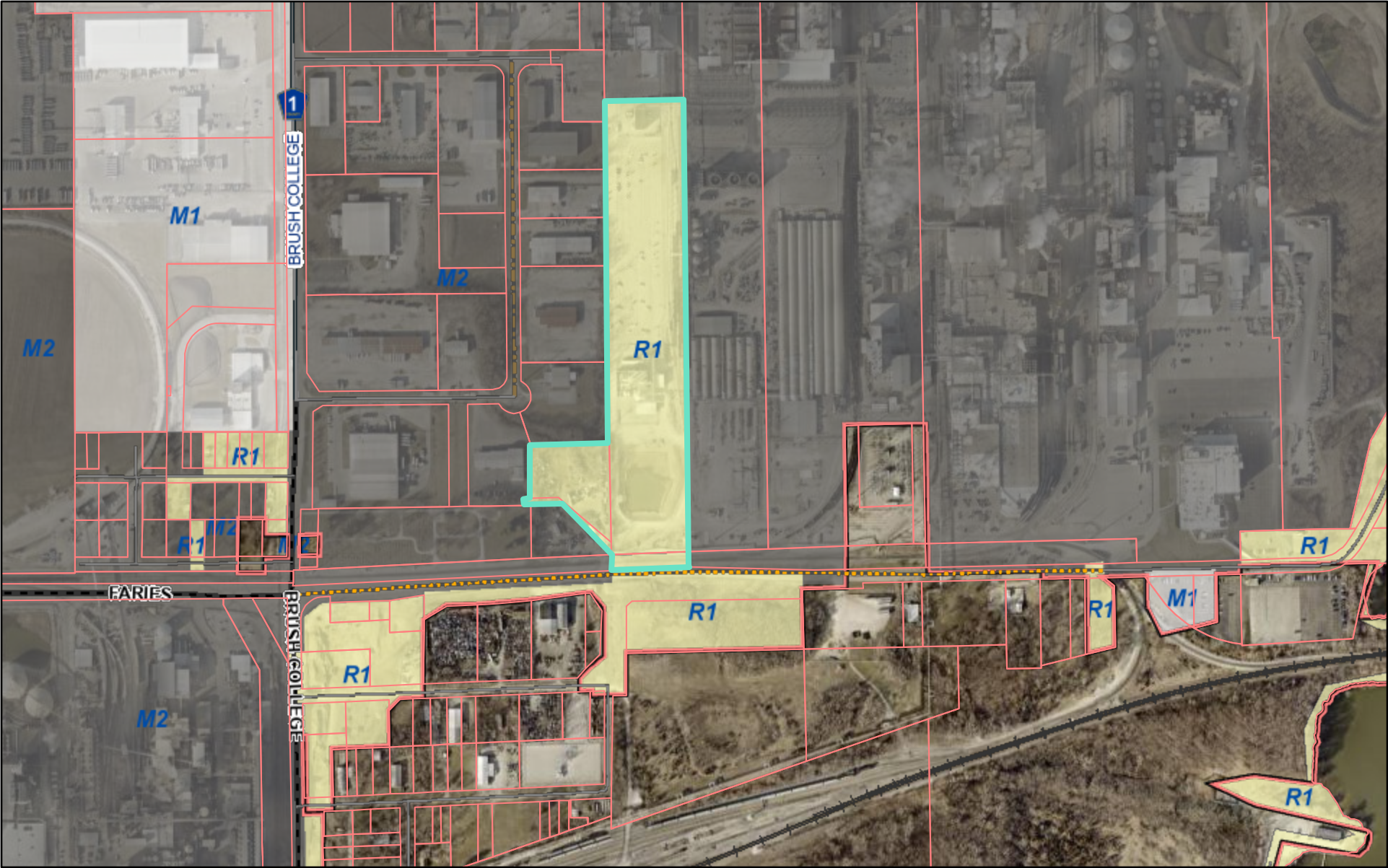
Parcel ID#: 04-13-05-303-008

Properties Address: Lot West of 4152 E. Faries Parkway.

Legal Description: Lot 3 of Clark's Subdivision of a part of the E. $\frac{1}{2}$ NW $\frac{1}{4}$, Section 5 and a part of the F. $\frac{1}{2}$, SW $\frac{1}{4}$, Section 5, all in T. 16 N., R. 3 E, of the 3rd P.M. as recorded in Book 300 page 72 of the Records in the Recorder's Office of Macon County, Illinois, except the North Five Acres.

Parcel ID#: 04-13-05-376-001

PC Case 24-15 - 4148 E Faries Parkway



7/2/2024, 11:41:23 AM

Road Classifications

--- Industrial

--- Arterials

--- Collectors

Roads (small scale)

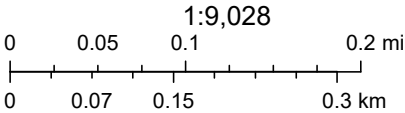
--- Arterial

--- Residential

County Highway

<all other values>

Railroad Tracks



Public Works

DATE: 7/25/2024

MEMO: 2017-02

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager

Matt Newell, P.E., Public Works Director

Paul Caswell, P.E., City Engineer

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc., to Provide Preliminary Engineering Services for the Lost Bridge North Basin and Florian Basin Inflow and Infiltration Reduction Project. City Project 2017-02

SUMMARY RECOMMENDATION: It is recommended that the City Council approve, and that the Mayor be authorized to execute a Resolution authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc (CMT) to provide preliminary engineering services for the Lost Bridge North and Florian Basin Inflow and Infiltration Reduction Project for a total fee not to exceed \$37,120.

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 Sewer Separation Project will address sanitary sewer priorities 2, 3, and 4.

BACKGROUND:

US EPA Administrative Consent Order Status

In accordance with the Administrative Consent Order the City entered into with the US EPA, the City prepared a

Sanitary Sewer Collection System Alternatives Analysis (SCSAA). This report identified the four top priority areas of the City experiencing high inflow and infiltration during storm events. It should be noted that these are not the only areas in the City with high rain induced sewer problems, but these are the four highest priority areas.

1. North Lost Bridge Area
2. Florian Avenue Area
3. Grand and Oakland Area (Basin 5&6 in the SCSAA)
4. Ellen / Division Area

The Lost Bridge North and Florian areas are identified in the SCSAA due to their history of wet weather Sanitary Sewer Overflows (SSOs) in resident basements and at manholes. The predominant cause of the SSOs is from leaky sewer mains, service laterals and manholes that allow storm water to enter and flood the sanitary sewer system. The industry term for this is inflow and infiltration (I&I).

The current SCSAA was submitted to US EPA on November 30, 2017. The plan has not yet received final approval; however, following discussions with the City Council in the fall of 2020, it was determined to move forward in addressing these top priority sewer problems.

The table below provides the project status of each priority area.

	Project Name	Preliminary Design	Final Design	Construction
1	North Lost Bridge Area	Completed in 2017	Est. Start in 2024	Est Fall 2025
2	Florian Ave Area	Completed in 2017	Est. Start in 2024	Est Fall 2025
3	Oakland and Grand Area	Completed in 2022	In Progress	Bid late 2024
4	Ellen and Division Area	Completed in 2018	Completed in 2022	Complete

Lost Bridge North Basin

The Lost Bridge North Basin limits are shown on Exhibit A, the basin includes approximately 8.5 miles (44,880 feet) of sewer and 171 manholes serving 620 parcels.

Florian Basin

The Florian Basin limits are as shown on Exhibit B, the basin includes approximately 4 miles (21,120 feet) of sewer and 90 manholes serving 470 parcels.

Illinois Environmental Protection Agency (IEPA) State Revolving Loan Program

It is recommended that the City pursue a low interest loan through the IEPA to fund the I/I reduction work in these basins. The IEPA Wastewater and Drinking Water loan programs provide low-interest loans through the State Revolving Fund (SRF). The SRF includes two loan programs: the Water Pollution Control Loan Program (WPCLP) which funds both wastewater and storm water

projects, and the Public Water Supply Loan Program (PWSLP) for drinking water projects. The current year loan interest rate is 1.81%.

Professional Service Agreement

CMT was originally selected in 2017 through a competitive proposal process to prepare engineering reviews of the two drainage areas and recommend the needed improvements to the system. These were completed in 2018.

The professional services proposed by CMT will provide loan assistance services to prepare the documents required by the IEPA to initiate the State Revolving Fund process. The IEPA requires a Project Plan and Environmental signoffs to be reviewed and approved by March 31 prior to being approved for funding. The review typically requires three to six months. The IEPA publishes the approved project as part of the State's fiscal budget process in July. Staff recommends proceeding with the necessary submittals to IEPA with the goal of receiving approval for funds after July of 2025. Revolving Loan Funding requests, in recent years, have exceeded the amount of funds available. The City may be delayed or deferred until funds are available. Project approval does not require the City to use the funds.

A separate professional service agreement for final design services is expected to be ready for City Council consideration in late 2024. The 5-year capital improvement plan includes funds for this project, the construction is currently estimated at 14 million dollars for the rehabilitation of both areas.

LEGAL REVIEW: The Professional Services Agreement was reviewed and approved on July 17, 2024

PRIOR COUNCIL ACTION:

See Appendix A.

POTENTIAL OBJECTIONS: NONE

INPUT FROM OTHER SOURCES:

CMT, Illinois Environmental Protection Agency

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The professional services agreement with CMT, is for \$37,120. Funding for this

project is budgeted for in the Sanitary Sewer Fund.

Staffing Impact: Staff time is allocated to manage the project.

ATTACHMENTS:

Description	Type
Resolution Approving Professional Services Agreement CMT 2017-02 w Exhibit 1	Resolution Letter
Appendix A	Backup Material
Location Maps	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC., TO PROVIDE PRELIMINARY ENGINEERING SERVICES FOR THE LOST BRIDGE NORTH BASIN AND FLORIAN BASIN INFLOW AND INFILTRATION REDUCTION PROJECT. CITY PROJECT 2017-02

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

Section 1. That the Professional Services Agreement to provide preliminary engineering services for the Lost Bridge North Basin and Florin Basin Inflow and Infiltration Reduction Project, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Crawford, Murphy, and Tilly, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Crawford, Murphy, and Tilly, Inc., for a fee not to exceed \$37,120.

PRESENTED and ADOPTED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
THE LOST BRIDGE NORTH AND FLORIAN BASIN PROJECT PLAN
CITY PROJECT 2017-02

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

CRAWFORD, MURPHY & TILLY, INC.,

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary

limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to

the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.

- d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid

Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. 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 Consulting Engineer for all services rendered under Section II Phases A through F on a Time & Expense basis, not to exceed the amounts indicated in Exhibit A-Scope of Work. Consulting Engineer shall invoice for work completed using the hourly rate schedule included in Exhibit H.

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10 .
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. 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 Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. 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 Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

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

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

DATED this _____ day of _____, 2024

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FORM

By: Christina Crites

SCOPE OF PROFESSIONAL SERVICES TO PREPARE A STATE REVOLVING FUND (SRF) PROJECT PLAN FOR LOST BRIDGE NORTH (TA_3N) AND FLORIAN (TA_6) BASINS SEWER REHABILITATION

SRF Loan Assistance Description of Work

- Provide assistance and guidance to Decatur Public Works staff to submit a project plan report with the intent of obtaining an SRF Loan through the Infrastructure Financial Assistance Section (IFAS). The goal is for this sewer rehabilitation project (sewer mains, manholes and lower laterals) to be eligible for the Fiscal Year 2026 (starting July 1, 2025) Intended Use Plan (IUP) issued by IEPA – IFAS, typically in the month of June as a draft.
- For the required project plan, revisit the Preliminary Opinion of Probable Project Costs (OPPC) from the 2017 SSAA and develop an updated OPPC.

The **Scope of Services** for the Lost Bridge North and Florian Basins shall consist of the following tasks.

1. **Funding Nomination Form (FNF).** Prepare a project Funding Nomination Form meeting the requirements for obtaining an SRF Loan. Submit a Funding Nomination Form on or before March 31, 2025. Also included is preparing the Authorization of Representative to Sign Loan Documents form.
2. **Project Plan Report.** Prepare a project plan meeting the requirements for obtaining an SRF Loan. These requirements are found at 35 Ill. Adm. Code Section 662.320. The *Project Planning Submittal Checklist* shall be completed as part of Project Planning. Engineer will assist City with the completion of the forms required to be submitted in conjunction with the Project Plan, including the following.
 - a. Project Planning Checklist
 - b. Existing User Charge and O, M & R certification sheet
 - c. Project Planning Verification of Cost and Effectiveness Analysis
 - d. Preliminary Environmental Impacts Determination (PEID).
 - e. Prepare updated opinions of probable project cost.
3. **IEPA Loan Applicant Environmental Checklist.** Obtain the required environmental signoffs (IDNR-SHPO, IDNR-Threatened & Endangered Species, US Army Corps of Engineers, IDNR-Office Water Resources, & IDOA) for the project and complete the *IEPA Loan Applicant Environmental Checklist* for City signature. Assist with preparing and obtaining the following:
 - a. Project Environmental Impact Determination (PEID) Categorical Exclusion
 - b. Advertisement of PEID for 10 day comment period

Services to be performed by the City of Decatur

1. Public notifications.
2. Provide Engineer with data and information as needed for the completion of the Project Plan.

Not Included in Scope of Services

- Water Rate Studies
- Review of existing bond ordinances
- Consultation with Tribal Historic Preservation Office and subsequent cultural resources survey (this assumes there are no impacts to historic properties within the project area)

Note

SRF Loan rules, forms, procedures, requirements periodically change and sometimes without notice. Our scope of services above has made the best attempt to match the SRF Loan requirements as of the date of submittal of this proposal/contract.

End of Scope of Services

Project Planning Engineering Fee = \$37,120.

CRAWFORD, MURPHY & TILLY, INC.																		Prep By	
CONTRACT ATTACHMENT - EXHIBIT A - 2024 PROFESSIONAL SERVICES COST ESTIMATE																		DATE	07/18/24
CLIENT CITY OF DECATUR, IL																			
PROJECT NAME LOST BRIDGE AND FLORIAN BASINS - SRF PROJECT PLAN																		Approved by	
CMT JOB NO. TBD																		DATE	07/18/24

TASK NO.	TASKS \ CLASSIFICATIONS	Principal	Proj Mgr II	Proj Eng II	Scientist I	Proj Mgr I	Proj Eng I	Sr. Architect I	Sr. Structural Eng I	Sr. Technician II	Aerial Mapping Specialist	Sr. Eng I	Sr. Structural Land Surveyor	Technical Manager II	Sr. Technician I	Eng I	Arch I	GIS Specialist	Sr. Planner I	Envr Scientist I	Envr Technician I	Planner I	Envr Scientist II	Proj Admin Asst	Tech Mgr I	LABOR SUMMARY		
CURRENT YEAR 2024 HOURLY RATES			\$290		\$280			\$240		\$225		\$200		\$195		\$195		\$180		\$175		\$175		\$150		\$125		TOTAL
1	Prepare SRF Funding Nomination Form (FNF)							4												8		8				12		
2	Prepare SRF Project Plan Report							24										8		48					16	96		
3	Complete SRF Loan Environmental Checklist Items							16												40					16	72		
4	Project Management and Coordination							16																		16		
5																												
6																												
7																												
8																												
9																												
10																												
11																												
12																												
13																												
14																												
15																												
TOTAL MAN HOURS								60									8		96					32		196		
SUBTOTAL - BASE LABOR EFFORT								\$14,400									\$1,400		\$16,800					\$4,000		\$36,600		

TASKS (CONTINUED)	TOTAL LABOR EFFORT	TRAVEL MILEAGE	MEALS & LODGING	DIRECT EXPENSE & REIMBURSABLES								TOTAL EXPENSE	TOTAL FEE			
				PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP					
1 Prepare SRF Funding Nomination Form (FNF)	\$2,360													\$2,360		
2 Prepare SRF Project Plan Report	\$17,560	\$60												\$17,620		
3 Complete SRF Loan Environmental Checklist Items	\$12,840													\$12,840		
4 Project Management and Coordination	\$3,840													\$3,840		
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
TOTALS	\$36,600	\$60												\$60	\$36,660	
TIME PERIOD OF PROJECT	2024	2025	2026	2027	TOTAL	EST % OF OT HRS INCLUDED ABOVE								MULTI-YEAR + OT		
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	75%	25%			100%	AVERAGE OVERTIME RATE PREMIUM								MULTPLR & AMT		
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	0.7500	0.2625			1.0125	OT ADJUSTMENT FACTOR								1.0125		
ESTIMATED CONTINGENCY																
ROUNDING																
TOTAL FEE	MATH CROSS CHECK IS OK															\$37,120

2024 Hourly Eng Fee Est Cost Spreadsheet - Decatur Lost Bridge & Florian SRF Project Plan Effort.xlsx TAB: ESTIMATE OF ENGINEERING FEE

7/18/2024 9:01 AM



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

Schedule to Complete the Project Plan

- October 15, 2024: submit a draft Project Plan to the City of Decatur for review
- November 1, 2024: revise draft Project Plan and submit to IEPA for review and approval
- March 31, 2025: submit FNF



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

Amendment No

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

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

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

Amount of original contract \$ _____
 Amount of previous amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the amendment change _____

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

Replace with Insurance Certificate(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2024

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263		CONTACT NAME: Audrey McNeil PHONE (A/C No. Ext): 309-282-3907 FAX (A/C No): E-MAIL ADDRESS: amcneill@holmesmurphy.com	
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield IL 62702		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Employers Mutual Casualty Company	
		INSURER B: Travelers Property Casualty Co. America	
		INSURER C: Aspen Specialty Insurance Company	
		INSURER D: XL Specialty Insurance	
INSURER E:		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1876638749

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			5D57480	1/1/2024	1/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5E57480	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			5J57480	1/1/2024	1/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5T57480 (NJ) 6JUB6R19963724 (IL) 5M57480 (FL) 5H57480	1/1/2024 1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Pollution Liability Professional Liability Each Claim			ER00YEL24 DPR5022322	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Claim/Aggregate 2,000,000 Each Claim 5,000,000 Aggregate 7,000,000

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

THE CITY OF DECATUR IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS. A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

CANCELLATION

CITY OF DECATUR 1 GARY K ANDERSON PLAZA DECATUR IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kari Coolidge</i>
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

- Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
- With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For **Hired Auto Physical Damage Coverage** any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage
Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph **2.** is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.

Insurance Company

Countersigned by

Premium

Paula A. Dixon

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
 COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

 X Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

 Limited Liability Corporation (if an LLC, complete C)

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-0844662.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Brian R. Welker</u> Name	<u>2750 West Washington Street</u> Company Address, Principal Office
<u>550 North Commons Drive, Suite 116</u> Address	<u>Springfield, IL 62702</u> City, State, Zip
<u>Aurora, IL 60504</u> City, State, Zip	<u>217-787-8050</u> Telephone Facsimile
<u>630-820-1022</u> Telephone	<u>www.cmtengr.com</u> Website

The corporate officers are as follows:

President: Adam J. Burns

Vice President: Stephen J. Prange

Secretary: Raed Armouti

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Christina Crites

Signature

Christina L. Crites

Printed Name

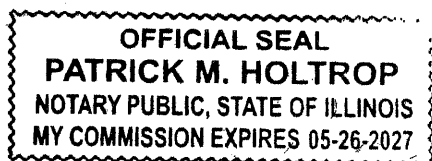
Vice President

Title

SUBSCRIBED and SWORN to before me this 22nd day of July, 20 24.

Patrick M. Holtrop

Notary Public



CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2024

Classification	Regular Rate
Principal	\$ 290
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	\$ 280
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 240
Sr. Structural Engineer II Sr. Architect II	\$ 225
Sr. Technician II	\$ 200
Aerial Mapping Specialist	\$ 195
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 195
Technical Manager II Environmental Scientist III	\$ 180
Sr. Technician I	\$ 175
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 175
Environmental Scientist II Technician II	\$ 150
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 125
Administrative/Accounting Assistant	\$ 85

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2025.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

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

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

Consulting Engineer's
Signature: _____

Title: _____

Appendix A

PRIOR COUNCIL ACTION:

August 21, 2015 – City Council approved Resolution R2015-109 authorizing execution of an Administrative Consent Order between the City and the United States Environmental Protection Agency (US EPA)

August 21, 2015 – City Council approved Resolution R2015-110 for \$456,000 authorizing a professional engineering services agreement with AECOM Technical Services, Inc., for the preparation of Sewer Collection System Alternative Analysis (SCSAA) and Capacity, Management, Operation and Maintenance (CMOM) reports required by the Administrative Consent Order between the City and the US EPA,

March 30, 2016 – City Council was provided with Public Works Memorandum 2016-16 providing an update on the preparation of the SCSAA and CMOM Reports.

October 3, 2016 – Study Session with City Council to provide an update with the US EPA Consent Order.

November 21, 2016 – Study Session with City Council to discuss the proposed Sanitary Sewer User Charges to meet the US EPA Consent Order.

December 8, 2016 – City Council approved Ordinance 2016-91 amending City Code Chapter 74 – Sanitary Sewer Service and Connections, Section 10, Rate.

February 21, 2017– City Council approved Resolution R2017-25 for \$462,944.28 authorizing a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

February 21, 2017– City Council approved Resolution R2017-26 for \$723,008 authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Inflow Reduction Project, City Project 2017-02.

October 2, 2017– City Council approved Resolution R2017-122 for \$176,000 authorizing Change Order No 1 to the professional engineering services agreement with AECOM for the US EPA SCSAA Project, City Project 2013-01.

February 5, 2018– City Council approved Resolution R2018-13 for \$356,767 authorizing a professional engineering services agreement with AECOM for the Ellen and Division Inflow and Inflow Reduction Project, City Project 2018-01.

February 5, 2018– City Council approved Resolution R2018-14 authorizing Change Order No 1 for an additional \$88,674 with a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

October 19, 2020 – Study Session with City Council to discuss storm and Sanitary Sewer Items.

February 1, 2021– City Council approved Resolution R2021-14 authorizing \$79,842 for a professional engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program - Phase 2, City Project 2018-01.

June 21, 2021– City Council approved Resolution R2021-114 authorizing \$199,146 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Study 2021-01.

February 22, 2022– City Council approved Resolution R2022-30 authorizing \$147,430 for a construction engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

February 22, 2022– City Council approved Resolution R2022-39 authorizing \$5,829,926.00 for construction with National Water Main Cleaning Company, for construction of the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

October 17, 2022– City Council approved Resolution R2022-184 authorizing a representative to sign IEPA loan documents for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

October 17, 2022– City Council approved Resolution R2021-176 authorizing \$829,600 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Project Final Design, City Project 2021-01.

April 27, 2023– City Council approved a Motion to finalize the scope of work to fully separate the combined sewer to the Fairview Structure.

December 4, 2023– City Council approved Resolution R2023-261 authorizing \$563,103.00 for construction of the storm sewer through Farview Park with A&R Mechanical Services, Inc dba A&R Services, City Project 2021-01.

June 3, 2024– City Council approved Ordinance 2024-85 authorizing the intent to borrow \$16,500,000 in funds from the IEPA for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

June 3, 2024– City Council approved Resolution R2024-244 authorizing the execution of an agreement with the Norfolk Southern Railway for a storm sewer crossing for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

EXHIBIT A

TA 3N-LostBridge

Area Statistics:
128 Manholes
44,815' of Sewers
666 Addresses
420 Acres

Legend

- Manholes
MH Use
- Sanitary Sewer
- Sewer Mains
Use of Sewer
- Sanitary Sewer
 - Target Area

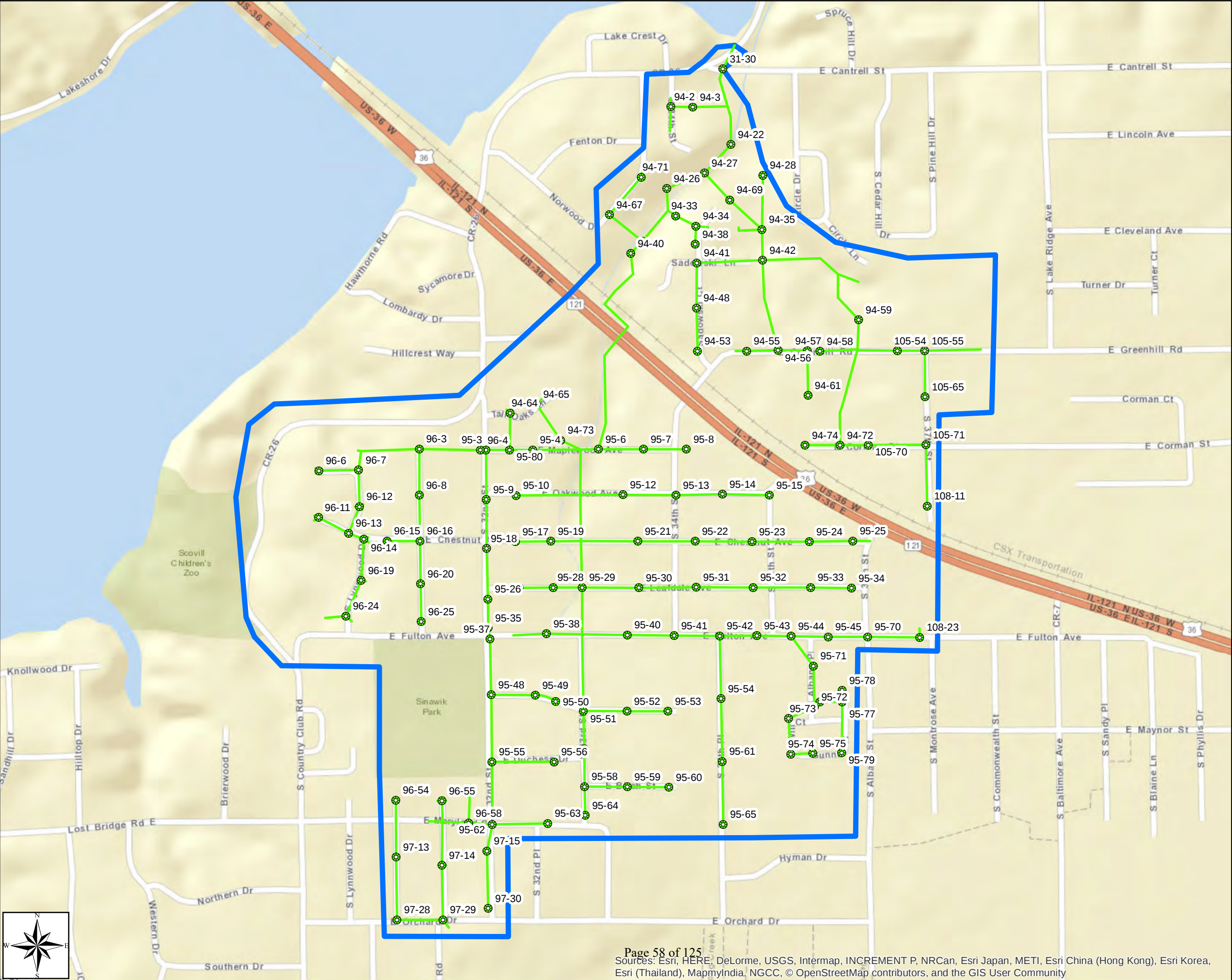


EXHIBIT B
TA 6-Florian Ave

Area Statistics:
81 Manholes
20,058' of Sewers
466 Addresses
155 Acres

Legend

**Manholes
MH Use**

● Sanitary Sewer

**Sewer Mains
Use of Sewer**

— Sanitary Sewer

□ Target Area

0 150 300 600 900 Feet



Public Works

DATE: 7/29/2024

MEMO: 2024-110

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Services Agreement with Paul's Machine and Welding Corp., to Provide Engineering, Labor and Material to Rebuild the Sluice Gate Hoist Machinery Frame for the Lake Decatur Dam North Sluice Gate

SUMMARY RECOMMENDATION: It is recommended that the City Council approve a resolution authorizing a professional services agreement with Paul's Machine and Welding Corp. in the amount of \$83,250, to provide engineering, labor and material to rebuild the hoist machinery frame for the Lake Decatur Dam north sluice gate.

BACKGROUND: The Lake Decatur Dam and its appurtenances are generally in good condition, according to annual inspections conducted by Hanson Professional Services, Inc. as required by the Illinois Department of Natural Resources (IDNR), the regulatory agency for dams. The Water Utility Sustainability Plan, approved in 2022, did not recommend any major capital repairs for the dam.

The sluice gates are the vertical gates located on the north end of the dam structure. They are generally the only way to release water from the dam during the winter months. They are raised or lowered by means of a mechanical gear system. An unusual incident occurred during the extremely cold conditions on January 16, 2024. The sluice gates needed to be raised to release water from a precipitation event. However, when the attempt was made to operate the sluice gates, the hoist machinery for both north and south sluice gates were damaged. It was later discovered that the sluice gates were frozen in place by a significant ice accumulation, and the hoist machinery was fractured due to the strain of operating against the frozen gates. To the best of our knowledge, this situation has not occurred before.

Hanson Professional Services was contacted immediately; they provided and continue to provide recommendations on short- and long-term repairs.

Repairs, approved by Hanson Professional Services, have already been successfully completed on

the south sluice gate.

The damage to the hoist machinery on the north sluice gate was more severe. Several area metal fabrication contractors were contacted, including the firm that refurbished the mechanism in 2010, who submitted a price in excess of \$100,000 for the repairs. The services are highly specialized due to the age and unique mechanics, requiring an element of design as well as labor and materials. Therefore, a design-build approach was chosen, to employ the practical engineering knowledge of an industrial fabricator. This approach would also help complete the repairs before the upcoming winter season, when the sluice gates will need to be fully operational to manage water levels in Lake Decatur. Most of the other firms contacted chose not to submit quotes due to the nature of the repairs required.

Staff selected Paul's Machine and Welding, located in Villa Grove, Illinois, as the best qualified firm to complete the design and rebuilding of the drive frame for the north sluice gate hoist machinery. They are a large firm involved in fabrication, industrial millwright services, material management, as well as product development. Their proposal outlines a good approach to replacing the support frame that fractured during the icing event. The cost proposal is for an amount of \$73,250, which includes payment of prevailing wages for those involved in the on-site removal and reinstallation. An additional allowance of \$10,000 is included in the contract to provide for unforeseen contingencies that may arise, for a total contract price of \$83,250.

Because the services are highly technical and involve primarily shop work requiring very limited subcontracting or material needs, the contractor is not able to meet the City's MBE goals.

LEGAL REVIEW: The agreement was approved by Corporate Counsel on July 22, 2024.

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

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager, and John Dodwell, Water Production Maintenance Supervisor. The memo was prepared by Robert Weil. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

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

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

ATTACHMENTS:

Description	Type
-------------	------

Resolution with Professional Services
Agreement, Paul's Machine and Welding
Corp.

Resolution Letter

Sluice Gate Failure Photos

Backup Material

Location Map Sluice Gate Lake Decatur
Dam

Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
PAUL'S MACHINE AND WELDING CORP., TO PROVIDE ENGINEERING, LABOR
AND MATERIAL TO REBUILD THE SLUICE GATE HOIST MACHINERY FRAME
FOR THE LAKE DECATUR DAM NORTH SLUICE GATE**

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

Section 1. That the Professional Services Agreement to provide engineering, labor and material to rebuild the sluice gate hoist machinery frame, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Paul's Machine and Welding Corp., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Paul's Machine and Welding Corp., for a fee not to exceed \$83,250.

PRESENTED and ADOPTED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT

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

Paul's Machine and Welding Corp., an Delaware corporation, , 650 N. Sycamore, Villa Grove, IL 61956

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

- E. **EXTRA WORK AND CHANGE ORDERS.** The Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider and shall not be reimbursed by the City.

An allowance of \$10,000 has been included in the contract above the price quoted in Exhibit A for alterations, cancellations, extensions, deductions, or extra work on the project. The Professional Service Provider 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 which exceeds \$10,000 is with the City Council of the City. No additional work shall be accomplished or costs incurred prior to City approval. The City's representative shall be authorized to approve all Change Orders that do not exceed \$10,000 in the aggregate.

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. **SCOPE OF WORK.** Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. **CITY'S REQUIREMENTS.** Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. **COMPLETION TIME.** The Scope of Work shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.
- D. **PREVAILING WAGES AND MINORITY PARTICIPATION GOALS.** The City Code requirements for Minority Participation Goals for Public Works Contracts are in effect for all work items that require the payment of Prevailing Wages. The payment of prevailing wages is required for all construction or demolition of public works. Typical activities requiring payment of prevailing wages on this project may include crane work, repairs and painting. Professional services such as engineering design does not require the payment of prevailing wages. The minority participation goals are as follows:
1. Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and
 2. Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Professional Service Provider shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Professional Service Provider's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Professional Service Provider shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

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

The certificate must certify the following:

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

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

- a. Workers' Compensation:

Coverage A: Statutory Limits

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

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

Personal Injury Liability coverage.

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

- d. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Professional Service Provider.

E. TERMINATION

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

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

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

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

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

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

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

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

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

- K. COPYRIGHT ASSIGNMENT. The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Professional Service Provider agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

- N. DRUG FREE WORKPLACE. The Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Professional Service Provider shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

- A. CONTRACT AMOUNT. The total contract amount shall not exceed \$83,250.
- B. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II on a percentage completion basis.
- C. PAYMENT FOR WORK COMPLETED
1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
 2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Professional Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Professional Service Provider under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within ~~60~~30 days of receipt of the invoice. EWL
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

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

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

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

DATED this 25th day of July, 2024

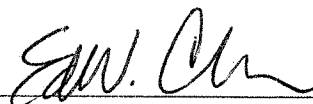
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Paul's Machine and Welding Corp.

By: 
President

SCOPE OF WORK

The Scope of Work is as described in Quote Number 50913 from Paul's Machine and Welding Corporation dated June 22, 2024,

[Insert scanned images in final version.]



We Build Solutions

EXHIBIT A

Paul's Machine & Welding Corp.
650 N. Sycamore St., Villa Grove, IL 61956
United States

OFFICE 800.642.2541 FAX 217.832.3311
PAULSMACHINE.COM

Quote Number: 50913

QUOTE

Page: 1 of 5

Quote To: CITY OF DECATUR One Gary K. Anderson Plaza Decatur IL 62523-1196	Ship To: John Dodwell CITY OF DECATUR One Gary K. Anderson Plaza Decatur IL 62523-1196 Phone: 217-450-2133 Fax: 217-424-2835 edodwell@decaturil.gov
Date: 6/22/2024 Expires: 7/22/2024 Ship Via: Paul's Install	Sales Person: Richard Ulrich Payment Terms: Due on Receipt rich.ulrich@paulsmachine.com

USD

Line	Part Description	Rev	Drawing
------	---------------------	-----	---------

1 CIDE211036
REBUILD SLUICE GATE DRIVE FRAME

BUDGETARY ESTIMATE ONLY

Estimated Engineering, Labor and Material to rebuild sluice gate drive frame based on supplied photos and old drawings at time of quote.

- Pending Customers engineering approval
- EXCLUDES any certified engineering or structural stamp(s), if required.
- Includes Crane
- Includes Removal of sluice gate drive frame assembly.
(Bring removed Assembly to Paul's for repair)
- Includes Installation of Refurbished sluice gate drive frame assembly.

Note: Paul's will supply New side plate assemblies with new shaft hubs only at this time.

- Paul's will contact customer with any found issues during disassembly.
- Paul's will reuse all shafts, gears, collars, Bearings and other parts that come on assembly.
- All electrical by others and must be terminated upon arrival.

- Paul's will power wash parts after disassembly
- Sides plates only at this time to be painted Gray
(other parts can be painted at customers request)

- Remove burrs and sharp edges

Material : Carbon Steel
Coating : Gray Enamel paint

Millwright Labor is based on STANDARD straight time rates Mon-Fri.

- LABOR NOTE: IF ON-SITE LABOR REQUIRES PREVAILING WAGES TO BE PAID, ADD AN ADDITIONAL \$3,275.00 TO PRICING SHOWN (ESTIMATED).

NOTE : Pricing shown is intended for budgetary purpose only based on information at time of quote and in NOT firm. If accepted, customer agrees that the job will be billed at standard time and material rates and may be higher or lower

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Quote Number: 50913

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than price shown.

Quantity	Unit Price	Net Price
1.00 EA	69,975.00	69,975.00

Lines Total	69,975.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00

Quote Total 69,975.00

Let us contribute to your success. May we have your order?

THIS QUOTATION IS MADE FOR IMMEDIATE ACCEPTANCE WITH THE FOLLOWING QUALIFICATIONS:

See Paul's Machine & Welding Corp. STANDARD TERMS AND CONDITIONS OF SALE

- All unspecified dimensions and tolerances will be held to standard manufacturing practices. Your latest revised specifications should accompany each order.

- Paul's assumes no responsibility for infringement of patents on parts made to customer's specifications.

- New Customer Terms: Payment terms are cash on delivery until approved credit is established

Prevailing Wage 3,275

\$73,250

John Dodwell

CITY OF DECATUR

Richard Ulrich

Paul's Machine & Welding Corp.

The prices, specifications and conditions listed in this proposal are satisfactory and are hereby accepted.
I authorize Paul's to perform the work as specified.



EXHIBIT A
Paul's Machine & Welding Corp.
650 N. Sycamore St., Villa Grove, IL 61956
United States

OFFICE 800.642.2541 FAX 217.832.3311
PAULSMACHINE.COM

Quote Number: 50913

QUOTE

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STANDARD TERMS AND CONDITIONS OF SALE

APPLICABILITY

This proposal must be accepted on its exact terms. Acceptance by Paul's Machine & Welding Corp. ("PAUL'S" or "we") of any order is conditioned on and shall constitute your agreement to these Standard Terms and Conditions of Sale, and agrees to furnish products and services only upon these terms and conditions. **These Standard Terms and Conditions of Sale shall supercede and control any contrary provision in any other document or agreement between the parties, including, without limitation, any proposed terms or conditions set forth in any acceptance, acknowledgment or similar instrument** delivered to PAUL'S by the party purchasing goods, products or services (together with your successors, assigns, employees, agents and insurers, "you" or "Customer"). Any contrary terms or conditions in your purchase order, acknowledgement, or any other writing, regardless of how or when received by us, are not acceptable, do not modify these terms and conditions, and are not a part of the contract between us. Any representations made by sales representatives, employees, or agents of PAUL'S inconsistent with these terms and conditions shall not be binding on PAUL'S and Customer shall not rely thereon.

PROGRESS BILLING

PAUL'S may at its discretion bill Customer from time to time for work or service an amount based on percentage of completion of work or service. In some cases, this could result in multiple invoices within the same calendar month. Customer will remit payment for said work or service immediately upon receipt of invoice regardless of customer's established payment terms for invoices submitted upon completion of work or service.

FINANCING CHARGES

All past due balances are subject to a finance charge of 18% per annum or 1-1/2% per month. All invoices over 30 days from invoice date will be considered delinquent, and could cause PAUL'S to stop work or cease production and shipment of your order. No statement will be sent. A service charge of \$35.00 will be assessed for all NSF checks.

CUSTOMER'S RESPONSIBILITIES

Customer is solely responsible for the layout, design, construction, monitoring and maintenance of its plant, facilities and equipment (including electrical facilities), and the supervision and training of its employees, customers and visitors. Customer shall establish and require the use of proper and safe operating procedures, and shall not remove, disable or modify any devices or warnings on goods provided by PAUL'S. Customer acknowledges that installed systems and equipment require frequent inspection and maintenance. Except as specifically included in our proposal, Customer shall:

- Be responsible for safe and proper engineering and installation of products and equipment, including the adequacy of foundations, support members, electrical facilities, hydraulic facilities, piping and hoses, and all required facilities shall be provided in a timely manner with respect to any installation by PAUL'S.
- Erect and maintain, as required by the nature and progress of any installation work performed by PAUL'S, suitable barriers, safeguards and safety devices for the protection of operators, workers, Customer's and Paul's employees and visitors, and members of the public, in accordance with prevailing codes and industry standards.
- Assure the accuracy and maintenance of appropriate signage regarding usage and safety of installed equipment.
- Protect any work being performed by PAUL'S from damage, vandalism, or tampering.
- Promptly notify PAUL'S of any unsafe condition relating to Customer's plant, any work site, or any product or equipment used or to be installed by PAUL'S.
- Be responsible for compliance with environmental and other laws in connection with its operations and any installation covered hereby.
- Provide PAUL'S with reasonable and adequate storage for tools, materials and equipment in connection with any installation.
- Provide reasonable assistance with competent personnel of Customer in connection with any delivery or installation of product.
- At the request of PAUL'S, designate a project leader as the primary source of communications between the parties.

The foregoing obligations of Customer shall survive any termination or expiration of any purchase contract and completion of the Work.

ACCURACY OF ORDER

It is the Customer's responsibility to promptly review any proposal, purchase order, acknowledgement, or other document evidencing your order and notify PAUL'S of any errors.

CHANGE AND CANCELLATION

Any change in your order shall be binding on PAUL'S only if accepted by PAUL'S in writing. Cancellation of your order will result in forfeiture of 50% of the contract price. Changes requested by Customer must be in writing. If the cost of materials, components, fabrication, packaging, or time required for, any changes accepted by PAUL'S are increased as a result of such change, PAUL'S will adjust the order price and/or delivery schedule.

WARRANTIES

PAUL'S makes no warranties, whether express or implied, except as provided by PAUL'S in writing (see separate Warranty). Paul's sole obligation under any warranty provided shall be limited to the repair or replacement of any materials deemed by PAUL'S to be defective at the time of shipment. In no event shall PAUL'S be liable for consequential, incidental, or other damages in excess of the cost to repair or replace any defective goods. No warranty shall apply to any product which has been subject to misuse; misapplication; disassembly; neglect; improper storage, installation, maintenance, lubrication or repair; or use or attachment to other facilities or equipment. **Paul's maximum liability shall in no event exceed the purchase price of any particular goods sold hereunder which are shown to be defective.**

PAUL'S MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL PAUL'S BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) TORT (INCLUDING STRICT LIABILITY) AND INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OTHER ECONOMIC LOSS.

RECEIVING DAMAGED MATERIALS

It is the Customer's responsibility to check all shipments for damage (concealed or obvious). If shipment is damaged or incomplete, note it on the shipping ticket. Your signature on the shipping ticket confirms that you did receive all items and in good condition, except as otherwise noted, and absolves PAUL'S of any responsibility therein. Minor cosmetic blemishes or scratches are not considered defects. Damages after delivery or installation are not the responsibility of PAUL'S. Charges and credits will not be accepted or allowed unless authorized by an authorized representative of PAUL'S, in advance, in writing.

SHIPMENTS DAMAGED BY COMMON CARRIER

It is the Customer's responsibility to file all freight claims for shipments damaged by common carrier. PAUL'S is responsible only for producing and loading the products in good condition. All risk of loss and damage to products shall pass to Customer upon the earlier of delivery by PAUL'S to (a) any common carrier, or (b) Customer.

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EXHIBIT A
Paul's Machine & Welding Corp.
650 N. Sycamore St., Villa Grove, IL 61956
United States

OFFICE 800.642.2541 FAX 217.832.3311
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Quote Number: 50913

QUOTE

Page: 4 of 5

ACCEPTANCE OF WORK

All installation work is deemed accepted upon completion, unless Customer shall object to any work or materials, in writing, within five (5) business days after completion.

RETURNS

No product, service, work or material may be returned or rejected after acceptance by Customer, except as provided in separate Warranty.

DELIVERY AND UNLOADING

All products shall be shipped F.O.B. as designated in our proposal. A delivery schedule will be sent for confirmation prior to delivery. PAUL'S shall not be responsible for any delays in shipping, regardless of the cause of such delays. Dates for delivery are estimates only, and are subject to delay based on availability of components and materials, and production capacity. PAUL'S and its carriers may require unloading assistance from you. Excessive unloading times shall result in additional deliver charges.

INTERPRETATION; GOVERNING LAW; COURTS; TIME

All transactions shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws. The parties hereto agree that in any dispute between them, exclusive jurisdiction shall be in the trial courts located within Champaign or Douglas County, Illinois; any objections as to jurisdiction or venue in such courts being waived. Any claim or action relating in any way to the transactions covered hereby must be brought within 1 year from the date of delivery or installation of any product which gives rise to such claim.

TAXES / PERMITS

Quoted prices do not include sales, use, excise, and similar taxes and duties. Customer is solely responsible for all federal, state and local taxes and excises imposed on the sale and delivery of goods hereunder, and shall pay or reimburse PAUL'S for the full amount of such taxes, on demand. Customer shall obtain and pay the cost of any required permits.

INDEMNITY

Customer agrees to hold PAUL'S, its officers, directors, shareholder, agents, employee, and insurers, forever harmless from and against any and all liability for loss, cost, damages, fines, penalties, suits, claims and expenses (including, but not limited to, reasonable attorney's fees and costs to enforce this indemnity) threatened, incurred or arising out of or by reason of: Customer's purchase, use, purchase, possession, sale, use, repair, maintenance or installation of any material or product of PAUL'S; any resale or transfer of any goods or products; death, bodily or personal injury to person, or damage to property by whomsoever suffered, claim to have resulted from, or from the use of such goods, products or services; the failure by Customer to comply with applicable laws, rules and regulations relating to safety; or any other breach by Customer of any law, statute, ordinance or administrative order, rule or regulation, including, without limitation, any rules of the Occupational Safety and Health Administration.

In connection with the foregoing, Customer also agrees upon Paul's request to immediately assume the handling, adjustment and defense of any claim, allegation, suit or action covered by the foregoing. Without waiving any of its rights hereunder, PAUL'S specifically reserves the right to participate in the handling, adjustment and defense of any such claim, allegation, suit or action, which participation shall be at the cost and expense of Customer.

WARRANTIES

Customer, for itself and its successors, assigns and insurers, irrevocably waives any and all claims or rights Customer now has or may have against PAUL'S on account of Customer's purchase, use, or ownership of PAUL'S products or services; waives any rights of subrogation against PAUL'S for all claims or losses paid or suffered by Customer or its insurers and covered by any insurance or indemnification provision set forth herein.

INSURANCE

PAUL'S maintains certain liability insurance for its own benefit, with such coverages and limits as PAUL'S deems appropriate. Customer is not a named insured under any such coverages and PAUL'S reserves the right to change such coverage at any time without notice. Any obligations of PAUL'S to provide additional insured status to Customer is applicable only to the extent of any loss or claim relating to any act or omission of PAUL'S or any persons, agents or firms under its control.

ASSIGNMENT; BINDING EFFECT

This proposal is personal to Customer and Customer may not assign any rights or obligations in connection herewith without the prior written consent of PAUL'S. These terms and conditions shall inure to the benefit of and be binding upon PAUL'S and Customer, and their respective heirs, executors, administrators, insurers, personal representatives, successors and permitted assigns, and no other person or entity shall have any right to rely on this Agreement or to claim or derive any benefit therefrom.

FORCE MAJEURE

Performance by PAUL'S is subject to failure, suspension or delay due to acts of God, war; strike or labor difficulties; acts of terrorism; riot or civil unrest; explosion, accident, flood or sabotage; lack of or inability to obtain adequate fuel, power, or raw materials; breakage or failure of machinery or apparatus; fire, damage or destruction to Customer's plant or Paul's plant, equipment or materials; governmental action or inaction beyond the control of PAUL'S; weather (including rain, snow, unanticipated freezing, thawing or cold, and wind, tornado, hurricane, earthquake, storm or similar natural disaster); delays in shipment or customs clearance, embargoes, acts or failures of common carriers or lack of transportation equipment, compliance with any law, regulation or order of any public authority and any other causes or forces beyond Paul's control. Any such failure or delay shall not subject PAUL'S to any liability and shall not affect the terms of any order.

PROPRIETARY RIGHTS

Customer agrees that all designs, constructions, arrangements, disclosures and devices shown or described in any proposal, purchaser order, or acknowledgement, as well as all drawings, specifications, and documents forming a part thereof by reference or otherwise, are the sole and exclusive property of PAUL'S and are provided to Customer in trust and confidence. The design, components, materials, and fabrication of all products sold by PAUL'S, and all trademarks, tradenames, service marks, copyrights, and other intellectual property and similar rights are the sole property of PAUL'S, and Customer shall have or take no right or interest therein.

SCOPE OF WORK

Except to the extent included in our accepted proposal, PAUL'S undertakes no obligation to unpack or install any product or equipment. Except as specifically provided, work performed by PAUL'S excludes any items described above under "Customer Responsibilities." Any materials or supplies required for any installation or maintenance services by PAUL'S shall, unless enumerated in any proposal or purchase order, be invoiced to Customer in addition to the stated contract sum. Except as provided in our accepted proposal, costs of travel, meals and lodging of PAUL'S personnel are in addition to any stated contract sum. The work of any installation by PAUL'S shall be deemed complete when the equipment is in place and functional, after appropriate testing, as certified by PAUL'S. PAUL'S shall be entitled to rely on any information or representation of Customer relating to the work performed hereunder, including compliance with local laws, specifications, and Customer's plant and equipment.

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EXHIBIT A
Paul's Machine & Welding Corp.
650 N. Sycamore St., Villa Grove, IL 61956
United States

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Quote Number: 50913

QUOTE

Page: 5 of 5

RIGHT OF ACCESS; SUSPENSION OF WORK

For any sale of product involving installation, PAUL'S shall have the right of access to Customer's premises at all reasonable times during such period of installation. PAUL'S may suspend its performance at any time if Customer is in breach of any of its obligations hereunder.

SEVERABILITY

If any one or more of the provisions of these Standard Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall be unimpaired and will continue in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the stated intention of the parties.



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(Public Works Director)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C

Tentative PROJECT TIMELINE

August ~~1~~, 2024: Notice to Proceed *AUG 15*
August ~~15~~, 2024: Submittal of shop drawings ~~AUG~~ *SEP 1*
September ~~1~~, 2024: Commence repairs *SEP 15*
November ~~30~~, 2024: Complete repairs *DEC 15*

*Tentative timeline and will be confirmed after notice
to proceed.*

Edw. Chu



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

Change Order

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

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

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

Amount of original contract \$ _____
Amount of previous change orders \$ _____
Amount of current change order \$ _____
Amount of adjusted/final contract \$ _____

☐ addition
Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
Public Works Director _____ Date _____

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

Attested _____
City Clerk _____
Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/2024

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

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

PRODUCER GTPS Insurance 1311 S. Neil St. Champaign, IL 618206558	CONTACT NAME: Terry Reno	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 2173599000		
INSURED Paul's Machine & Welding Corp 650 N Sycamore St Villa Grove, IL 61956	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Western National		15377
	INSURER B: Lloyd's		32727
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CPP 1045060	08/16/2023	08/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		CPP 1045060	08/16/2023	08/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10000.00		CPP 1045060	08/16/2023	08/16/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	CPP 1045060	08/16/2023	08/16/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	professional liability		PLC-01458-00	08/16/2023	08/16/2024	prof. liab \$ 1,000,000
A	leased/rented equipment		CPP1045061	08/16/2023	08/16/2024	equipment \$ 300,000
A	riggers liability		CPP1045061	08/16/2023	08/16/2024	riggers liab. \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City Of Decatur
#1 Gary Anderson Court
Decatur, IL 62523

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

AUTHORIZED REPRESENTATIVE

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.

July 25, 2024

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

Dear Matt Newell, Director of Public Works,

Subject: Request for Waiver of Minority Participation Goals

We are writing to formally request a waiver of the minority participation goals for our contract with the City of Decatur for the Sluice Gate Repairs. Despite our diligent efforts, we have been unable to meet the specified goals.

Given the essential nature of this project for city operations and our comprehensive good faith efforts, we respectfully request a waiver of the minority participation goals. We assure you that we remain committed to diversity and equal opportunity in all our projects and will continue to strive towards these goals in future endeavors.

Thank you for considering our request. We are available to provide any additional information or documentation you may require.

Sincerely,



Edward W. Cler
President
Paul's Machine & Welding Corp
217-832-2620
ed.w.cler@paulsmachine.com

Exhibit G

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

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

STATE OF ILLINOIS)
) ss.
COUNTY OF Douglas)

SECTION I. BUSINESS STATUS STATEMENT

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

A. (Hereinafter "Professional Service Provider") is a:

Company Name Paul's Machine & Welding Corp.

(Place mark in front of appropriate type of business)

☒ Corporation (if a Corporation, complete B)

☐ Partnership (if a Partnership, complete C)

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

☐ Individual Proprietorship (if an Individual, complete D)

Professional Service Provider's Federal Tax Identification Number is

37-0891392

B. CORPORATION

The State of Incorporation is ILLINOIS

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Name <u>Edward W. Cier</u>	<u>650 N. Sycamore St.</u> Company Address, Principal Office
Address <u>650 N. Sycamore St</u>	<u>Villa Grove, IL 61956</u> City, State, Zip
City, State, Zip <u>Villa Grove, IL 61956</u>	<u>217-832-2541</u> <u>217-832-3311</u> Telephone Facsimile
Telephone <u>217-832-2620</u>	Website <u>www.paulsmachine.com</u>

The corporate officers are as follows:

President: *Edward W. Cler*

Vice President: *Ken Keafer*

Secretary: *Edward C. Cler*

C. PARTNERSHIP OR LLC

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

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

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

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

The business address is

Telephone:

Fax:

D. INDIVIDUAL PROPRIETORSHIP

The business address is

Telephone:

Fax:

My home address is

Telephone:

Fax: ☐ CheckBox1

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

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

Check One:

☐ Others Interested in Contract

☒ None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

PROFESSIONAL SERVICE PROVIDER

Edw. Cher
Signature

Edward W. Cher
Printed Name

President
Title

SUBSCRIBED and SWORN to before me this 25 day of July, 2021.

Nicholas A. Romito

Notary Public

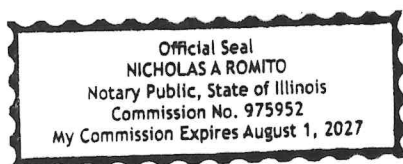


EXHIBIT H: MINORITY BUSINESS REQUIREMENTS

I. Description of the Minority Participation Goals Program:

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

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

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

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

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

III. Waiver:

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

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

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

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

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

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

CITY CODE

CHAPTER 28, ARTICLE 10

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

- i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
- ii. Outreach and recruitment efforts of and to MBEs and minority workers;
- iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
- iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
- v. Negotiating in good faith with MBEs and firms that employ minority workers;
- vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
- vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
- viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
- ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
- xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

- i. Administer and enforce the provisions of this Article;
- ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
- iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
- iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

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

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

SECTION 10-5. PENALTIES:

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

- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
- ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Professional Service Provider Name
& Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:
To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Professional Service
Provider's Signature:

Title:

Gear pushed away from track



Gear restraining mechanism failed



Position of operator just before it fell.



Gear restraining mechanism fell from this location



South hoist mechanism is intact and operable. This is the normal position of the retaining mechanism.



Outward force fractured the cast iron sleeve



Outward force fractured the connection to the retainer housing

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Buildings Located at 436 N. Main (Former YWCA)

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-17

TO: Mayor Julie Moore Wolfe, and City Council

FROM: Tim Gleason, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: August 5, 2024

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve’s Trucking for the Demolition of Vacant Buildings Located at 436 N. Main (Former YWCA)

SUMMARY RECOMMENDATION: Staff recommends authorizing the execution of an agreement with Steve’s Trucking for the demolition of vacant buildings located at 436 N. Main (Former YWCA).

BACKGROUND: The former YWCA buildings located at 436 N. Main have been vacant and in a state of complete disrepair for decades. These privately owned buildings have not had active utilities for several years with the water service being terminated in 2005, and it has never been re-activated. Both buildings have been stripped of salvageable plumbing and electrical materials; the original YWCA building is falling into an old tunnel connected to the attached City parking garage, and it has long been apparent that it is not cost-effective to repurpose either building into an alternative use due to decades of lack of maintenance and neglect.

In January of 2023, the brick façade on the north and east walls of the building’s natatorium started to collapse onto City sidewalks and the southernmost lane of East Eldorado, causing closure of that sidewalk. It remains closed off today, and the City has had to remove our sign poles as they were repetitively being hit by falling debris from the building. Further inspections of the interior of this structure showed that this building suffers from a severe lack of maintenance and is in hazardous condition. In an effort to work with the private property owners, the City of Decatur offered to pay for an asbestos survey to be performed on the structure. The asbestos survey found that both buildings have several areas containing asbestos positive materials. In April of 2024 Council approved a resolution for the abatement of asbestos from both buildings. These materials must be removed prior to the demolition of this dangerous structure.

The City has, without success, repeatedly insisted that the building’s owners abate these hazards and be responsible stewards of their property. The city continues to explore all legal remedies to obtain cost recovery for public expenditures for asbestos abatement and demolition of this dangerous structure. However, it is prudent that demolition be completed prior to initiating such legal process, to remove the hazard in a timely manner. The property was put out for a sealed demolition bid in early July. Steve’s Trucking came in with the low bid at \$345,000.00

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR THE DEMOLITION OF VACANT BUILDINGS LOCATED
AT 436 N. MAIN (FORMER YWCA)**

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

Section 1. That the tabulation of bids received for the demolition of the vacant buildings at 436 N. Main (Former YWCA), Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$345,000.00 for the demolition of 436 N. Main (Former YWCA) 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 Steve’s Trucking for their total bid price of \$345,000.00

PRESENTED and ADOPTED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

PUR2024-08		Steve's Trucking, Inc. Decatur, IL		Bob Brown Construction, Inc. Danville, IL		McDonagh Demolition, Inc. Chicago, IL		Lee Farms Excavating, Inc. Paxton, IL		S. Shafer Excavating, Inc. Pontoon Beach, IL		Ezell Excavating Villa Grove, IL	
Project Name: Demolition of Property 436 N. Main St. Decatur, IL 62523													
Bid Date: 07/19/2024													
Time: 10:00 a.m.													
Description		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
Demolition		\$345,000.00		\$377,676.00		\$388,600.00		\$469,500.00		\$555,023.00		\$947,400.00	
Plumbing		\$0.00		\$2,324.00		\$5,000.00		\$4,500.00		\$2,000.00		\$2,500.00	
TOTAL		\$345,000.00		\$380,000.00		\$393,600.00		\$474,000.00		\$557,023.00		\$949,900.00	

City Clerk

DATE: 8/1/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Decatur Housing Authority

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Josh Prasun to the Decatur Housing Authority Board.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Josh Prasun

Decatur Housing Authority

8/29/2028

DATED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes of June 4, 2024	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
June 4, 2024

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

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

ABSENT: COMMISSIONER Tony Wilkins
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

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

Roll Call

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

Chair Ray called for Appearance of Citizens:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the May 7, 2024, regular meeting were presented. Vice Chair Greg Spain moved that the May 7, 2024, regular meeting minutes be approved, seconded by Commissioner Amy Spry and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

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

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

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Service Worker, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call

of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Ray voted aye. Chair Ray declared the motion carried.

- B. Authorization Request to Approve Final Scores & Lateral Transfer Register for Police Patrol Officer, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Engineering Technician I, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Engineering Technician II, Commissioner Amy Spry, moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- C. Receiving and Filing of Personnel Actions – Vice Chair Greg Spain moved that the promotions, shift letter commendations, oral reprimands, written reprimand, suspension, administrative leaves, civil service status, requests for leave, probationary resignation, resignations, and retirement be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Other Business:

Human Resources Manager Penny Rogers stated the July meeting falls on July 2, 2024, which is the same week as Independence Day and asked if this would be a conflict for the Commissioners. Chair Ray stated his place of employment will be closed that week and he will be unavailable to attend on July 2. Penny suggested the meeting be rescheduled for Tuesday, July 9, 2024. Vice Chair Greg Spain moved that the July 2 meeting be rescheduled for Tuesday, July 9, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

June 4, 2024

Page 3

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

Respectfully Submitted,



Penny Rogers

Acting Secretary

Municipal Services

DATE: 7/15/2024

MEMO: 2024-107

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Maintenance Supervisor

SUBJECT: Resolution Accepting the Bid Price of Larry H. Miller Ford for the Purchase of Two (2) Ford F-550 KUV Service Trucks.

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$204,122.00 to Larry H. Miller Ford accepting the contract bid price of Larry H. Miller Ford for two (2) Ford F-550 KUV Service Trucks.

BACKGROUND:

Water Distribution has requested two (2) new vehicles to replace two (2) existing vehicles. The vehicles being replaced are:

- 1.) #148, 2011 Ford E-450 with 12,025 miles.
- 2.) #120, 2013 Ford E-450 with 9,719 miles.

Although they have low miles, both vehicles have severe rusting in the undercarriage and floorboards. The replacement vehicles are estimated to be delivered within 3 to 4 weeks.

DISPOSAL OF REPLACED UNITS: The vehicles are being replaced due to their age and condition. The old units will be auctioned or scrapped.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote the bid specifications based on Water Distribution requirements.

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

BUDGET/TIME IMPLICATIONS:

Funding for these expenditures are included in the FY2024 budget.

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

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Truck Details	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF LARRY H. MILLER FORD FOR
THE PURCHASE OF TWO (2) FORD F-550 KUV SERVICE TRUCKS.**

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

Section 1. That the Larry H. Miller Ford bid received for two (2) Ford F-550 KUV Service Trucks, presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Larry H. Miller Ford in the amount of \$204,122.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Larry H. Miller Ford in the amount of \$204,122.00.

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

PRESENTED and ADOPTED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

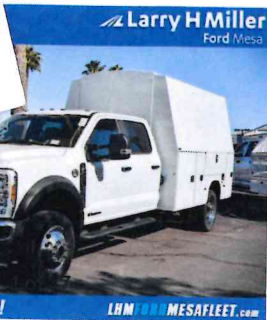
\$215,650.00

*Broadway Ford - Delivery: Not specified. Service Body: Stahl CST134VVD52.5. License plate & Title: Not provided in Illinois by Broadway Ford.

*Bob Ridings Inc - Delivery: 300+ days Spring 2025. Service Body: Knapheide.

EXHIBIT A

KUVcc Service Truck (Stock #MFD240467)



Photos may be stock images.

 Knapheide KUVcc - Ford

 Watch Video

Body Details

Manufacturer

KNAPHEIDE
SINCE 1848

Body Type

Service Truck

Body Line

KUVcc

Body Model

KC132H2094

Body Material

Steel

Body Height

90"

Body Width

94"

Body Length

133.25"

Body Inside Height

73"

Body Inside Width

54"

Body Weight

2585 lbs.

Body Color

White

Bulkhead Type

With Window

Bumper Description

Galva Grip Bumper
2x 2x4

Bumper Width

94"

Compartment Depth

20"

Compartment Type

Conduit

Compartment

Access Doors on



Share



Calculate Payments



Call



Print

National Ad Price

\$101,595

Please let us know if you have more than 15 vehicles in your fleet or business name. You may qualify for additional saving from by getting a Ford FIN code.

You may also qualify for additional incentives if you're a listed franchisee or affiliated with one of the follow programs: American Standard, Carrier, Trane, Luxaire, York, Lennox, Bryant, Coleman, Rheem, Day & Night, Comfortmaker, Arcoaire, AirQuest, Keep Rite, Tempstar Heil and more. If you're not sure, ask your sales rep to check for you.

Vehicle Financing



\$1,912 monthly

Estimated payment for **60 months**

[Calculate new payment](#)

Vehicle available NOW in Mesa, AZ

Contact Larry H. Miller Ford Mesa for more info.

(844) 766-4468

Larry H Miller
Ford Mesa

See Dealership's Other Listings

View Dealership Website 

Vehicle Transportation



Get a quote to transport this specific vehicle from the dealer's location straight to your business. Powered by Crestline Auto Transport.

Photos may be stock images.

Vehicle Notes

This Ford Super Duty F-550 DRW delivers a Intercooled Turbo Diesel V-8 6.7 L/406 engine powering this Automatic transmission. ENGINE: 6.7L 4V OHV POWE...

[Read More...](#)



2024 Ford Super Duty Chassis Cab Towing Guide

Chassis Details

Stock Number MFD240467

Stock Type New

Year 2024

Make Ford

Model F-550

Class 5

Drive Train 4WD

Cab Type Crew

Vehicle Trim XL 11' Knapheide KUVCC High

Vehicle VIN 1FD0W5HT1REC62437

Interior Color Medium Dark Slate

Exterior Color Description Z1/White

Engine Cylinder Count

Engine Intercooled Turbo Diesel V-8 6.7 L/406

Transmission Type Automatic

Rear Wheels Dual

Fuel Type Diesel

Engine Make Ford

Engine Size (L) 6.7

Brake Type Hydraulic

Compartment Quantity 2

Door Type Barn

Door Description Solid Panels

Door Location Rear

Door Height 63.1"

Door Width 49.5"

Floor Description Treadplate Floor

Floor Material Steel

Floor Gauge 12

Hitch Type Receiver

Hitch Description with 2.5" Receiver Tube

Hitch Class V

Lighting Type LED

Lighting Description Surface Mount S/T/T and B/U Light

Lighting Location Exterior

Lighting Style Dome

Lighting Quantity 2

Lighting Location Interior

Lock System Type Master Locking System

Roof Description High Roof

Understructure Description Undercoating

Plus \$2450 SHIPPING

Vehicle Options



- 18B 42S 43C 44G 512 572 61J 65Z 660A 67A 86M 872 96V 99T AS TGJ X4N Z1
 - 110V/400W OUTLET
 - OXFORD WHITE
 - PLATFORM RUNNING BOARDS
- [View All](#)

KUVcc Features

Love the organization capabilities in a utility van, but require a truck chassis for more cab space or four-wheel drive? We've designed KUVcc Utility Truck Bodies just for you.

You get all the same great benefits of a KUV, but in a package that's compatible with a truck cab chassis. With more than enough secure compartments and cargo area storage, the KUVcc can handle all of your

them separated and organized. The KUVcc features solid steel construction so you know you will get years of durable service out of this enclosed utility body.

Productivity and efficiency is vital to your success, so choose a Knapheide KUVcc to add a boost to your bottom line.



Body Installed by

*Knapheide
2400 S 14th Street
Phoenix, AZ 85034*

Disclaimer:

All standard Ford Commercial rebates are applied to National Advertised prices. Ford Credit financing is required on most new vehicles. Rebates and incentives can vary by region. We use Arizona rebates to set our "National Ad prices". Sale price is good for vehicles registered in the U.S. only. Ask your sales associate to see if you qualify for any additional discounts or incentives. Price is OAC and does not include applicable tax, title, license, processing, and/or documentation fees of \$549, dealer adds, destination, or transportation charges. Although every reasonable effort has been made to ensure the accuracy of the information contained on this site, absolute accuracy cannot be guaranteed. All vehicles are subject to prior sale and may not be exactly as shown. We reserve the right to end listings anytime. Larry H. Miller Ford Mesa Fleet and Commercial Vehicle Center in Mesa, Arizona has Ford work trucks for sale. Our Ford commercial truck inventory is on the ground and ready to go to work for you! We transport and deliver nationwide. Call one of our commercial truck experts today.

**** Vehicle information is provided by the seller or its agent; Comvoy.com is not responsible for the accuracy of said information. Please verify before purchasing.*

Public Works

DATE: 7/29/2024

MEMO: 2024-112

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2340 Highland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2340 Highland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2340 Highland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2340 HIGHLAND ROAD**

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

LOT 15 (FIFTEEN) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-204-001

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

THOMAS A. DETTORS, BETTY J. DETTORS
KYLE T. DETTORS

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2340 Highland Road, and legally described as follows:

LOT 15 (FIFTEEN) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-011

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Thomas A. Dettors THOMAS A. DETTORS
2340 HIGHLAND RD.
DECATUR IL.
62521

Signed and sworn to before me this 24th day of June, 2024



Tara R. Bachstein
Notary Public

(Rev. 12/2014)

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2340 Highland Road, and legally described as follows:

LOT 15 (FIFTEEN) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-011

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Betty Dettre

BETTY

2340 Highland Decatur IL 62521

Signed and sworn to before me this 12th day of July, 2021

Tara R. Bachstein

Notary Public



(Rev. 12/2014)

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2340 Highland Road, and legally described as follows:

LOT 15 (FIFTEEN) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

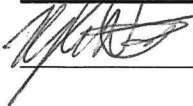
PIN # 17-12-36-204-011

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

SIGNATURE

PRINTED NAME

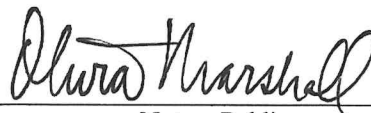
STREET ADDRESS, CITY, STATE



Kyle Dettore

2340 Highland Rd, Decatur, IL

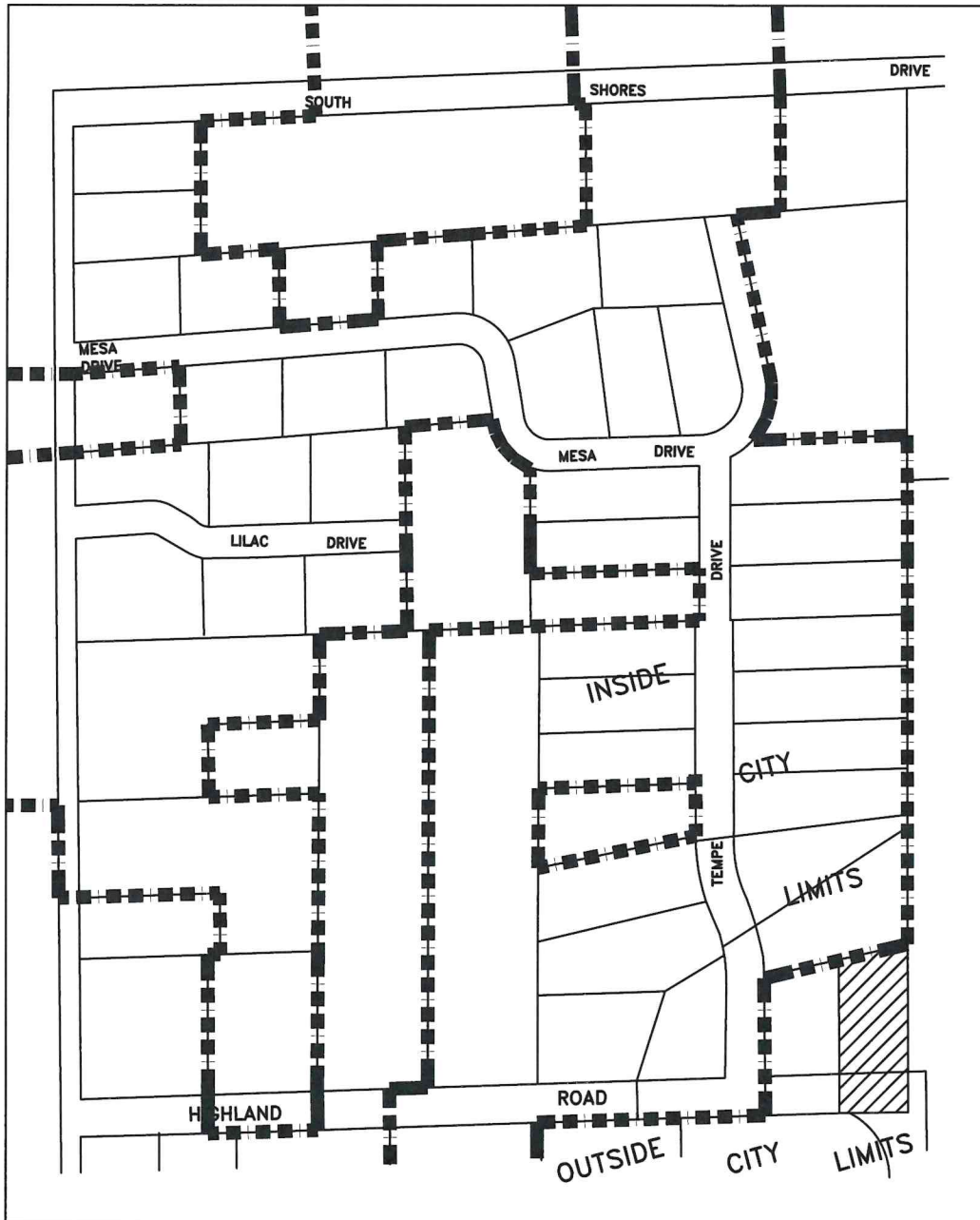
Signed and sworn to before me this 13 day of July, 2024



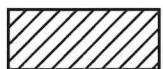
Notary Public

(Rev. 12/2014)

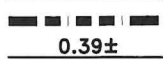




PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2340 HIGHLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.39± acres

AREA 0.00061± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

ORDINANCE NO: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 120 of 125

SUBJECT: Resolution Authorizing City of Decatur to Accept Proposal from G & H Marine, Inc. for Dock Removal and Additional Boat Slip

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

**City Council Memorandum
NO. 2024-04**

DATE: August 5, 2024

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing the City of Decatur to Accept the Proposal from
G & H Marine Inc for an Additional Boat Slip and Existing Dock Removal

SUMMARY RECOMMENDATION:

It is recommended that City Council authorize this additional boat slip to be added to the recently approved City boat docks to replace the Fire Department's current boat dock, in preparation for the replacement of the boat ramps anticipated in 2025.

PRIOR COUNCIL ACTION:

The City Council approved a contract with G & H Marine Inc, in May of 2024 to replace four boat slips for the City Lake Patrol division. This proposal would add one more boat slip to the dock system, bringing it to a total of five City boat slips. This provides for a uniform consistent boat dock system matching all of the other public boat docks that G & H has been adding over the past couple of years.

The current city boat docks, both Lake Patrol and Fire Department docks are too close to the current boat ramps and will need to be removed in order to facilitate the ramp replacement project coming in 2025. Adding this one additional slip for the fire department will provide a much better and cheaper solution than building an entirely new stand alone dock as it currently is.

STAFF REFERENCE: Jon Kindseth, Deputy City Manager, will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: This new dock will be funded by the facilities budget within the Fire Department's Council approved 2024 budget.

RESOLUTION NO. 2024_____

**RESOLUTION AUTHORIZING CITY OF DECATUR TO ACCEPT PROPOSAL FROM
G & H MARINE, INC. FOR DOCK REMOVAL AND ADDITIONAL BOAT SLIP**

WHEREAS, the City of Decatur issued requests for bids for the Nelson Park Harbor Improvements Dock System for City Patrol Boats (“Project”) in March 2024; and,

WHEREAS, G & H Marine, Inc. was the successful bidder for the Project and was awarded a contract for the furnishing and installation of a dock system for Lake Patrol boats in May 2024; and,

WHEREAS, the City of Decatur desires to add an additional slip to the Project for the use of the Fire Department of the City; and,

WHEREAS, the City of Decatur is an Illinois home rule community and believes it to be in the best interest of the City to award the construction and installation of an additional slip to the Project to G & H Marine, Inc. without further bids to ensure aesthetic and functional consistency to the Project.

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

Section 1. That the G & H Marine, Inc. bid in the amount of \$31,400.00 presented herewith to the City Council is hereby, received, placed on file, approved and attached as Exhibit A.

Section 2. That the Mayor or City Manager be, and they are hereby authorized and directed to accept the bid as set forth in Exhibit A on behalf of the City.

PRESENTED AND ADOPTED this 5th day of August 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A



G & H Marine Inc.
2194 S. Imboden Ct.
Decatur, IL 62521
+12174236684
ghmarine@aol.com
ghmarine.com

Work Order

ADDRESS

City of Decatur- Water
Department
Civic Center
Attention: Purchasing Dept.
1 Gary K Anderson Plaza
Decatur, IL 62523

SHIP TO

City of Decatur-Lake Patrol
Civic Center
Attention: Purchasing Dept.
1 Gary K Anderson Plaza
Decatur, IL 62523

WORK ORDER # 8351

DATE 07/26/2024

DESCRIPTION

SKU AMOUNT

Dock Description: Overall Dimensions: 16 ft. wide by 32 ft. long. 25,380.00
Description: (1) 12 ft. wide by 26 ft. long back-to-back style Uncovered slips

Scope: G & H Marine, Inc. will deliver and install pre-assembled dock sections.

Header Section: 6 ft. wide by 16ft. long

Fingers: (1) 4 ft. wide by 26 ft. long.

Decking: Pre-cast concrete deck panels, with matte finish.

Flotation: Rotationally molded, polyethylene encased flotation.

Bridge: (1) 4 ft. wide by 12 ft. long bridge with Concrete Decking

Hinge connection shoreside and rollers with treadplate., 1 @ \$25,380.00

Roof: 16' x 32' - Charcoal Roof

Anchoring: (1) Anchor sleeves constructed of galvanized 5 in. diameter pipe, 4" Spud 21 ft. long.

Accessories: Rotationally Molded bumper around full Dockable Perimeter of the structure.

Scope: G & H Marine, Inc. will deliver and install pre-assembled dock sections.

(1) 12 x 26 Slips.

Move existing FD boat lift and install deep water legs 720.00

Tear out and disposal of existing docks, 1 @ \$5,300.00 5,300.00

Illinois prevailing wage rates for Macon county to be paid on this project.

Acceptance of Agreement - The above prices, specifications and conditions are satisfactory and are hereby accepted.

****ALL PRICING IS SUBJECT TO CHANGE AND WILL BE DISCUSSED PRIOR TO START OF PROJECT****

You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance_____

Signature_____

DESCRIPTION	SKU	AMOUNT
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Warranty: G & H Marine, Inc. warrants the dock frames, connections, and all steel structures to be free from defects in material and workmanship for a period of two years after installation. This warranty does not cover damage from abuse, misuse, alteration, fire, debris flow, or acts of God.

SUBTOTAL	31,400.00
TAX	0.00
TOTAL	\$31,400.00

Accepted By

Accepted Date

Acceptance of Agreement - The above prices, specifications and conditions are satisfactory and are hereby accepted.
 ****ALL PRICING IS SUBJECT TO CHANGE AND WILL BE DISCUSSED PRIOR TO START OF PROJECT****
 You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance_____

Signature_____