



**Monday, August 5, 2019
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of July 15, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. December 31, 2018 Audit Presentation
3. Resolution Authorizing Professional Service Agreement with CliftonLarsonAllen LLP for Auditing Services and Non-Audit Advisory Services
4. Resolution Authorizing the Purchase of Three Rotary Pumps from Flo-Systems, Inc. for the South Water Treatment Plant
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Front Range Environmental, LLC for 2019 Manhole Rehabilitation Project, City Project 2019-14
6. Resolution Approving a Development Agreement with Central Baptist Church, for Water Main and Ancillary Facilities for 1275 West Mount Gilead Road
7. Resolution Authorizing Execution and Amendment of FY 2020 Transit Operating Assistance Grant Agreement with Illinois Department of Transportation
8. Resolution Authorizing Execution of a Tire Lease Agreement with Bridgestone Americas Tire Operations, LLC and the City of Decatur, Illinois

9. Ordinance Rezoning Property From M-1 Intense Commercial-Light Industrial District to PMR-1 Park Mobile Home Residence District 3200 North Delta Avenue
10. Ordinance Rezoning Property From M-1 Intense Commercial-Light Industrial District to PMR-1 Park Mobile Home Residence District 2397 North Illinois Street
11. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Approving Appointment - City Plan Commission
 - B. Resolution Approving Appointment - Civil Service Commission
 - C. Ordinance Annexing Territory 5 Cloyds Drive
 - D. Ordinance Annexing Territory 2963 Danny Drive
 - E. Ordinance Annexing Territory 3041 Danny Drive
 - F. Ordinance Annexing Territory 3509 Marietta Street
 - G. Ordinance Annexing Territory 2545 East Mound Road
 - H. Ordinance Annexing Territory 1620 NW Route 121
 - I. Ordinance Annexing Territory 2355 Wilcox Lane
 - J. Ordinance Annexing Territory 4135 North Woodlawn Avenue
 - K. Ordinance Annexing Territory 4134 North Woodlawn Avenue
 - L. Ordinance Annexing Territory 3325 South Greenview Drive
 - M. Ordinance Annexing Territory 2409 Baker Lane
 - N. Ordinance Annexing Territory 2455 Thunderbird Drive
 - O. Ordinance Annexing Territory 3821 West Center Street
 - P. Ordinance Annexing Territory 1571 West Allison Drive
 - Q. Ordinance Annexing Territory 4647 Rea's Bridge Road
 - R. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1960 South Taylorville Road
 - S. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1431 West Rock Springs Road
 - T. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-895 West Grove Road
 - U. Ordinance Amending the Current PD Planned Development District and Rezoning Properties From B-2 Commercial District and R-6

Multiple Dwelling District to PD Planned Development District
Bounded in General by East Condit Street, North Warren Street, East
Marietta Street, a North/South Alley Right-of-Way Between North
Water Street and North Warren Street, North Water Street, North
Franklin Street, East Wabash Avenue, and North Martin Luther King
Jr. Drive Community Care Campus

V. Receiving and Filing of Minutes of Boards and Commissions

VI. Other Business

VII. Adjournment

ATTACHMENTS:

Description

Type

Minutes of July 15, 2019 City Council
Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, July 15, 2019

On Monday, July 15, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Ms. Sandra Lindberg and Mr. Jacob Jenkins both spoke in favor of a temporary moratorium on City Code, Chapter 48, Section 8, weeds.

Mr. Mark Girdler spoke about a personnel issue involving the library.

Ms. Dianna Pace is concerned with crime in the west end.

Mr. Tom Hanks asked for better enforcement of the speed limit along East Lake Shore Drive as a result of heavy semi traffic.

Ms. Verlyn Rosenberger and Mr. Don Carmichael spoke in favor of a temporary moratorium on Chapter 48, Section 8, weeds.

Mr. Richard Robinson received a letter from the city in regard to his property being annexed into the city, and he would like more information on the annexation process.

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

The minutes of the June 21, June 24 and July 1, 2019 City Council meetings were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton summarized the Treasurer's Financial Report and answered questions from council.

2019-76 Ordinance Approving a Temporary Moratorium on the Enforcement of Chapter 48 Section 8 Weeds, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman Horn.

City Manager Wrighton explained that the motion on the floor does not repeal any of the city's existing ordinances but rather the motion places a hold on the enforcement of weeds on selective sites.

Mr. Jim Spaniol stated that SONA supports the temporary moratorium on the Enforcement of Chapter 48, Section 8, weeds and offered SONA's services to assist in research.

Ms. Renee Ferre, Mr. Reed Sutman and Ms. Dianna Spaniol spoke in favor of the temporary moratorium on Chapter 48, Section 8, weeds.

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

R2019-99 Resolution Authorizing a Memorandum of Understanding with Triloma Financial Group for Opportunity Zone Investment Advisory Services, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-100 Resolution Accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipality Relief Program, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-101 Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with Crossing Healthcare to Obtain Internet Access through the City of Decatur Fiber Network, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-102 Resolution Accepting a Bid for Construction of a New Parking Lot Adjacent to the Decatur Public Library, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Mr. Robert Edwards, Assistant Librarian, reported that there are roughly 50 library employees who utilize the library parking lot. Discussion was held that there is available parking for library employees in Parking Garage C on Franklin Street.

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

Councilman Faber exited the Council Chamber at 7:02pm.

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

Item A. 2019-77 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way and in Central Park - Decatur Celebration

Item B. 2019-78 Ordinance Annexing Territory 3304 Fite Drive

Item C. 2019-79 Ordinance Annexing Territory 2406 Thunderbird Drive

Item D. 2019-80 Ordinance Annexing Territory 4124 North Woodlawn Avenue

Item E. 2019-81 Ordinance Annexing Territory 2821 Forest Crest Road

Item F. 2019-82 Ordinance Annexing Territory 3070 Danny Drive

Item G. 2019-83 Ordinance Annexing Territory 2771 Forest Crest Road

Item H. 2019-84 Ordinance Annexing Territory 2430 Baker Lane

Item I. 2019-85 Ordinance Annexing Territory 3836 West Division Street

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

Councilman Faber entered the Council Chamber at 7:05pm.

Mayor Moore Wolfe called for Unfinished Business.

City Manager Wrighton announced that the second neighborhood cleanup event will be held on Thursday, July 25 in the Civic Center parking lot from 2-6pm; no electronics will be allowed. The 2045 Long Range Transportation Plan and community survey is located on the

City of Decatur's website; public input is encouraged. The next study session has been tentatively scheduled for Tuesday, August 6th at 6:30pm.

With no other business, Mayor Moore Wolfe called for Recess to Study Session on Applying Smart City Technologies.

City Council recessed to a three-minute break at 7:08pm.

Mayor Moore Wolfe called the meeting back in session at 7:11pm.

Jim Edwards, IT Director presented a PowerPoint Presentation. A discussion was held by council on the following six key focus areas: 1) Commercial and non-commercial use of the city's fiber network 2) Find development partner to develop a City of Decatur Citizen Web App/Portal 3) Sale of municipal data 4) IT & GIS resource collaboration and sharing 5) Slowly adopt Smart City innovations to enhance neighborhood development and public safety as budget allows 6) Build fiber network to support downtown and target areas.

Focus areas #3 and #4 were put on hold.

Police Chief Jim Getz spoke about the benefits of video surveillance cameras and body-worn cameras. Chief Getz stated that many African American pastors in the community and Janelle Norman, President of the NAACP are big supporters of body cameras.

Mr. Reed Sutman spoke in favor of body cameras but told council it is important to think about people's privacy.

Mr. Jim Spaniol asked council to be careful to ensure that there is directed action that solves the problems that need to be solved.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 8:35 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 8/1/2019

MEMO:

TO: Honorable Mayor Moore Wolfe,
City Council Members

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

SUBJECT: December 31, 2019 Audit Presentation

ATTACHMENTS:

Description	Type
Audit material transmittal letter	Cover Memo
Governance Letter	Cover Memo
Management Letter	Cover Memo
TIF report	Cover Memo



CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

June 12, 2019

Julie Moore Wolfe, Mayor of the City of Decatur, and
Members of the City Council of the City of Decatur

re: Independent Auditor's Report for the year ending December 31, 2018

The City of Decatur is required to engage an independent auditor to perform an annual audit of the financial statements of the governmental activities, the business-type activities, and the aggregate remaining fund information of the City of Decatur. The City engaged CliftonLarsonAllen, LLP ("CLA") as independent auditor, who performed the audit of the financial statements for the fiscal year ending December 31, 2018.

CliftonLarsonAllen has concluded the audit of the financial statements of the City for the fiscal year ending December 31, 2018, and has issued the **Independent Auditor's Report**, containing "an unmodified opinion" of the financial statements which present fairly, in all material respects, the respective financial position of the City of Decatur. The CliftonLarsonAllen Independent Auditor's Report can be found in the Comprehensive Annual Financial Report, which is available on the City web-site, and has been sent to you by the City Manager, in an e-mail communication dated June 26, 2019.

Also pertaining to and included with the audit are three (3) additional letters from CliftonLarsonAllen offering opinion or observations regarding the following items:

Letter to Governing Board (Mayor and Council members) ("The Governance Letter") informing of observations arising from the audit that are relevant to the Governing Board responsibilities in overseeing the financial reporting process.

The Governance Letter from the auditors to the Governing Board is a requirement under the Professional Standards guiding the auditors' in their responsibility to communicate information to the Governing Board.

This letter discusses several topics: qualitative aspects of accounting practices including accounting policies, accounting estimates, and financial statement disclosures; difficulties encountered in performing the audit; uncorrected misstatements, corrected misstatements, disagreements with management, management representations, management consultations with other independent accountants, significant issues discussed with management prior to engagement, other audit findings or issues, audits of group financial statements, quality of component auditor's work, other information in documents containing audited financial statements.

Letter to Governing Board (Mayor and Council Members) (“The Management Letter”) and City Management reporting certain items of note for the attention of Management and the Governing Board.

The Management Letter discusses certain items the auditors believe warrant attention and corrective actions, albeit not considered to be items of material weakness. The letter includes CLA identified items as well as the City Response including the corrective action plan, discussed and agreed with the auditor’s in conjunction with the audit.

Letter to Governing Board (Mayor and Council Members) (“The TIF Letter”) of the Independent Auditor’s Report on compliance with Illinois Municipal Code Subsection (q) Section 11-74.4-3 of Public Act 85-1142.

The TIF Letter provides the Independent Auditor’s Report for compliance as required by the State of Illinois Tax Increment Financing provisions in the Illinois Municipal Code. This report will be filed with the State Comptroller’s Office.

Closing comments

These reports have been prepared by CliftonLarsonAllen, for purpose of information exchange with the City Governing Board and provided to City Management for distribution to the City Governing Board. It is the responsibility of City Management to timely distribute the information reported through these letters to the Mayor and City Council Members.

City Management, through the City Manager and City Treasurer & Director of Finance, are available to discuss the contents of the annual audit, the contents of the letters distributed herewith, or any other matters pertaining to the financial affairs of the City of Decatur as required by the Mayor or City Council Members.

Respectfully Submitted,



Gregg D. Zientara
City Treasurer and Director of Finance

cc: Mr. Scot Wrighton, City Manager
Ms. Hope Wheeler, CPA, Principal, CliftonLarsonAllen, LLP
Ms. Kimberly Althoff, City Clerk

attachments CliftonLarsonAllen Governance Letter dated June 12, 2019,
CliftonLarsonAllen Management Letter dated June 12, 2019,
Independent Auditor’s TIF Report dated June 12, 2019 on compliance with IL Municipal Code



The Mayor and City Council
City of Decatur, Illinois
Decatur, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Decatur, Illinois (the City) as of and for the year ended December 31, 2018, and have issued our report thereon dated June 12, 2019. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Decatur, Illinois are described in Note 1 to the financial statements.

As described in Note 19, the entity changed accounting policies related to the presentation and valuation of liabilities related to other postemployment benefit obligations by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, in 2018. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported as a change in beginning net position.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Net Pension Liability and Other Postemployment Benefits
 - The City (or its pension plans) engages actuaries to perform actuarial studies to determine City liabilities related to net pension and other postemployment benefit costs and liabilities. Based on certain assumptions developed with City (or Plan) management, annual required contributions, value of any assets and actuarial accrued liabilities are computed by the actuaries and used by City management to determine assets, liabilities, deferred outflows, and deferred inflows to be reported in the City's financial statements.

We evaluated the key factors and assumptions used to develop these in determining that they are reasonable in relation to the financial statements taken as a whole.

- Self-Funded Insurance Liability
 - A liability for the estimated amount due for self-funded insurance claims is recorded as of December 31, 2018. This estimate was calculated from data provided by the City's risk management department and third party providers based on reported losses and historical claim development data.
- Allowance for Uncollectible Parking Tickets
 - An allowance for the estimate of uncollectible parking tickets is recorded as of December 31, 2018. This estimate was calculated from data provided by the City's Finance Department based on collection agency reports.
- Allowance for Uncollectible Utility Billings
 - An allowance for the estimate of uncollectible utility billings is recorded as of December 31, 2018. This estimate was calculated from data provided by the City's Finance Department. The allowance is determined primarily based on the age of the invoice (greater than one year old).
- Allowance for Uncollectible Notes Receivable
 - An allowance for the estimate of uncollectible notes receivable is recorded as of December 31, 2018. The estimate was calculated from data provided by the City's Economic and Urban Development Department. The allowance is determined by review of collection history of outstanding notes.

For each of these estimates, we evaluated the key factors and assumptions used to develop the estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Corrected misstatements

Management did not identify and we did not notify them of any material financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated June 12, 2019.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other audit findings or issues

We have provided a separate letter to you dated June 12, 2019, communicating internal control related matters identified during the audit.

Audits of group financial statements

We noted no matters related to the group audit that we consider to be significant to the responsibilities of those charged with governance of the group.

Quality of component auditor's work

There were no instances in which our evaluation of the work of a component auditor gave rise to a concern about the quality of that auditor's work.

Other information in documents containing audited financial statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA to determine that the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated June 12, 2019.

With respect to the other supplementary information accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated June 12, 2019.

The introductory section and statistical tables accompanying the financial statements, which is the responsibility of management, was prepared for purposes of additional analysis and is not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

This communication is intended solely for the information and use of the the Mayor, City Council, and management and management of City of Decatur, Illinois and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Champaign, Illinois
June 12, 2019

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT

City of Decatur, Illinois

Sewer Fund

Year Ended December 31, 2018

UNCORRECTED ADJUSTMENTS

Effect of misstatements on:

Description	Assets	Liabilities	Fund Balance / Net Assets	Net Expense/Revenue and Change in Net Assets / Fund Balance
Overaccrual of Retainage Payable in PY			\$ (87,405)	\$ 87,405
Net current year misstatements (Iron Curtain Method)	-	-	(87,405)	87,405
Net prior year misstatements	-	-		-
Combined current and prior year misstatements (Rollover Method)	\$ -	\$ -	\$ (87,405)	\$ 87,405
Financial statement totals	<u>\$ 30,414,010</u>	<u>\$ (17,215,077)</u>	<u>\$ (13,198,933)</u>	<u>\$ (1,137,159)</u>
Current year misstatement as a % of financial statement totals (Iron Curtain Method)			1%	-8%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)			1%	-8%

INADEQUATE DISCLOSURES

Description	Amount (If Applicable)

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT

City of Decatur, Illinois

Business Type Activities

Year Ended December 31, 2018

UNCORRECTED ADJUSTMENTS

Effect of misstatements on:

Description	Assets	Liabilities	Fund Balance / Net Assets	Net Expense/Revenue and Change in Net Assets / Fund Balance
Overaccrual of Retainage Payable in PY			\$ (87,405)	\$ 87,405
Net current year misstatements (Iron Curtain Method)	-	-	(87,405)	87,405
Net prior year misstatements	-	-		-
Combined current and prior year misstatements (Rollover Method)	\$ -	\$ -	\$ (87,405)	\$ 87,405
Financial statement totals	<u>\$ 215,189,183</u>	<u>\$ (172,546,651)</u>	<u>\$ (42,642,532)</u>	<u>\$ (8,110,577)</u>
Current year misstatement as a % of financial statement totals (Iron Curtain Method)			0%	-1%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)			0%	-1%

INADEQUATE DISCLOSURES

Description	Amount (If Applicable)

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT

City of Decatur, Illinois

Governmental Activities

Year Ended December 31, 2018

UNCORRECTED ADJUSTMENTS

Effect of misstatements on:

Description	Assets	Liabilities	Fund Balance / Net Assets	Net Expense/Revenue and Change in Net Assets / Fund Balance
Difference between TIF extension receivable and Macon County tax extension reports	\$ (208,065)	\$ 208,065		
Difference in workers' compensation claims reserve based on subsequent settlements		127,832	(127,832)	(127,832)
Net current year misstatements (Iron Curtain Method)	(208,065)	335,897	(127,832)	(127,832)
Net prior year misstatements	-	-		-
Combined current and prior year misstatements (Rollover Method)	\$ (208,065)	\$ 335,897	\$ (127,832)	\$ (127,832)
Financial statement totals	<u>\$ 160,612,778</u>	<u>\$ (201,453,198)</u>	<u>\$ 40,840,420</u>	<u>\$ (1,632,410)</u>
Current year misstatement as a % of financial statement totals (Iron Curtain Method)	0%	0%	0%	8%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)	0%	0%	0%	8%

INADEQUATE DISCLOSURES

Description	Amount (If Applicable)
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SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT

City of Decatur, Illinois

Aggregate Remaining Funds

Year Ended December 31, 2018

UNCORRECTED ADJUSTMENTS

Effect of misstatements on:

Description	Assets	Liabilities	Fund Balance / Net Assets	Net Expense/Revenue and Change in Net Assets / Fund Balance
Difference between TIF extension receivable and Macon County tax extension reports	\$ (208,065)	\$ 208,065		
Difference in workers' compensation claims reserve based on subsequent settlements		127,832	(127,832)	(127,832)
Net current year misstatements (Iron Curtain Method)	(208,065)	335,897	(127,832)	(127,832)
Net prior year misstatements	-	-		-
Combined current and prior year misstatements (Rollover Method)	\$ (208,065)	\$ 335,897	\$ (127,832)	\$ (127,832)
Financial statement totals	\$ 43,740,961	\$ (20,742,904)	\$ (22,998,057)	\$ (8,623,504)
Current year misstatement as a % of financial statement totals (Iron Curtain Method)	0%	-2%	1%	1%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)	0%	-2%	1%	1%

INADEQUATE DISCLOSURES

Description	Amount (If Applicable)
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City Council and Management
City of Decatur, Illinois
Decatur, Illinois

In planning and performing our audit of the financial statements of City of Decatur, Illinois (the City) as of and for the year ended December 31, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the entity's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the entity's internal control.

However, during our audit we became aware of deficiencies in internal control other than significant deficiencies and material weaknesses and other matters (pension funding and recording of various transactions) that are opportunities to strengthen your internal control and improve the efficiency of your operations. Our comments and suggestions regarding those matters are summarized below. A separate communication dated June 12, 2019, contains our written communication of material weaknesses in the entity's internal control (none were noted). This letter does not affect our report on the financial statements dated June 12, 2019.

Police and Fire Pensions Underfunded

The Police and Firefighters' Pension Funds are significantly underfunded. Underfunded benefit plans create a future liability for the City. With the implementation of GASB 68, this liability estimate is now recorded in the government-wide financial statements.

Recommendation

The City has an annual actuarial study completed every year to determine the recommended contribution to the plan; however, the study shows a significant underfunding for both plans. We recommend the City continue to monitor this underfunded liability and continue its efforts to improve the funding status of the plans.

City Response

The City of Decatur recognizes and accepts the item as noted in the audit as performed by CliftonLarsonAllen LLP.

The City will continue to monitor the underfunded pension liability position and continue in efforts to improve the funding status of the pension liability. The City continues to provide annual funding contributions to the Police and Firefighters' Pension Funds in accordance with the annual required contributions as defined in the annual actuarial study performed by the independent actuary.

It is anticipated that such corrective action will occur over a period of more than one fiscal period.

Retainage Payable

Current year expense is understated by \$87,405 due to an overstatement of the prior year Retainage Payable and the removal of that payable through current year expense.

Recommendation

We recommend the City strengthen the controls over the review of construction project invoices to verify retainage amounts are properly recorded.

City Response

The City of Decatur recognizes and accepts the item as noted in the audit as performed by CliftonLarsonAllen LLP.

The City has discussed improvements in procedural steps with accounting staff to strengthen the controls over the review of construction project invoices to verify retainage amounts are properly recorded.

The procedural improvements will be implemented before December 31, 2019.

Capitalized Interest

Audit procedures identified \$90,087 of capitalized interest added to the balance of the City's outstanding IEPA loans that was not included as part of the cost of the related capital assets.

Recommendation

Until the implementation of GASB 89, generally accepted accounting principles requires capitalization of interest cost into certain construction projects. We recommend the City strengthen its controls over the review of capitalized interest on IEPA loans to verify it is accounted for properly.

City Response

The City of Decatur recognizes and accepts the item as noted in the audit as performed by CliftonLarsonAllen LLP.

The City has identified improvements in procedural steps to strengthen the controls over the review of capitalized interest on IEPA loans to verify it is accounted for properly.

The procedural improvements will be implemented before December 31, 2019.

Allocation of Bond Payments

The City's 2010B general obligation bond liability is allocated between the TIF and Water Funds. In 2018, there were insufficient funds in the TIF Fund to pay its portion of the 2010B general obligation bond. The City paid the entire amount due in 2018 from the Water Fund, resulting in an understatement of expenditures in the TIF Fund and an understatement of the Bond Payable amount in the Water Fund. An adjusting entry in the amount of \$386,044 was proposed to recognize this expenditure in the proper fund and the interfund transfer from the Water Fund to the TIF Fund to pay its portion of the debt obligation.

Recommendation

We recommend the City record debt payments in the proper funds and recognize interfund transfers when necessary.

City Response

The City of Decatur recognizes and accepts the item as noted in the audit as performed by CliftonLarsonAllen LLP.

The City will record debt payments in the proper funds and recognize interfund transfers when necessary.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various entity personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, City Council, and others within the entity, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Champaign, Illinois
June 12, 2019



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE WITH ILLINOIS MUNICIPAL CODE
SUBSECTION (Q) SECTION 11-74.4-3 OF PUBLIC ACT 85-1142**

The Mayor and City Council
City of Decatur, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Decatur, Illinois, (the City) as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 12, 2019.

In connection with our audit, nothing came to our attention that caused us to believe that the City of Decatur, Illinois failed to comply with Subsection (Q) of Section 11-74.4-3 of Public Act 85-1142, insofar as it relates to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above-referenced Illinois Municipal Code, insofar as it relates to accounting matters.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Decatur, Illinois' basic financial statements. The supplementary information included in the accompanying schedules, as TIF Olde Town Fund, TIF South East Plaza Fund, TIF Wabash Crossing Fund, TIF Eastgate Fund, TIF Pines Shopping Fund, TIF Southside Fund, and TIF Grand and Oakland Fund statements of revenues, expenditures, and changes in fund balances (deficit) - cash basis (non-GAAP) - budget and actual, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The TIF Olde Town Fund, TIF South East Plaza Fund, TIF Wabash Crossing Fund, TIF Eastgate Fund, TIF Pines Shopping Fund, TIF Southside Fund, and TIF Grand and Oakland Fund statements of revenues, expenditures, and changes in fund balances (deficit) - cash basis (non-GAAP) - budget and actual are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit, the procedures performed as described above, the TIF Olde Town Fund, TIF South East Plaza Fund, TIF Wabash Crossing Fund, TIF Eastgate Fund, TIF Pines Shopping Fund, TIF Southside Fund, and TIF Grand and Oakland Fund statements of revenues, expenditures, and changes in fund balances (deficit) - cash basis (non-GAAP) - budget and actual are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The purpose of this communication relates to compliance with the aforementioned Illinois Municipal Code, and is intended solely for the information and use of the City Council, City Management, and State of Illinois, and is not intended to be used by anyone other than those specified parties.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Champaign, Illinois
June 12, 2019

**CITY OF DECATUR, ILLINOIS
TIF OLDE TOWN FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND DEFICIT - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2018**

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 1,085,400	\$ 869,491
Other Revenue	86,487	86,673
Investment Income	-	1,523
Total Revenues	<u>1,171,887</u>	<u>957,687</u>
EXPENDITURES		
Current:		
Economic and Urban Development	12,600	12,379
Debt Services:		
Principal Retirement	613,500	806,000
Interest and Other Charges	517,490	711,034
Total Expenditures	<u>1,143,590</u>	<u>1,529,413</u>
OTHER FINANCING SOURCES		
Transfers In	<u>-</u>	<u>386,044</u>
	<u>\$ 28,297</u>	(185,682)
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>8,324</u>
Net Change in Fund Deficit - GAAP Basis		(177,358)
FUND DEFICIT, BEGINNING OF YEAR		<u>(189)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (177,547)</u>

**CITY OF DECATUR, ILLINOIS
TIF SOUTH EAST PLAZA FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE (DEFICIT) - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2018**

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 329,100	\$ 319,032
Intergovernmental	112,800	105,658
Investment Income	-	1,480
Total Revenues	<u>441,900</u>	<u>426,170</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>550,000</u>	<u>476,921</u>
	<u>\$ (108,100)</u>	(50,751)
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>(277,440)</u>
Net Change in Fund Balance (Deficit) - GAAP Basis		(328,191)
FUND BALANCE, BEGINNING OF YEAR		<u>45,775</u>
FUND DEFICIT, END OF YEAR		<u>\$ (282,416)</u>

**CITY OF DECATUR, ILLINOIS
TIF WABASH CROSSING FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE (DEFICIT) - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2018**

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 232,000	\$ 417,643
Investment Income	-	1,732
Total Revenues	<u>232,000</u>	<u>419,375</u>
EXPENDITURES		
Current:		
Economic and Urban Development	44,700	44,097
Debt Services:		
Principal Retirement	117,500	117,500
Interest and Other Charges	106,060	106,060
Total Expenditures	<u>268,260</u>	<u>267,657</u>
	<u>\$ (36,260)</u>	151,718
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>84,016</u>
Net Change in Fund Balance (Deficit) - GAAP Basis		235,734
FUND DEFICIT, BEGINNING OF YEAR		<u>(63,139)</u>
FUND BALANCE, END OF YEAR		<u>\$ 172,595</u>

**CITY OF DECATUR, ILLINOIS
TIF EASTGATE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND DEFICIT - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2018**

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 96,250	\$ 95,158
Intergovernmental	227,300	207,874
Investment Income	-	212
Total Revenues	<u>323,550</u>	<u>303,244</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>320,000</u>	<u>303,657</u>
	<u>\$ 3,550</u>	(413)
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>66,324</u>
Net Change in Fund Deficit - GAAP Basis		65,911
FUND DEFICIT, BEGINNING OF YEAR		<u>(96,315)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (30,404)</u>

**CITY OF DECATUR, ILLINOIS
TIF PINES SHOPPING FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND DEFICIT - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2018**

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 76,700	\$ 72,272
Intergovernmental	33,500	27,688
Investment Income	-	306
Total Revenues	<u>110,200</u>	<u>100,266</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>105,000</u>	<u>103,762</u>
	<u>\$ 5,200</u>	(3,496)
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>5,308</u>
Net Change in Fund Deficit - GAAP Basis		1,812
FUND DEFICIT, BEGINNING OF YEAR		<u>(74,662)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (72,850)</u>

**CITY OF DECATUR, ILLINOIS
TIF SOUTHSIDE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2018**

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 28,000	\$ 19,897
Investment Income	-	351
Total Revenues	<u>28,000</u>	<u>20,248</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>10,650</u>	<u>10,639</u>
	<u>\$ 17,350</u>	9,609
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>1,457</u>
Net Change in Fund Balance - GAAP Basis		11,066
FUND BALANCE, BEGINNING OF YEAR		<u>39,774</u>
FUND BALANCE, END OF YEAR		<u>\$ 50,840</u>

**CITY OF DECATUR, ILLINOIS
TIF GRAND AND OAKLAND FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND DEFICIT - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2018**

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 134,750	\$ 127,845
Intergovernmental	63,800	35,794
Investment Income	-	522
Total Revenues	<u>198,550</u>	<u>164,161</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>190,000</u>	<u>182,445</u>
	<u>\$ 8,550</u>	(18,284)
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>17,174</u>
Net Change in Fund Deficit - GAAP Basis		(1,110)
FUND DEFICIT, BEGINNING OF YEAR		<u>(126,885)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (127,995)</u>

Financial Management

DATE: 8/1/2019

MEMO: Letter to the Decatur City Council Financial Management Department 2019 - 06

TO: Honorable Mayor Moore Wolfe,
City Council Members

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

ATTACHMENTS:

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

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
#2019 - 06

DATE: August 1, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

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

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

SUMMARY RECOMMENDATION:

City Administration recommends Council approval of the attached Resolution to authorize the Mayor and City Manager to enter into a professional service agreement with CliftonLarsonAllen, LLP ("CLA") for Auditing services and Non-Audit Advisory services whereby CLA will perform the independent audit of the financial statements of the City of Decatur for the year ended December 31, 2019.

BACKGROUND:

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

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

Based upon CLA estimate of the audit engagement work-scope, the fee for the engagement should approximate \$73,400, including two (2) federal grant program reviews in accordance with federal single audit requirements.

Expected fees to be expended to CliftonLarsonAllen, LLP for the audit services and non-audit advisory services will be as follows:

December 31, 2019 audit services	\$ 73,400
December 31, 2019 3 rd federal program	\$ 5,000
June 30, 2020 Transit single audit	\$ 8,500
Non-audit advisory services	\$ 11,100
Total	\$ 98,000

It is the City's intention to prepare a request for proposal in early 2020 for audit services for the year ending December 31, 2020, and beyond.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

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

BUDGET/TIME IMPLICATIONS:

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

The 2020 budget includes coverage for the fee schedule proposed by CLA as included in this spending resolution request of the City Council.

RESOLUTION NO. R2019

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

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

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

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

PRESENTED AND ADOPTED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, CITY CLERK



CLA (CliftonLarsonAllen LLP)
301 North Neil Street, Suite 205
Champaign, IL 61820
217-351-7400 | fax 217-355-9549
CLAconnect.com

July 31, 2019

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

Dear City Council and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Decatur ("you," "your," or "the entity") for the year ended December 31, 2019.

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

Audit services

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Decatur, as of and for the year ended December 31, 2019, and the related notes to the financial statements.

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

1. Management's discussion and analysis
2. Certain budgetary comparison schedules
3. GASB-required supplementary pension and OPEB information

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

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

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

1. Statistical section
2. Introductory section

Nonaudit services

We will also provide the following nonaudit services:

- Assistance with preparation of your financial statements, schedule of expenditures of federal awards, and related notes
- Preparation of the Data Collection Form
- Assistance with preparation of adjusting journal entries
- Preparation of the AFR for the State of Illinois Comptroller's Office

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of

federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

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

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We will make reference to May, Cocagne & King, P.C.'s audit of Civic Center Authority in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

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

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing*

Standards, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

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

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

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

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

Management responsibilities

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

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

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying

significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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

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

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

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s),

and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for

providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

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

- We will assist with the preparation of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the AFR and Data Collection Form. You will be responsible for reviewing and approving these.

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

Use of financial statements

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

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the

registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

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

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

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

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

Engagement administration and other matters

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

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

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

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

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

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

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

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

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

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

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

Mediation

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

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

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

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

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

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

Fees

Our invoices for these fees will be rendered in accordance with the following schedule and are payable on presentation (includes the audit of 2 major programs in the single audit and the CYEFR). In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Billing month	Amount
November	\$ 10,000
March	\$ 34,500
April	\$ 12,000
May	\$ 14,800
June	\$2,100
Total	\$ 73,400

Unanticipated services

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

Bookkeeping services

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

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Analyzing transactions for proper recording
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

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

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

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations

- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements

Changes in engagement timing and assistance by your personnel

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

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Other fees

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

Finance charges and collection expenses

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

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your

acceptance of this engagement letter will serve as your consent to use of City of Decatur's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in dark ink that reads "Hope Wheeler". The signature is written in a cursive, flowing style.

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

Response:

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

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

Public Works

DATE: 7/25/2019

MEMO: 2019-98

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing the Purchase of Three Rotary Pumps from Flo-Systems, Inc. for the South Water Treatment Plant

SUMMARY RECOMMENDATION:

Council adopt the attached resolution authorizing the purchase of three Rotary Lobe Pumps for the South Water Treatment Plant from Flo-Systems, Inc., at a cost of \$58,098.

BACKGROUND:

The South Water Treatment Plant has four pumps that transfer aluminum sulfate (a water purification chemical) from the basement to the first floor of the facility. One pump was replaced last year with a Vogelsang rotary lobe pump. The remaining pumps are original to the plant, are 31 years old, have been rebuilt several times, and have reached their reliable service life.

The new rotary lobe pump has performed well since it was installed last year. Therefore, City staff recommends that three more identical Vogelsang rotary lobe pumps be purchased from the same vendor that provided the low quote for the pump last year, which is Flo-Systems, Inc. This is a sole source purchase so that all four pumps are identical to simplify and standardize the operation and maintenance of them. The cost for three new Vogelsang pumps is \$58,098. The quote is attached.

PRIOR COUNCIL ACTION:

On March 19, 2018, the City Council authorized the purchase of a Vogelsang rotary lobe

pump from Flo-Systems at a cost of \$20,141. At that time it was reported to the City Council that if the pump performed well for an extended period of time that City staff would request the City Council to approve the purchase of three more identical pumps. The pump has performed well for the past 8 months.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863.

BUDGET/TIME IMPLICATIONS:

This expenditure is included in the Public Works Water Capital Fund 81.

COPY: cc: Tom Caraker Jr., Flo-Systems, Inc.
Randy Weaver, Water Production Maintenance Supervisor

ATTACHMENTS:

Description	Type
Resolution with Exhibit A Memo No. 2019-98	Resolution Letter

RESOLUTION NO. R2019-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF THREE
ROTARY LOBE PUMPS FROM FLO-SYSTEMS, INC. FOR SOUTH
WATER TREATMENT PLANT**

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

Section 1. That the quotation presented to the City Council, herewith Exhibit A, from Flo-Systems, Inc. for the purchase of three rotary lobe pumps, for South Water Treatment Plant, in the total of amount of \$58,098.00, and the same is hereby, received, placed on file and approved.

Section 2. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Flo-Systems, Inc., for their bid price of \$58,098.00.

PRESENTED AND ADOPTED this 5th day of August 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Scope

Provided By: Flo-Systems, Inc
 Tom Caraker
 905 Cherry lane
 Troy, IL 62294
 (618) 667-7890
 tomjr@flosystems.com

**VOGELSANG**

Quote #: 106141 v.00



Date: 07.16.2019

No. of Pages: 3

Valid To: 09.16.2019

Delivery Terms: Freight included

Credit Terms: 90 Day Deferred billing

Project Name: PO 4369 Aluminum
 Sulfate

Any item not specifically listed in the quotation will not
 be supplied by Vogelsang.

Questions? Please contact: Gary Haberny at (330) 510 1556 or garyh@vogelsangusa.com

Line #	P/N#	Description	Qty
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Customer states there are no solids in this product

PO 4369 Aluminum Sulfate / Other Medium, not on the list / 1 % Solids / 75 gpm @ 72 psi (165.9 ft of head)

1.0 # 10.1017

VX136-105 In-Line Assembly

3

Each of the above assemblies contain these individual parts:

No.	Part	Qty
1	USIL.0652 Base Plate with RiserIQ112 & VX100/136, SK32 8S, Galvanized	1
2	VX136-105H4Q VX136-105Q Base Pump	1
3	ADSS0009 VX136-105Q SS316 PumpSS316 Stainless Steel Adder	1
4	ADSH0006 VX136-105Q Shaft AdderMotor Shaft Long Shaft Adder42mm	1
5	ADSH0044 VX136-105Q Shaft AdderMotor Shaft Short Shaft Adder	1
6	ADHS1177 VX136-105 Housing AdderInjection, 316 SS Ti Cast Housing Segment AdderInjection S (I)	1

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.

Vogelsang | 7966 St. Rt. 44 | P.O. Box 751 | Ravenna, OH 44266 | Ph: 330-296-3820 Fax: 330-296-4113 | www.vogelsangusa.com

vna55 3-3-08 ver.1

Scope

Quote #: 106141 v.00

Page: 2

Line #	P/N# Description	Qty
7	ADRL1059 VX136-105 Lobe AdderNBR, HIFlo®, black Rotary Lobe Adder	1
8	ADOR1058 VX136-Q O-Ring AdderNBR Wetted O-Ring Adders	1
9	ADMS1116 VX136-Q Seal AdderSingle Cart. SS316 TC/SIC Mechanical Seal Adder	1
10	ADWP1046 VX136-Q SS316 Pump316 Stainless Steel Wear Plate Adder	1
11	ADTW1027 VX136-Q Pressure Disc Adder316 Stainless Steel Pressure Disc Adder	1
12	ADST0004 VX136-Q Strain Bolt AdderStainless Steel Strain Bolt Adder	1
13	SK32-132SP/4-208 Geared Motor, 7.5 HP, 208 RPM 8.36 Ratio, 3/230/460/60 IP 55, TEFC, SF 2.3AGMA Class III	1
14	8HS 8HS Hytrel Sleeve Split	1
15	8S42MM Flange, Driven, 8S x 42MM	1
16	8S158 8S x 1 5/8 Flange	1
17	GPA.060.E Pump Connector 136-1054 inch ASME B16.5 RF 150 lbs Permissible Pressure: 8 bar1.4571 Pickled and Passivated	2
18	DFD.033.P Pump Flange Gasket136-105 AF42, 2 mm	2
19	NUS.004.EE WasherA 10,5 mm x 20 mm x 2,0 mm DIN 125 A4	24
20	NSK.083 Hexagon Head BoltM 10 x 25 mm, DIN 933 1.4571 70	24
21	PSG.014 Buffer Fluid TankPolycarbonate, Opaque 0,29 l NBR 60 °C, Pressure Range 0 -10 bar	1

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.

Vogelsang | 7966 St. Rt. 44 | P.O. Box 751 | Ravenna, OH 44266 | Ph: 330-296-3820 Fax: 330-296-4113 | www.vogelsangusa.com

vna55 3-3-08 ver.1

Scope

Quote #: 106141 v.00

Page: 3

Line #	P/N# Description	Qty
22	48x78Pallet 48"x78" Custom PalletIncluding Weather Proof Plastic Shrink-Wrap Packagingand Labor, Weight Limit 1300lb	1
23	VAU.110 Name Plate	1
24	VUSA.0142 Assembly Serial Tag6 x 13 cm .032" Thick Aluminium	1
25	VUSA.0247 Pump Assembly Safety Label	1
26	VUSA.0080 Made in USA Label2.875" Circle Label Stock ePlanet Label#LT2785-6CJHG	1
27	TEST HI364 Hydraulic Institute 3.6.4Performance Test - Acceptance Level A (Vogelsang Standard)	1

Price, 3 Pumps, Deferred Biling:
\$58,098.00

Public Works

DATE: 7/5/2019

MEMO: 2019-99

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Front Range Environmental, LLC for 2019 Manhole Rehabilitation Project, City Project 2019-14

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2019-99 and attachments related to 2019 Manhole Rehabilitation Project, City Project 2019-14.

ATTACHMENTS:

Description	Type
Council Memo 2019-99	Cover Memo
Resolution with Exhibit A 2019-99	Resolution Letter
Council Bid Tabulation 2019-99	Backup Material

**Public Works Memorandum
NO. 2019-99**

DATE: August 5, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Front Range Environmental, LLC for 2019 Manhole Rehabilitation Project, City Project 2019-14

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$192,080.00 for the 2019 Manhole Rehabilitation Project, City Project 2019-14, with Front Range Environmental, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

The City Council approved the FY 2019 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

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 2019 Manhole Rehabilitation Project primarily addresses priority number 4 by repairing deteriorated sanitary manholes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2019 Manhole Rehabilitation Project

The City has over 7,400 manholes within its sanitary sewer collection system. The manholes provide access for maintenance. The two predominant materials used for construction are brick and precast concrete.

The 2019 Manhole Rehabilitation Project is to repair structural deficiencies that have been identified with a minimum disruption to service, disturbance to the surface, and budget impact. Structural deficiencies within manholes include missing grout and bricks, broken or missing concrete, voids/holes with soil visible and inflow & infiltration. The project locations were identified from the manhole inspection program conducted in the City's sanitary sewer system.

The manhole rehabilitation process involves the application of a sprayable grout called "gunite" specially formulated for the reconstruction of manholes. The liner is installed at a designed strength and thickness for the diameter and surface loading at the manhole to provide full structural rehabilitation. Prior to the application of the gunite the manhole is power washed, and all voids and active infiltration is plugged. The gunite process takes a fraction of the time, disturbance, and cost of replacing the manhole.

The 2019 Manhole Rehabilitation Project will line approximately 640 Vertical Linear Feet (VLF) at 43 locations on manholes at depths greater than 12 foot. The work also includes cleaning, liner testing, and traffic control.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised July 3, 2019 and bids were opened on Thursday, July 25, 2019. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Front Range Environmental, LLC	\$192,080.00	(3.01%)
Culy Contracting, LLC	\$196,504.00	(0.78%)
RMS Utility Services	\$209,945.04	6.01%
Dependable Maintenance System	\$219,366.00	10.76%
Redina Construction Co.	\$272,848.80	42.05%
National Power Rodding	\$367,871.20	87.21%
Visu-Sewer of Missouri, LLC	\$439,821.50	109.49%
Engineer's Estimate	\$198,048.00	-----

Nine contractors took out bid packets for the 2019 Manhole Rehabilitation Project and seven contractors turned in proposals for the project. Front Range Environmental, LLC provided the lowest, qualified bid at 3.01% below the engineer's estimate. Front Range Environmental, LLC focuses on the compliance and remediation of storm and sanitary sewers based out of McHenry, IL. Front Range has successfully completed manhole rehabilitation services for City projects in the past.

The 2019 Manhole Rehabilitation project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Front Range Environmental, LLC, to perform the 2019 Manhole Rehabilitation Project.

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

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

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

Subcontracting is not required for a City project. Front Range Environmental, LLC will be performing all of the work for this project and will not be using any subcontractors but will adhere to the requirement that 18% of total hours worked be performed by minority workers.

POTENTIAL OBJECTION:

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

SCHEDULE: The project will begin in September and is to be completed December 31, 2019.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Sewer Fund. The recommended low bid amount is \$192,080. The Sewer Fund is supported by sanitary sewer user fees.

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

INPUT FROM OTHER SOURCES: None

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

LEGAL REVIEW:

Legal approved project plans and specifications on June 27, 2019.

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

Attach: 2

cc: Front Range Environmental, LLC
Culy Contracting, LLC
RMS Utility Services
Dependable Maintenance System

Redina Construction, Co.
National Power Rodding
Visu-Sewer of Missouri, LLC

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH FRONT RANGE ENVIRONMENTAL, LLC FOR 2019
MANHOLE REHABILITATION PROJECT
CITY PROJECT 2019-14**

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

Section 1. That the tabulation of bids received for City Project 2019-14, 2019 Manhole Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Front Range Environmental LLC, in the amount of \$192,080.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Front Range Environmental, LLC attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$192,080.00.

PRESENTED and ADOPTED this 5th day of August 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

PROJECT MANUAL

2019 ANNUAL MANHOLE REHABILITATION PROJECT

CITY PROJECT 2019-14

JULY 2019

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT**

**1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR
2019 MANHOLE REHABILITATION PROJECT

Julie Moore Wolfe, Mayor

Rodney Walker	Pat McDaniel
Bill Faber	Lisa Gregory
David Horn	Chuck Kuhle

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

CITY OF DECATUR
2019 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2019-14

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **1:30 P.M., Thursday, July 25, 2019**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2019 MANHOLE REHABILITATION PROJECT

CITY PROJECT 2019-14

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

The proposed improvement, 2019 Manhole Rehabilitation Project, designated as City Project 2019-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, frame and casting replacement, cleanup, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, JULY 11, 2019, AT 1:30 P.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

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

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

ADVERTISEMENT FOR BIDS

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

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

REJECTION OF BIDS:

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

July 3, 2019
Date Advertised

Matthew C. Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **2019 Manhole Rehabilitation Project**

City Project No.: **2019-14**

Owner: **City of Decatur, Illinois**

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement** or the **Minority Business Enterprise Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request**.
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

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

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

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

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

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

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

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.
- C. A contractor shall provide evidence of meeting the City’s minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

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

- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
- (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2019 ANNUAL MANHOLE REHABILITATION PROJECT
CITY PROJECT 2019-14
DATED JULY 2019**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated July 18, 2019, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on July 11, 2019.

AD-1-3 City of Decatur Technical Specifications – Section 1 Cementitious Lining of Manholes

- 3.01 The following shall be ~~removed~~ and **added** from Section 2.00 Products.

2.01 Patching Materials

3. Approved Products and Manufactures

f. DuraSeal RM, Manufactured by DuraSeal, LLC.

2.02 Infiltration Control Measures

3. Approved Products and Manufactures

f. DuraSeal Plug, Manufactured by DuraSeal, LLC.

2.03 Invert Repair

3. Approved Products and Manufactures

f. DuraSeal RM, Manufactured by DuraSeal, LLC.

2.05 Cement Lining Material

3. Approved Products and Manufactures

f. DuraSeal PM, Manufactured by DuraSeal, LLC.

2.06 Manhole Chimney Seal

3. Approved Products and Manufactures

e. DuraFlex, Manufactured by DuraSeal, LLC.

Please make the proper acknowledgment of **addenda #1** on page **15** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: 7/18/19

Pre-bid Meeting Minutes
for
**2019 Annual Manhole Rehabilitation Project
City Project 2019-14**

Public Works Conference Room
1:30 p.m. Thursday, July 11, 2019

I. Introductions

II. Project Review

A. Large Depth Manholes

All manholes are 12 foot and deeper.

B. Casting Replacement

Not all the manholes will require casting replacements, but it is specified on the detailed quantities sheet.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).

A. Policy

*The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist, **and** 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed.*

B. Definitions

The Prospective bidders were directed to the attached document that provided an excerpt of the State's definition of a minority.

C. Project Goals and Good Faith Efforts

1. Subcontracting Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available.
 - a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.
 - b. The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. Discuss options to assist in "actively and aggressively" seeking this participation.

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

c. What is the City's expectation of a Good Faith Effort?

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

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

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.
 - a. The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

Questions:

Are any of the manholes on a force main? Answer: No, all are gravity sewers.

Do any of the locations require permits? Answer: No, permits will not be required for the manhole rehabilitation. Contractor shall provide lane closure permits as detailed in the specifications.

What are the sizes of the manholes? Answer: On the detailed quantities sheet, you can find the approximate diameter.

Are all the manholes on roadways? Answer: No, some of the manholes are within alleys or between homes, contractor shall familiarize themselves with the location by the maps and field visits.

Who was all in attendance? Answer: Please refer to the plan holders list on Decatur Blueprint's website and attached to the minutes.

Is advertisement required for MBE subcontracting? Answer: Advertisement is not required, contractor shall make multiple direct contacts as detailed in the minority participations goals review.

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

Pre-Bid Sign-In Sheet

2019 Annual Manhole Rehabilitation Project

City Project 2019-14

July 11, 2019 @ 1:30 P.M., Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Anthony White Email: ddpdms@gmail.com	Dependable Maintenance Systems	563-243-4953	(P)
2) Marvin Lafitte Email: marvin@redina-construction.com	Redina Constructing	563-242-2172 217-384-0008	C P (C)
3) Chad Smeltzer Email: chads@midwestwatergroup.com	RMS Utilities	800-526-5558 800-526-5559	P (C)
4) Bill Heffernan Email:	Front Range Construction	847-360-3547	P (C)
5) Johnny Doss Email:	Visu-Sewer	314-568-2605	P (C)
6) Todd Shobayo Email: tshobayo@nationalpowercontracting.com	National Power Contracting	312-666-7700 312-666-0748	P (C)
7) Chris Callahan Email:	Caly Contracting	705-584-8509 705-584-8060	P (C)
8) Sarah Blaine Email: sblaine@decaturil.gov	City of Decatur	217-424-2747 217-424-2799	(P) C
9) Email:			P C
10) Email:			P C
11) Email:			P C
12) Email:			P C
13) Email:			P C
14) Email:			P C
15) Email:			P C

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

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

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

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

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

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals.

- C. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; *[This is provide through Prevailing Wage documentation]*
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
 - (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

For Construction of: **2019 Manhole Rehabilitation Project**
City Project No.: **2019-14**
Owner: **City of Decatur, Illinois**

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

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

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

	SUBCONTRACTOR	TYPE OF WORK
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

DATE July 22, 2019

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
Email Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
Email Address

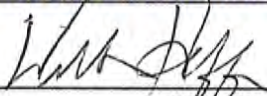
Names of All
Members of Firm

(If a Corporation)
Corporate Name

Front Range Environmental LLC

(SEAL)

By:



Vice-President

Business Address &
Email Address

2110 Wright Road, McHenry, IL 60050

bheffernan@frontrangeenvironmental.com

Names of Officers

William Heffernan

President

William Heffernan

Secretary

Marcy Heffernan

Vice President Treasurer

Attest:



Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2019 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2019-14

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	CEMENTITIOUS LINER, 1.5" THICK	V.L.F.	591.2	<u>175.00</u>	<u>103,460.00</u>
2	CEMENTITIOUS LINER 2.0" THICK	V.L.F.	48.6	<u>200.00</u>	<u>9,720.00</u>
3	SAMPLE MATERIAL TESTING	EACH	10	<u>80.00</u>	<u>800.00</u>
4	VACUUM TEST	EACH	43	<u>300.00</u>	<u>12,900.00</u>
5	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	EACH	6	<u>3000.00</u>	<u>18,000.00</u>
6	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	EACH	5	<u>2000.00</u>	<u>10,000.00</u>
7	MANHOLE CHIMNEY SEAL	EACH	43	<u>400.00</u>	<u>17,200.00</u>
8	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	L.S.	1	<u>\$20,000.00</u>	<u>\$20,000.00</u>

TOTAL BID

\$ 192,080.00



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

**RETURN WITH
BID**

Subcontractor Utilization Statement

Date:	7/24/19	Project Title:	2019 Manhole Rehabilitation
Total Contract Value:		Project Number:	2019-4

Section I: Prime Contractor Information

Prime Contractor: FRONT RANGE ENVIRONMENTAL LLC
 Address: 2110 WRIGHT RD.
MC HENRY, IL. 60050
 Phone: 815-455-1042 / OFF 847-366-3547 / MOB
 Contact Person: BILL HEFFERNAN
 Email: BHEFFERNAN@FRONT-RANGE-ENVIRONMENTAL.COM

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
If more firms submitted quotes, please copy this form and attach the additional information.		

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
NEW BEGINNINGS	MULTIPLE CALLS	HAS PROMISED CALL BACK BUT NO CALL BACK RECEIVED
SMRK CONSTRUCTION	MULTIPLE CALLS	NO CALL BACK
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

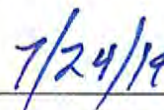
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established the subcontractor utilization goal of 10% Minority Business Enterprises that are to be used in the execution of this project.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

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

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



Signature of Prime Contractor



Date



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

**RETURN WITH BID WHEN
REQUIRED**

Minority Business Enterprise Participation Waiver Request

Date:	7/24/19	Project Title:	2019 MANHOLE REHABILITATION PROJECT
		Project Number:	2019-14

Prime Contractor: FRONT RANGE ENVIRONMENTAL LLC
 Address: 2110 WRIGHT RD.
MC HENRY, IL. 60050
 Phone: 815-455-1042 / OFFICE 847-366-3547 / MOB
 Contact Person: BILL HEFFERNAN
 Email: BHEFFERNAN@FRONT RANGE ENVIRONMENTAL.COM

We hereby request that the City waive the Minority Business Enterprise (MBE) participation goals on the above named project for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading.

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

☒	An insufficient number of MBEs responded to our invitation to bid. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☒	No subcontracting opportunities exist. (Attach explanation)
☐	The award of subcontract(s) is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)

Bill Heffernan 7/24/19
 Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

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

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

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☒	The contractor will self-perform all work and will not subcontract any portion of the project.

REVIEWED BY:

[Signature] 7-26-19
 Public Works Director Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois)
) ss
COUNTY OF McHenry)

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

Signed:

William Heffernan
President Title

Subscribed and sworn to before me this 22nd day of July, 2019.

(SEAL)



Margaret Smith
Notary Public

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



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1218578

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Luke F. Praxmarer**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$4,000,000.00**

Signed this 25th day of July, 2019

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

[Signature]
Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

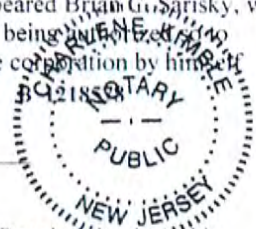
:ss. Branchville

COUNTY OF SUSSEX :

On this 25th day of July, 2019 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by him/herself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

[Signature]
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 25th day of July, 2019.

[Signature]
Michael H. Lanza, SICA Corporate Secretary



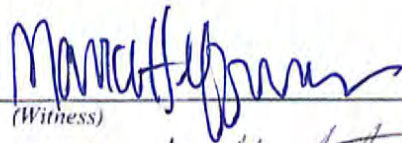
Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

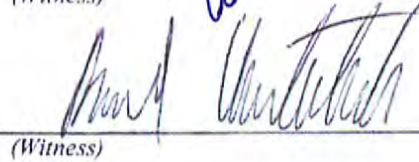
B91 (4-14)

Page 97 of 432

CERTIFIED COPY

Signed and sealed this 25th day of July, 2019


(Witness)


(Witness)

Front Range Environmental LLC

(Contractor as Principal)

(Seal)

(Title)

Selective Insurance Company of America

(Surety)

(Seal)

(Title) Luke F. Praxmarer (Attorney-in-Fact)

Init.

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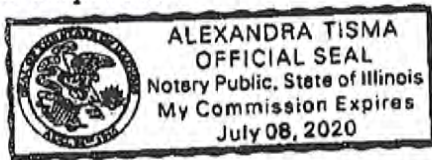
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ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

County of Cook

On this 25th day of July, 2019 before me appeared **Luke F. Praxmarer** to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the **Selective Insurance Company of America**, a corporation: that he seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.



Alexandra Tisma
Notary Public

My Commission Expires:
July 8, 2020

County of Cook, State of Illinois



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

Notification of Change in Participation

Date:		Project Title:	2019 MANHOLE REHABILITATION PROJECT
		Project Number:	2019-14

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 5th Day of August, 2019, by and between the City of Decatur, Illinois, hereinafter called “Owner”, and Front Range Environmental, LLC, hereinafter called the “Contractor”.

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **“2019 MANHOLE REHABILITATION PROJECT”, CITY PROJECT 2019-14**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor’s Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 31, 2019.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Addenda No. 1 July 18, 2019
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond

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

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

FRONT RANGE ENVIRONMENTAL, LLC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2019 Manhole Rehabilitation Project

Project Number 2019-14

We, Front Range Environmental, LLC.

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

as PRINCIPAL, and _____

_____ as SURETY,

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

One Hundred Ninety-Two Thousand Eighty Dollars and 00/100-----

----- Dollars (\$192,080.00), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

Front Range Environmental LLC _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS, (SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 5th day of August, A.D. 2019

Attest: _____
City Council

Kim Althoff, City Clerk _____
City of Decatur, Illinois

City Clerk

Julie Moore Wolfe, Mayor

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GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the State of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

Workers' Compensation and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employer's Liability	
a. Each Accident	\$500,000
b. Disease - policy limit	\$500,000
c. Disease - each employee	\$500,000

Commercial General Liability:

General Aggregate Limit	\$2,000,000
Products - Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	\$1,000,000
---	-------------

The policy shall cover owned, non-owned and hired vehicles.

Certificate:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE (Continued)

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

- (1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and
- (2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

GENERAL CONDITIONS

GC-3 CONSTRUCTION STAKING (continued)

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking, and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor himself or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GENERAL CONDITIONS

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation is to be provided on all good faith efforts to comply with the participation goals. This will include, but not be limited to, entering weekly certified payroll reports, contract and subcontract information, and payment verification through **ePrismSoft**, a web based compliance tracking software. Access to **ePrismSoft** is provided by the City of Decatur.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GENERAL CONDITIONS

GC-13 LIQUIDATED DAMAGES

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction, dated April 1, 2016, published by the Illinois Department of Transportation. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bid will be totaled and the daily charge shall be that required for such total amount.

GENERAL CONDITIONS

GC-14 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren Illinois	(JULIE Member)
AT&T	(JULIE Member)
Comcast Cable	(JULIE Member)
Illinois Department of Transportation	(JULIE Member)
Sanitary District of Decatur	(JULIE Member)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-15 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-16 METHOD OF PAYMENT

Requests for partial payment may be submitted, in writing, at least once each month by the Contractor to the Engineer. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted through ePrismSoft. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

Payments by the City will be equal to the approved partial payment amount, less retainage in accordance with Section 109.07 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, current edition. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

GC-17 NO PARKING SIGNS

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath (drawing contained in these specifications) and a suitable quality and quantity of paint to erect "No Parking" signs, and to mark utilities. This cost will be considered incidental to the contract.

GENERAL CONDITIONS

GC-18 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-19 PHOTOGRAPHS OF EXISTING CONDITIONS

The Contractor shall provide Digital video of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The video shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. One print of the videotape taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-20 PREVAILING WAGE RATES

The Contractor shall supply all weekly prevailing wage documentation, (weekly certified payroll) for both the prime Contractor and their subcontractors through **ePrismSoft**, an electronic web-based compliance tracking software. City Engineering will monitor the payroll for compliance with the applicable "prevailing wage rates" as required in the Special Conditions of this contract.

Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

GC-21 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

GENERAL CONDITIONS

GC-23 SAFETY

The Contractor shall be responsible for the safety of all persons on the work, and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-24 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Division, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-25 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GC-26 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the "Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule."

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GENERAL CONDITIONS

GC-27 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

SC-1 PREVAILING WAGE RATES

CITY OF DECATUR NOTICE TO CONTRACTORS PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur that is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors and subcontractors bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker's name, address, telephone number when available, social security number and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.
6. All contractors and subcontractors must submit to the City of Decatur certified payroll records every month consisting of a complete copy of the records required to be kept above except for the start and end times.
7. The certified payroll records for both the prime Contractor and their subcontractors should be entered into ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

SPECIAL CONDITIONS

8. The certified payroll records must contain a statement signed by the contractor and all subcontractors averring that:
 - a. The certified payroll records submitted are true and accurate;
 - b. The hourly rate paid to each worker is not less than the general prevailing wage rate required; and,
 - c. They are aware and acknowledge that filing certified payroll records they know to be false is a Class B misdemeanor.
9. Certified payroll records submitted to the City of Decatur shall be considered public records pursuant to the Illinois Freedom of Information Act except for employees' addresses, phone numbers and social security numbers.
10. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall comply.
11. Payment to the contractor or any and all subcontractors is expressly conditioned upon strict compliance of the Act, including, but not limited to submittal of certified payroll records.
12. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

SPECIAL CONDITIONS

Macon County Prevailing Wage June 6, 2019

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefits
ASBESTOS ABT-GEN	All	BLD		30.89	32.14	1.5	1.5	2	2	6.3	16.87	0	0.9	0
ASBESTOS ABT-MEC	All	BLD		31.56	32.56	1.5	1.5	2	2	8.25	3	0	0	
BOILERMAKER	All	BLD		37	39.5	1.5	1.5	2	2	7.07	23.72	1.5	1.05	0
BRICK MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
CARPENTER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
CARPENTER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
CEMENT MASON	All	BLD		32.1	33.1	1.5	1.5	2	2	6.3	16.3	0	0.61	0
CEMENT MASON	All	HWY		31	32.5	1.5	1.5	2	2	6.3	16.3	0	0.6	0
CERAMIC TILE FNSHER	All	BLD		31.03	31.03	1.5	1.5	2	2	9.1	10.29	0	0.15	0
ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
ELECTRICIAN	All	BLD		37	40.7	1.5	1.5	2	2	7.4	10.36	0	0.56	0
ELECTRONIC SYS TECH	All	BLD		33.55	35.55	1.5	1.5	2	2	7.05	7	0	0.4	0
ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0

SPECIAL CONDITIONS

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefits
GLAZIER	All	BLD		35.91	37.91	1.5	1.5	2	2	6.25	10.2	0	0.68	0
HT/FROST INSULATOR	All	BLD		38.7	39.7	1.5	1.5	2	2	10.26	12.21	0	0.7	0
IRON WORKER	E	ALL		32.86	34.76	1.5	1.5	2	2	11.14	12.09	0	1.11	0
IRON WORKER	W	BLD		31.64	33.64	1.5	1.5	2	2	9.82	15.16	0	0.7	0
IRON WORKER	W	HWY		33.11	34.86	1.5	1.5	2	2	9.82	16.07	0	0.7	0
LABORER	All	BLD		28.39	29.64	1.5	1.5	2	2	6.3	16.87	0	0.8	0
LABORER	All	HWY		29.65	30.65	1.5	1.5	2	2	6.3	17.88	0	0.8	0
LATHER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
MARBLE FINISHERS	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	
MARBLE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
MILLWRIGHT	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.96	0	0.54	0
MILLWRIGHT	All	HWY		34.98	36.73	1.5	1.5	2	2	8.55	18.52	0	0.52	0
OPERATING ENGINEER	All	BLD	1	36.79	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	2	34.32	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	3	30.53	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	4	38.36	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	1	42.77	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	2	38.17	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0

SPECIAL CONDITIONS

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefits
OPERATING ENGINEER	All	HWY	3	31.09	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	4	44.38	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	O&C		34.22	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
PAINTER	All	ALL		29	30.5	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PAINTER OVER 30FT	All	ALL		30	31.5	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PAINTER PWR EQMT	All	ALL		29.75	31.25	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PILEDRIIVER	All	BLD		33.24	35.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
PILEDRIIVER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
PIPEFITTER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
PLASTERER	All	BLD		30	32	1.5	1.5	2	2	8.4	17.74	0	0.8	
PLUMBER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
ROOFER	All	BLD		28.57	31.59	1.5	1.5	2	2	10.8	8.66	0	0.65	0
SHEETMETAL WORKER	All	BLD		33.11	36.11	1.5	1.5	2	2	9.2	15.13	0	0.7	0
SPRINKLER FITTER	All	BLD		42.87	45.62	1.5	1.5	2	2	8.67	9.55	0	0.52	0
STONE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
TERRAZZO FINISHER	All	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	
TERRAZZO MASON	All	BLD		32.2	32.2	1.5	1.5	2	2	8.57	9.94	0	0.1	
TILE MASON	All	BLD		32.53	32.53	1.5	1.5	2	2	9.1	10.29	0	0.15	0
TRUCK DRIVER	All	ALL	1	37.16	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0

SPECIAL CONDITIONS

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefits
TRUCK DRIVER	All	ALL	2	37.69	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	3	37.98	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	4	38.3	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	5	39.32	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	1	29.73	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	2	30.15	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	3	30.38	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	4	30.64	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	5	31.46	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TUCKPOINTER	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

SPECIAL CONDITIONS

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. **ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspcos Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete;

Athy Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type

autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or

Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists

with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on

Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping

and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar

Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid

Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End

Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers;

Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers

When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete

Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and

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One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete;

Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats;

Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head

Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All;

Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat;

Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push

Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu.

yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines;

Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching

Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom

SPECIAL CONDITIONS

or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*. CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating selfpropelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of

heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape

SPECIAL CONDITIONS

plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SC-2 FAIR EMPLOYMENT PRACTICES

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

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

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

SPECIAL CONDITIONS

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

END OF SPECIAL CONDITIONS

SPECIAL PROVISIONS
AND
TECHNICAL SPECIFICATIONS

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SPECIAL PROVISIONS

The following Standard Specifications shall be used for this project:

The Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", current edition.

The City of Decatur, Department of Engineering and Infrastructure, Engineering Division "Construction Standards", dated January 1, 2003.

"Standard Specifications for Water and Sewer Main Construction in Illinois", current edition.

SP-1 DESCRIPTION OF WORK

The proposed improvement, 2019 Manhole Rehabilitation Project, designated as City Project 2019-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, frame and lid replacement, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, cleanup, and traffic control.

SP-2 COMPLETION DATE

A completion date of **December 31, 2019** has been established for the work described here-in, and as set forth in Section 108 of "Standard Specifications for Road and Bridge Construction." All applicable provisions of Section 108 shall apply.

SP-3 TRAFFIC CONTROL

Description: Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Devices for Streets and Highways, these General Conditions, and any special details and Highway Standards contained herein and in the specifications.

Special attention is called to Articles 107.09 and 107.14 and Sections 701, 702, and 703 of the Standard Specifications for Road and Bridge Construction and the following highway standards relating to traffic control:

Highway Standards: 701501 701601 701901

It is the intent of the City that all streets under this project shall be kept open to traffic at all times unless permission is obtained from the Engineer to close said lane and/or street.

In the event that it is necessary to close the lane and/or street, the Engineer shall be consulted to obtain permission at least 2 working days in advance of the proposed lane and/or street closing. **All appropriate lane closure permits shall be filed with the Department of Public Works prior to any street / lane closures.**

SPECIAL PROVISIONS

SP-3 TRAFFIC CONTROL (Continued)

Traffic Standard 701501: Shall be utilized when a lane is required to be closed on two lane / two way streets.

Traffic Standard 701601: Shall be utilized when a lane is required to be closed on a multilane/ one way or two way with a non-traversable median.

All additional traffic control as required to protect the manhole, materials and work site or as specified on the standard details that are not specifically provided for herein, will be considered included with the contract.

Contractor shall provide Arrowbar is required on all lane closures for two lane/two way streets. Contractor shall provide temporary flagging for all lane closures on 1 lane/two way streets

Property access must be maintained throughout this project. When approved, the Engineer will allow the street to be closed to through traffic.

Basis of Payment: All labor and materials necessary to comply with this special provision will be incidental to the contract price and no additional compensation will be paid.

SP-4 MOBILIZATION

Description: This work will consist of the preparatory work and operations necessary to begin work in the City of Decatur.

Basis of Payment: All labor and materials necessary to comply with this special provision will be incidental to the contract price and no additional compensation will be paid.

SP-5 ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK

Description: All contractors shall include the unit price and extension amount provided on the bid proposal form as a part of their Bid. The funds established in this item shall only be used by the City of Decatur in the event alterations, cancellations, extensions, deductions, or extra work on the project is required.

Basis of Payment: All alterations, cancellations, extensions, deductions, or extra work shall be completed and paid for in accordance with Section 104.02 of the Standard Specifications for Road and Bridge Construction.

SP-6 MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE

Description: This work will consist of the reconstruction of manhole chimneys in accordance with Sections 602 and 603 of the Standard Specifications, The City of Decatur Illinois Construction Standards and as modified herein.

Removal: The pavement shall be cut and removed to minimum distance of 12" from around the outside vertical edge of the casting in a circular fashion centered on the casting. The minimum depth of the concrete collar will be 12", additional backfill if needed will be compacted CA-6.

SPECIAL PROVISIONS

SP-6 MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE **(Continued)**

Reconstruction: A casting spacer will be cut to the exact profile of the road in all directions such that when the manhole rim and cover are resting on top of the spacer, the top of the casting will be no more than 1/4" below flush. The spacer shall be Vylon pipe or an approved equivalent. Using an approved sealant, the spacer shall be sealed to the concrete manhole and to the casting and adjusted to assure proper alignment. After proper alignment is set a water stop shall be placed at the base of the spacer. The water stop shall be Swellstop 3/8"x3/4" controlled expansion waterstop or an approved equivalent. Concrete shall be placed in accordance with the standard specifications. While placing Concrete, place epoxy coated #3 rebar at a 6" spacing and with a 6" overlap. After concrete is placed, the edge against the existing pavement shall be edged and the groove shall be filled with a cold pour crack sealer such as Brewer Cote brand liquid crack filler or an approved equivalent.

Brick Manholes: When reconstructing a brick manhole, it will be necessary to remove enough brick layers until you reach a sturdy base and then place a 2" concrete adjusting ring for a smooth surface to place the spacer on.

Non-Pavement Areas: In non-pavement areas, such as gravel or sod, it will not be necessary to place concrete. It will need to be backfilled with compacted CA-6 and if in sod area excavations will need to have a minimum of 6" of soil placed and seeded and mulched.

Coordination: All manholes reconstructed must be completed prior to cementitious lining of manholes.

Basis of Payment: All labor and materials necessary to complete this work will be included in the contract unit price per EACH for MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT or MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL, of the type specified.

END OF SPECIAL PROVISIONS

**CITY OF DECATUR
TECHNICAL SPECIFICATIONS
SECTION 1: CEMENTITIOUS LINING OF MANHOLES**

1.00 GENERAL

1.01 Descriptions

This work shall include all labor, equipment, supervision and materials necessary to install cementitious liners used in the rehabilitation of sanitary sewer structures.

1.02 Minimum Qualifications

The Contractor shall provide the Engineer with certification from the lining manufacturer that the Contractor's personnel have been adequately trained in the installation of the liner proposed to be used by the Contractor. Such certification shall describe manufacturer's training program and, if applicable, licensing policies and procedures for installers.

Contractor must submit 5 recent references of previous projects.

1.03 Standards

1. ASTM C109/C109M-13 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
2. ASTM C293 – Standard Test Method for Flexural Strength of Concrete
3. ASTM C321 - Standard Test Method for Bond Strength of Chemical-Resistant Mortars
4. ASTM F 2551 – Standard Practices for Installing a Protective Cement Liner System in Sanitary Sewer Manholes

1.04 Warranty

Contractor shall warranty lining for a period of one year after the date of substantial completion. Any defects shall be repaired at the Contractor's expense.

1.05 Patents

The Contractor shall warrant and save harmless the Owner against all claims for patent infringement and any loss thereof.

1.06 Submittals.

1. Product Data
 - a. Technical product data on each product.
 - b. Third party laboratory test results that product meets the requirements specified within.
 - c. Minimum of 5 recent references of supplied products.

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1.07 Delivery Storage, and Handling

1. Contractor shall store all products in a dry, weather projected area as per manufacturer's requirements.

2.00 PRODUCTS

2.01 Patching Material

1. All material furnished shall be designed to fill large voids in structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists. Material shall consist of rapid setting cements, NSG aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.
2. Minimum Specifications
 - a. Compressive Strength (ASTM C109)
 - i. 30 mins: >1200 psi
 - ii. 1 hour: >2500 psi
 - iii. 1 day: >4000 psi
 - b. Bond Strength (ASTM C882) 28-Day: >3000 psi
 - c. Shrinkage (ASTM C666) 0%
3. Approved Product and Manufacturers
 - a. Quadex Hyperform, manufactured by Quadex LLC
 - b. Permacast-Patch, manufactured by AP/M Permaform
 - c. Strong Seal Systems QSR, manufactured by Strong Seal Company
 - d. Mainstay ML-10, manufactured by Madewell
 - e. Approved Equal

2.02 Infiltration Control Material

1. All fast setting materials furnished shall be designed to be applied directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.
2. Minimum Specifications:
 - a. Compressive Strength (ASTM C109) 30 mins: 1850 psi
 - b. Bond Strength (ASTM C321) 28-Day: >80 psi
 - c. Set Time 30 seconds
3. Approved Product and Manufacturers
 - a. Quad Plug as manufactured by Quadex LLC
 - b. Permacast Plug manufactured by AP/M Permaform
 - c. Strong Seal Systems Strong Plug, manufactured by Strong Seal Company
 - d. Mainstay ML-10, manufactured by Madewell
 - e. Approved Equal

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2.03 Invert Repair

1. All material furnished shall be designed to fill large voids in structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists.
2. Material shall consist of rapid setting cements, NSG aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.
3. Existing bench shall be coated at minimum the wall thickness, if no bench is present floor shall be sprayed at a minimum double the wall thickness. Flow through plugs shall be required for application.
4. Minimum Product Physical Properties
 - a. Compressive Strength (ASTM C109)
 - i. 30 mins: >1200 psi
 - ii. 1 hour: >2500 psi
 - iii. 1 day: >4000 psi
 - b. Bond Strength (ASTM C882) 28-Day: >3000 psi
 - c. Shrinkage (ASTM C666) 0%
5. Approved Products and Manufacturers
 - a. Quadex Hyperform, manufactured by Quadex LLC.
 - b. Permacast-Patch, manufactured by AP/M Permaform
 - c. Strong Seal Systems QSR, manufactured by Strong Seal Company
 - d. Mainstay ML-10, manufactured by Madewell
 - e. Approved Equal

2.04 Chemical Grout

1. All chemical sealing materials needed to plug severe leaks in performance of work specified shall conform to ASTM F 2304 latest edition for Standard Practice for Rehabilitation of Sewers using Chemical Grouting.

2.05 Cement Lining Material

1. All cementitious lining materials shall be specifically designed for the rehabilitation of manholes and other related wastewater structures. Liner materials shall be cement based, poly-fiber reinforced, shrinkage compensated, and enhanced with chemical admixtures and siliceous aggregates.
2. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for either low-pressure spray or centrifugal spin casting application of cement mortars.
3. All cement liner materials must be capable of a placement thickness of ½" to 2" in a one pass monolithic application.

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4. Portland cement: Portland cement materials shall be manufactured from Type II Portland cement and enhanced with silica fume and high-density chemically stable aggregates.
5. Materials must resist corrosion when placed in an environment capable of producing a maximum substrate pH level of 3.0.
6. Thickness Requirement: Liner thickness shall be as specified in the attached appendices and drawings.
7. Approved material shall exhibit the following 28-day minimum physical properties:
 - a. Compressive Strength (ASTM C109) >10,000 psi
 - b. Flexural Strength (ASTM C293) >1,250 psi
 - c. Bond Strength (ASTM C882) >2,500 psi
 - d. Permeability (AASHTO T-277) Not to exceed 350 coulombs
 - e. Freeze-Thaw (ASTM C666) No damage in minimum 300 cycles
 - f. Material Wet Density Minimum 127 +/-5 PCF
8. Approved material shall be
 - a. Quadex QM-1s Restore, manufactured by Quadex LLC
 - b. MS-10,000 Structural Liner, manufactured by AP/M Permaform
 - c. Strong Seal Systems MS-2A, manufactured by Strong Seal Company
 - d. Mainstay ML72, manufactured by Madewell
 - e. Approved Equal

2.06 Manhole Chimney Seal

1. Material shall be 100% solid, chemically modified epoxy/urethane hybrid that is designed for use on manhole chimneys.
2. Thickness shall be as required by the manufacturer.
3. Approved material shall exhibit the following minimum physical properties:
 - a. Elongation at break: 67% at 70°F (ASTM D-412)
 - b. Tensile strength: 1,400 psi (ASTM D-412)
 - c. Abrasion Resistance: 25.4 milligram loss with a 1,000 gram total load at 1,000 revolutions with a CS100 wheel (Tabor Abrasor Method)
 - d. Shore A hardness: 65
 - e. Shore D hardness: 25
 - f. Flexural Strength: 1,600 psi (ASTM D-790)
4. Approved material shall be:
 - a. Madewell 806, manufactured by Madewell
 - b. STRONG-SEAL SEALANT
 - c. COR-FLEX, AP/M Permaform
 - d. Approved Equal

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3.00 INSTALLATION

3.01 Cleaning and Preparation

1. The floor and interior walls of the structure shall be thoroughly cleaned and made free of all foreign materials including dirt, grit, roots, grease, sludge and all debris or material that may be attached to the wall or bottom of the manhole.
2. Remove MH steps, steps to be removed a minimum of ½" from the surface of wall.
3. High pressure water blasting with a minimum of 3500 psi shall be used to clean free all foreign material within the structure.
4. When grease and oil are present within the structure, an approved detergent or muriatic acid shall be used integrally with the high-pressure cleaning water.
5. All materials resulting from the cleaning of the structure shall be removed prior to application of the cement-based coating.
6. All loose or defective brick, grout, ledges, steps and protruding ledges shall be removed to provide an even surface prior to application of cement-based coating.
7. All debris shall be disposed of by the contractor at no cost to the owner.

3.02 Sealing Active Leaks

1. The work consists of hand applying a dry quick-setting cementitious mix designed to instantly stop running water or seepage in all types of concrete and masonry structures. The applicator shall apply material in accordance with manufacturer's recommendations and following specifications.
 - a. The area to be repaired must be clean and free of all debris per the guidelines set forth.
 - b. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth and width of ¾ inch.
 - c. With gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 30 seconds, repeat until leak is stopped.
2. If leak cannot be stopped with cementitious mix, chemical grout shall be used as per ASTM F 2304.

3.03 Invert Repair and Patching

1. The work consists of hand mixing and applying a rapid setting, high early strength, non-shrink patching material to fill all large voids and repair inverts prior to spray lining of the structure.
2. Flow must be temporarily restricted by inflatable or mechanical plugs prior to cleaning and repair.

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3. The area to be repaired must be cleaned and free of all debris per the guidelines set forth.
4. Mix water shall be clean potable water and require no additives or admixtures for use with cementitious patching materials.
5. Cementitious material shall be mixed in a mortar tub or 5-gallon pail with water per manufacturer's specifications. Material should be mixed in small quantities, to avoid setting prior to placement in voids or inverts.
6. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by hand or trowel. In invert applications, care should be taken to not apply excessive material in the channel, which could restrict flow. Once applied, materials should be smoothed either by hand or trowel in order to facilitate flow.
7. Flows in inverts can be reestablished within 30 minutes of material placement.

3.04 Application of Cementitious Liner

1. The work consists of spray applying and/or centrifugally spin-casting a cementitious based liner to the inside of the existing structure. The necessary equipment and application methods to apply the cementitious based liner materials shall be only as approved by the material manufacturer.
2. Material shall be mixed with water in accordance with manufacturer's specifications. Once mixed to proper consistency, the materials shall be pumped via a rotor-stator style progressive cavity pump through a material plaster hose for delivery to the appropriate and / or selected application device.
3. Material hose shall be coupled to a low-velocity spray application nozzle. Pumping of the material shall commence and the mortar shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
4. Spraying shall be performed by starting at the bottom of the structure and progressing up the wall to the corbel and chimney areas.
5. Material shall be applied to a specified uniform minimum thickness no less than ½-inch.
6. Material shall be applied to the bench area in such a manner as to provide for proper drainage without ponding.
7. Existing Bench shall be lined at the wall thickness; flow line shall have a minimum thickness of ½" unless MH has a flow through pipe of clay or plastic with top of pipe removed which no material is required in flow line.
8. If no bench is present Contractor shall line structure floor at a minimum of double the wall thickness. Flow shall be bypassed with flow through plug during lining

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and not re-established until sufficient curing of product or as recommended by the product manufacturer

9. Centrifugal application of the cementitious material. Spin-cast unit shall be approved by the material manufacturer with a minimum speed of 2,500 rpm. Motor torque shall be sufficient to apply lining materials evenly within a minimum 8 foot diameter structure.
10. Material hose shall be coupled to the spin-cast unit. The spin-cast unit shall then be positioned within the center of the manhole at either the top of the manhole chimney or the lowest point corresponding to the junction of the manhole bench and walls.
11. The spin-cast unit shall then be initialized, and pumping of the material shall commence. As the mortar begins to be centrifugally cast evenly around the interior of the structure, the rotating applicator head shall be raised and/or lowered at a controlled retrieval speed conducive to providing a uniform material thickness on the structure walls.
12. Controlled multiple passes are then made until the specified minimum finished thickness is attained. If the procedure is interrupted for any reason, simply arrest the retrieval of the applicator head until flows are recommenced.
13. Material thickness may be verified at any point with a depth gauge and shall be no less than a uniform ½-inch. If additional material is required at any level, the spin-cast unit shall be placed at that level and application shall recommence until that area is thickened.
14. Material shall be applied only when the structure is in a damp state, with no visible water dripping or running over the walls.
15. The low-velocity spray nozzle may be used in conjunction with the spin-cast unit to facilitate uniform application of the mortar material to irregularities in the contour of the structure walls and bench areas.
16. When applying materials to open air structures, special precautions shall be taken to ensure proper curing. When recommended by the manufacturer, the contractor shall perform the following:
 - a. Prior to applying materials contractor shall subject the structure to a water spray for a minimum of 24 hours to ensure substrate is fully saturated.
 - b. Contractor shall avoid spraying portions of the structure that are subjected to direct sunlight.
 - c. When directed by the manufacturer, contractor shall apply curing agent to the surface of all applied and finished materials. (Calcium Aluminate cements only)
 - d. Contractor shall cover place a sheet of 4-6 mil plastic sheeting between frame and cover to prevent any moisture loss.

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17. Troweling of materials shall begin immediately following the spray application. Initial troweling shall be in an upward motion, to compress the material into any voids and missing grout within the structure walls. Precautions should be taken not to over trowel.
18. Once troweling has been completed the applied liner shall be brushed to remove trowel marks and to break up the latent surface brought about by troweling. Brushing should be in the horizontal plane and as with troweling do not over work the lining material.
19. Curing will take place once the structure cover has been replaced. It is important that the structure lid / cover is replaced no more than 10 minutes after troweling is complete to avoid moisture loss in the material due to sunlight and winds. When low flow conditions exist within the structure, additional measures may be required such as placing plastic sheeting underneath the lid/cover.
20. Material shall not be applied during freezing weather conditions. Material shall not be placed when the ambient temperature is 37 degrees Fahrenheit and falling or when the temperature is anticipated to fall below 32 degrees Fahrenheit within 24 hours.

4.00 QUALITY CONTROL

4.01 Visual Inspection

1. All structures will be visually inspected for cracks, bug holes, and unfinished surfaces.
2. Depth measurement of finished liner thickness shall be made at a minimum of 3 locations with the Engineer present.

4.02 Performance Testing

1. As required by the Engineer or Owner Vacuum Testing must be provided as follows: All pipes entering the manhole should be plugged, taking care to securely place the plug from being drawn into the manhole. A vacuum pump apparatus shall be placed onto the manhole ring and sealed to the structure in accordance with the pump manufacturers' recommendations.
2. Sealing apparatus of MH shall be able to fit multiple diameters ranging from 15" to 36" and should be able provide top seal of slide into frame if top of frame is not flush or above ground/pavement surface.
3. A vacuum pump of ten (10) inches of mercury shall be drawn and the vacuum pump shut off. With the pressure relief valves closed, the time shall be measured for the vacuum to drop to nine inches. The following are minimum allowable test times for manhole acceptance at the specified vacuum drop.

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Minimum Allowable Test Times

Manhole Depth	24" - 48" Dia	49"- 60" Dia	61-72" Dia
Feet	Time (sec)	Time (sec)	Time (sec)
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96

4. Material Testing: Two 2" x 2" sample cube shall be taken for every 250 bags of material used. Samples shall be sprayed from nozzle, identified, and sent to an independent test laboratory for compression strength testing as described in ASTM C-109 and shall have a minimum average of the strengths set forth by the specifications.

5.00 MEASUREMENT AND PAYMENT

5.01 Method of Measurement. This work will be measured for payment as follows:

1. Measurement of the actual number of vertical liner feet of cementitious liner installed at the specified thickness measured from the invert to top frame. Measurement shall be made by the Engineer. Measurement shall be rounded to the nearest tenth of a foot.
2. Measurement of material testing shall be each for every sample tested or as specified by the Engineer. Samples shall be sent and tested by a third-party testing agency.
3. Measurement of vacuum testing shall be each for every Manhole or as directed by the Engineer.

5.02 Basis of Payment. This work will be paid for at the contract unit prices as:

1. Payment for materials, installation, and cleanup shall be made at the contract unit price per VERTICAL FOOT for the diameter specified for CEMENTITIOUS LINER of the manholes lined, and no additional compensation will be paid.
2. Payment for material testing shall be made at the contract unit price per EACH for LINER TESTING and no additional compensation will be paid.
3. Payment for vacuum testing shall be made at the contract unit price per EACH for VACUUM TESTING and no additional compensation will be paid.

END SECTION

APPENDIX A

Detailed Quantities

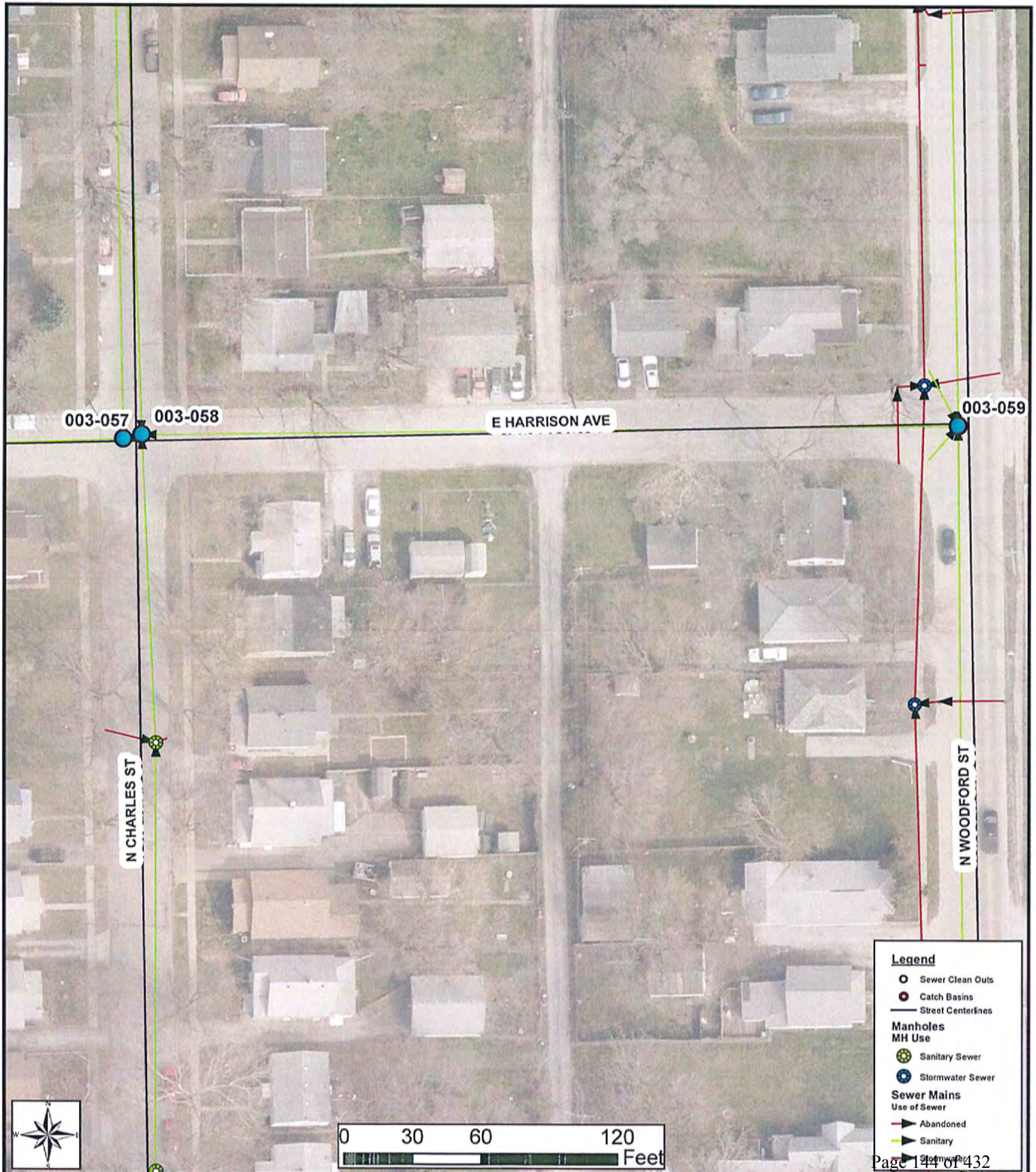
APPENDIX A- DETAILED QUANTITIES									
NUMBER	LOCATION DRAWING	MH ID	RIM TO INV (FT)	LINER THICKNESS (IN)	WALL DIAMETER (IN)	SURFACE TYPE	LOCATION	REPLACE CASTING	STEP REMOVAL
1	1	3-57	16.1	1.5	60	Asphalt	CHARLES AND HARRISON	YES	YES
2		3-58	16.5	1.5	48	Asphalt	HARRISON AND CHARLES	YES	YES
3		3-59	12.2	1.5	48	Concrete Pavement	WOODFORD	NO	YES
4	2	11-52	12.2	1.5	48	Gravel	WILDER	NO	YES
5		13-36	12.4	1.5	48	Gravel	ALLEY OFF MAPLE	YES	YES
6		13-39	13.2	1.5	48	Gravel	ALLEY OFF GRACELAND	NO	YES
7	3	13-42	12.7	1.5	48	Gravel	ALLEY OFF	YES	YES
8		13-49	15.9	1.5	48	Gravel	ALLEY OFF MAPLE	YES	YES
9		13-57	13.4	1.5	48	Asphalt	DIVISION AND GULICK	NO	YES
10	3	13-67	21.6	2.0	48	Gravel	ALLEY OFF MAPLE	NO	YES
11		13-71	12.2	1.5	48	Gravel	ALLEY OFF MAPLE	YES	YES
12		13-83	27.0	2.0	48	Gravel	ALLEY OFF MAPLE	YES	YES
13	4	13-88	12.9	1.5	48	Asphalt	WALNUT GROVE AND CENTER	YES	YES
14		13-90	13.8	1.5	48	Grass/ Dirt	WALNUT GROVE	NO	YES
15		13-110	17.4	1.5	48	Asphalt	GRAND AND GULICK	NO	YES
16	5	13-113	13.8	1.5	48	Asphalt	GRAND AND WALNUT GROVE	NO	YES
17		13-119	19.3	1.5	48	Gravel	ALLEY OFF MAPLE	NO	YES
18		13-120	17.3	1.5	48	Asphalt	HURON	NO	YES
19	7	14-51	13.0	1.5	48	Gravel	ALLEY OFF OLIVE	NO	YES
20		14-64	14.8	1.5	48	Asphalt	CENTER	YES	YES
21		14-72	17.0	1.5	48	Asphalt	WAGONER	NO	YES
22	8	15-48	12.9	1.5	48	Asphalt	KING AND MONROE	NO	YES
23		15-60	16.0	1.5	48	Asphalt	GREEN AND MONROE	NO	YES
24		16-67	12.9	1.5	48	Asphalt	DUNHAM	NO	YES
25	8	16-76	13.5	1.5	48	Asphalt	GREEN AND MERCER	YES	YES
26		16-86	13.5	1.5	48	Asphalt	DUNN CO LOT	NO	YES
27		16-97	12.4	1.5	48	Grass/ Dirt	PARK BETWEEN GRAND AND LEAFLAND	NO	YES
28	6	16-107	17.4	1.5	48	Asphalt	GRAND	NO	YES
29		19-43	12.2	1.5	48	Asphalt	JASPER AND ORCHARD	NO	YES
30		19-84	12.2	1.5	60	Concrete Pavement	JASPER ST	NO	YES
31	11	20-22	14.6	1.5	48	Asphalt	WARREN AND CONDIT	NO	YES
32		20-25	15.0	1.5	48	Grass/ Dirt	CLINTON AND CONDIT	NO	YES
33		20-33	14.0	1.5	48	Asphalt	ORCHARD AND WARREN	NO	YES
34	11	20-34	14.5	1.5	48	Asphalt	MARIETTA	NO	YES
35		20-35	15.5	1.5	48	Asphalt	MARIETTA ST	NO	YES
36		20-37	16.7	1.5	48	Grass/ Dirt	BOULEVARD IN MIDDLE OF MLK	NO	YES
37	12	20-39	13.9	1.5	48	Asphalt	CLINTON	NO	YES
38		20-44	15.0	1.5	48	Asphalt	MLK AND MARIETTA	NO	YES
39		20-45	14.9	1.5	48	Asphalt	MLK AND KING	NO	YES
40	11	20-47	15.8	1.5	48	Asphalt	MLK AND SANGAMON	NO	YES
41		20-49	14.9	1.5	48	Asphalt	SANGAMON	NO	YES
42		20-50	13.6	1.5	48	Asphalt	SANGAMON AND MORGAN	YES	YES
43	12	20-54	13.7	1.5	48	Asphalt	SANGAMON	NO	YES

APPENDIX B

Location Drawings

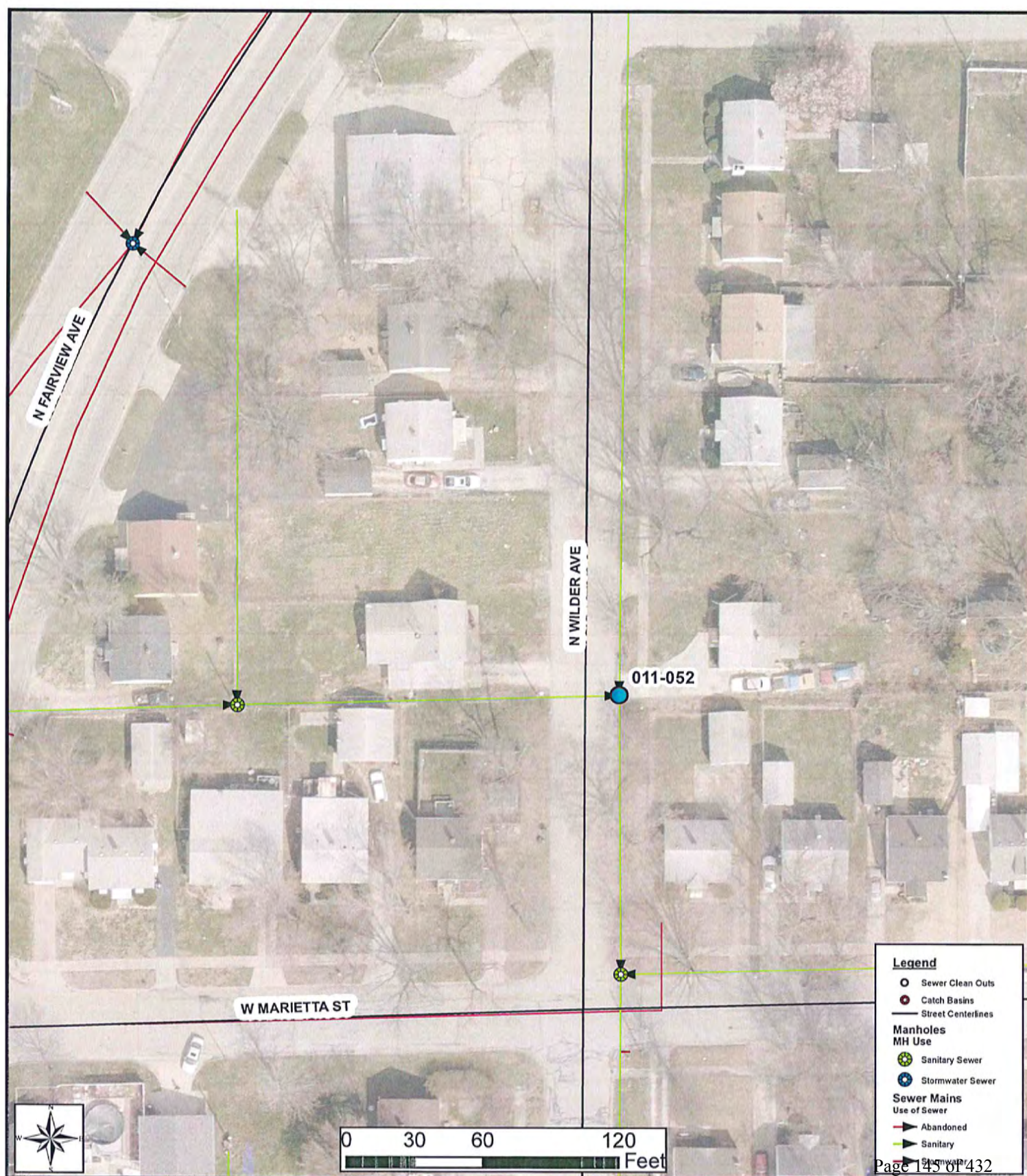
2019-14 Manhole Rehabilitation Project

Location Map 1



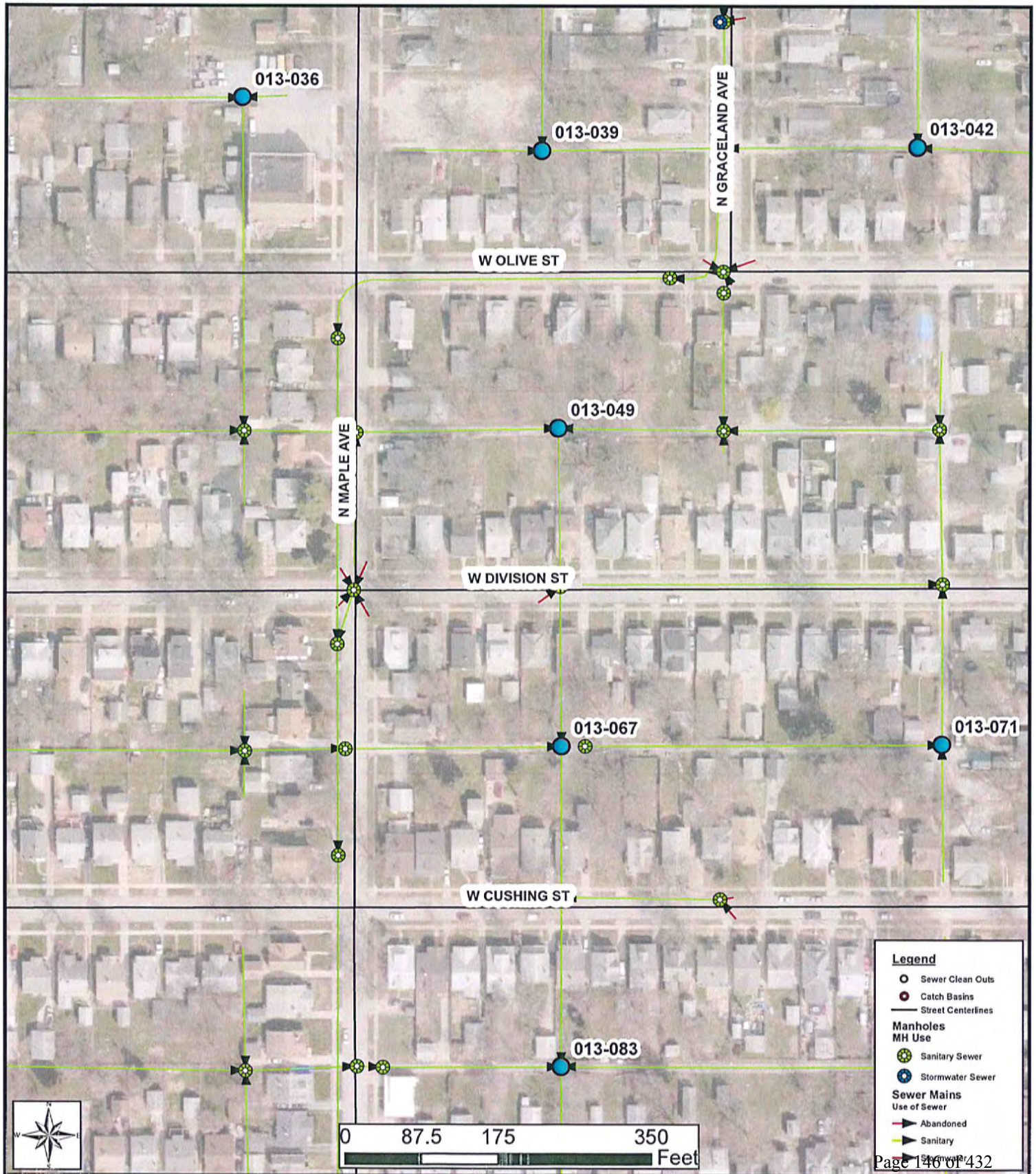
2019-14 Manhole Rehabilitation Project

Location Map 2



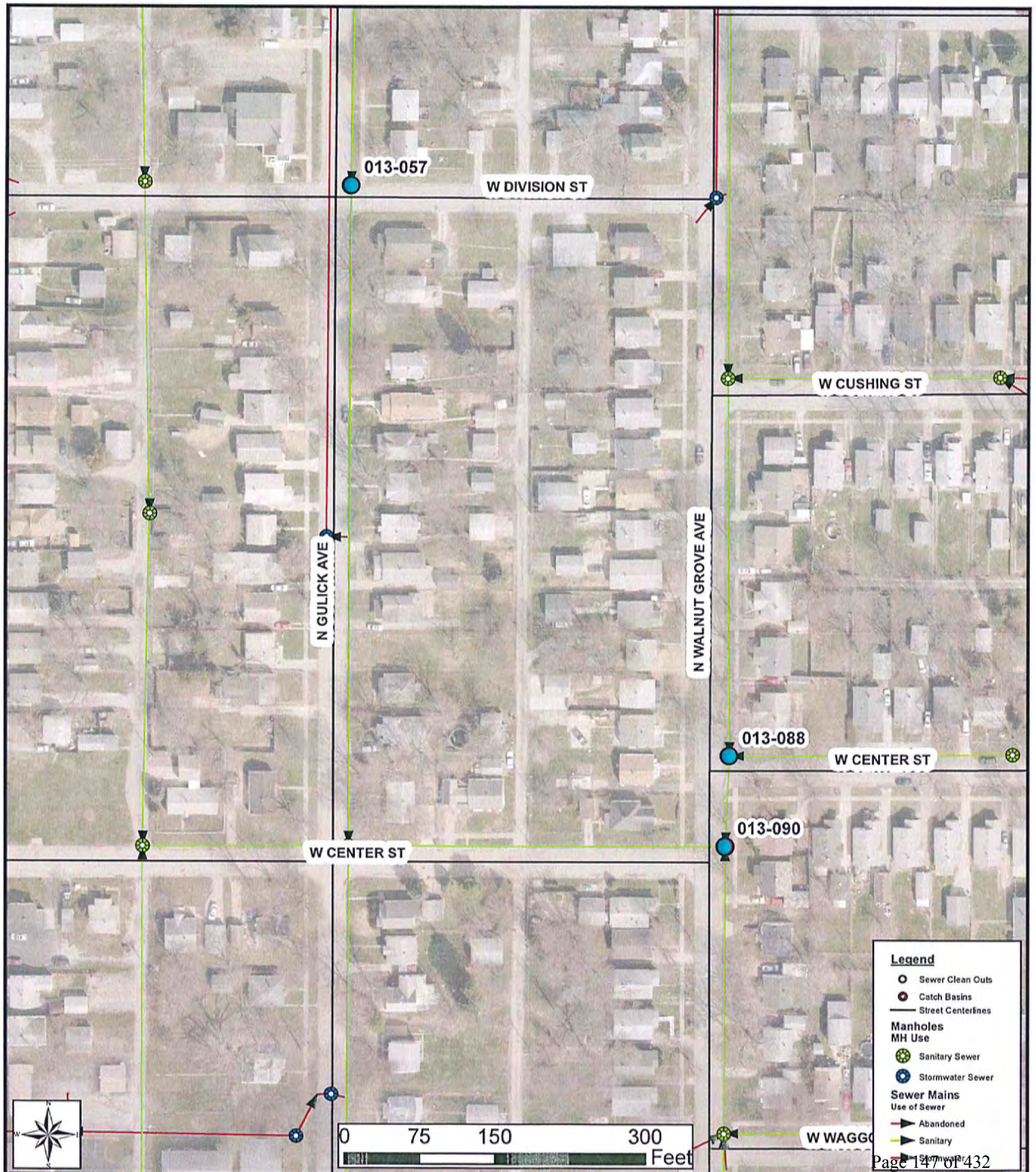
2019-14 Manhole Rehabilitation Project

Location Map 3



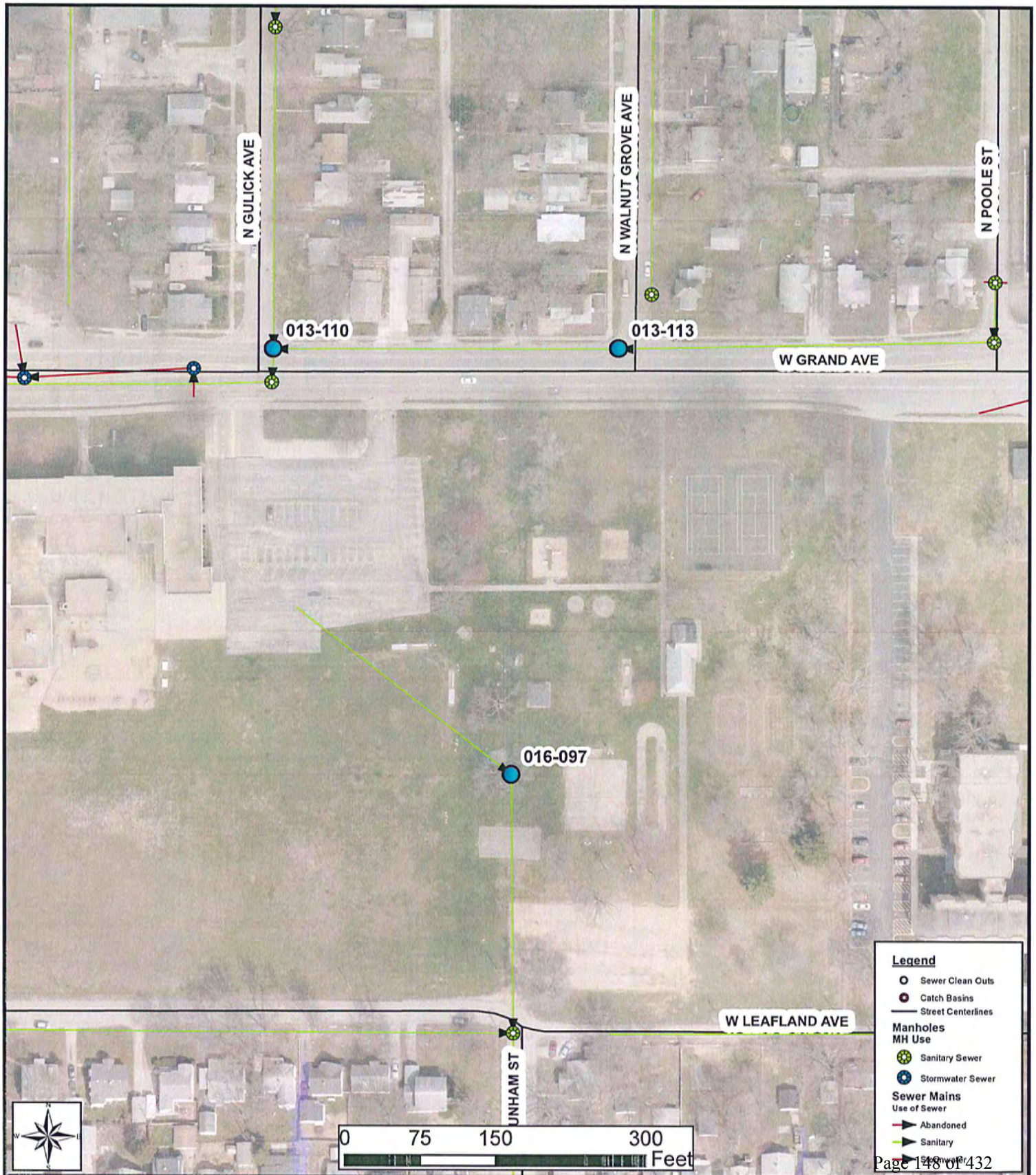
2019-14 Manhole Rehabilitation Project

Location Map 4



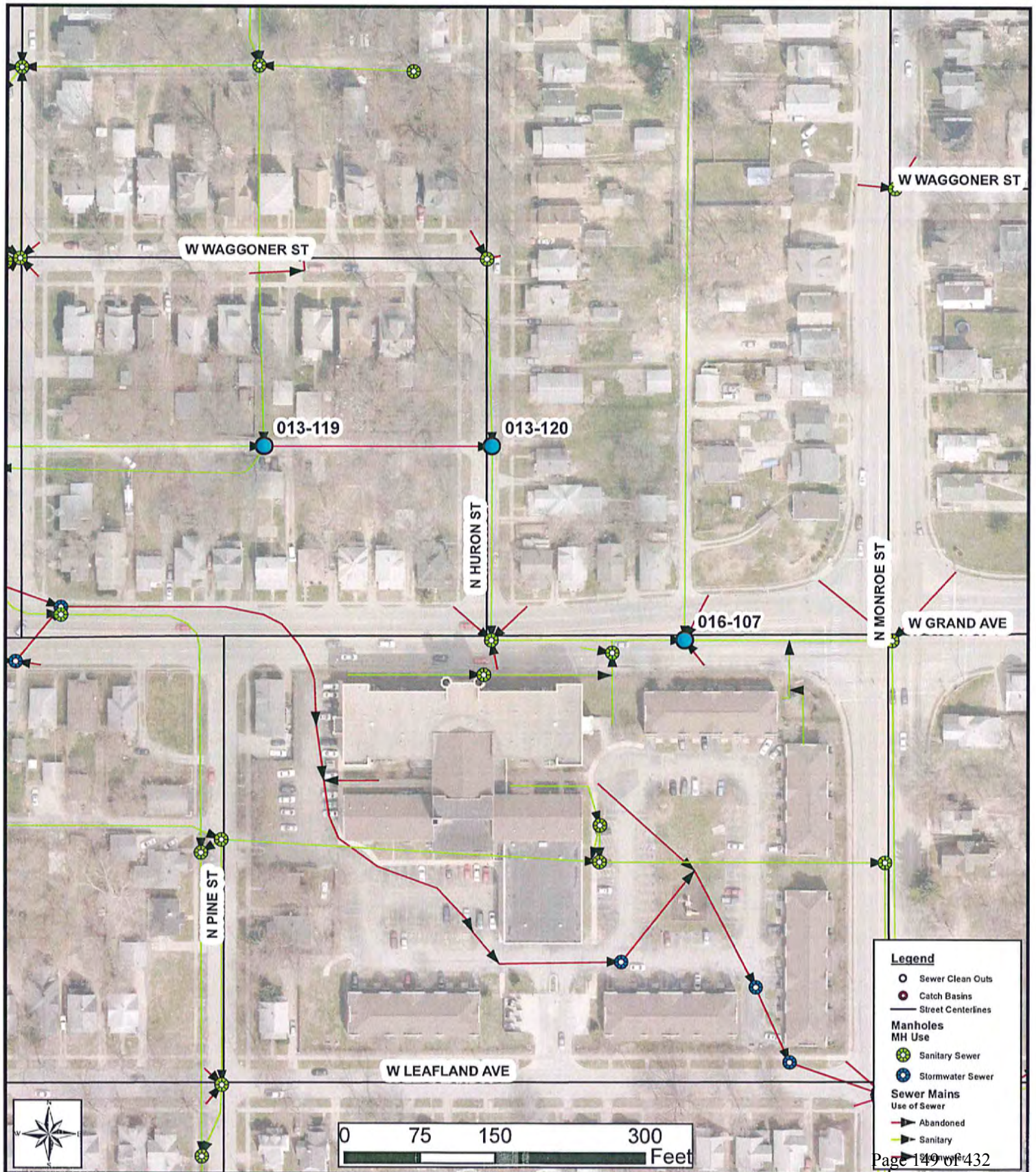
2019-14 Manhole Rehabilitation Project

Location Map 5



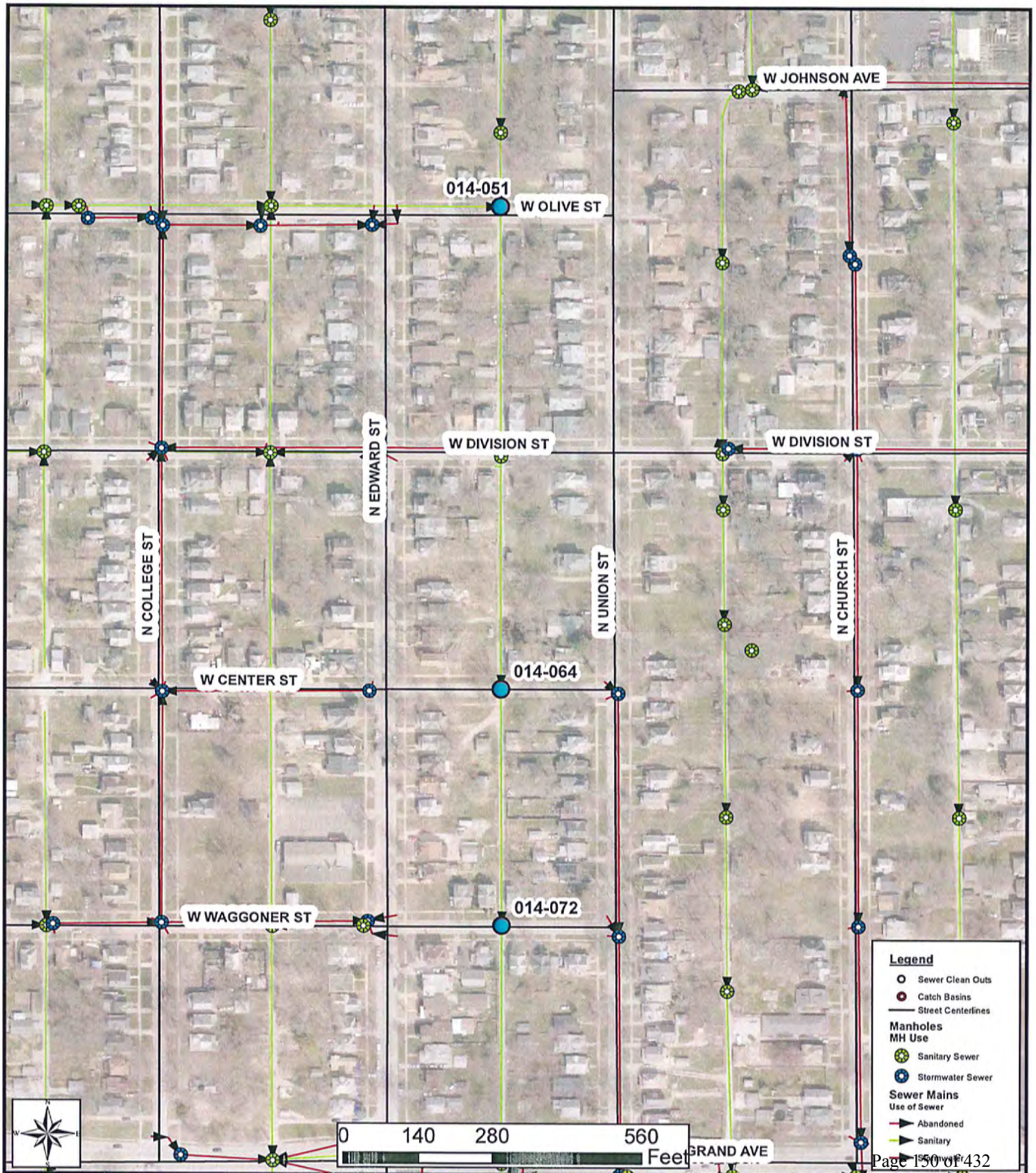
2019-14 Manhole Rehabilitation Project

Location Map 6



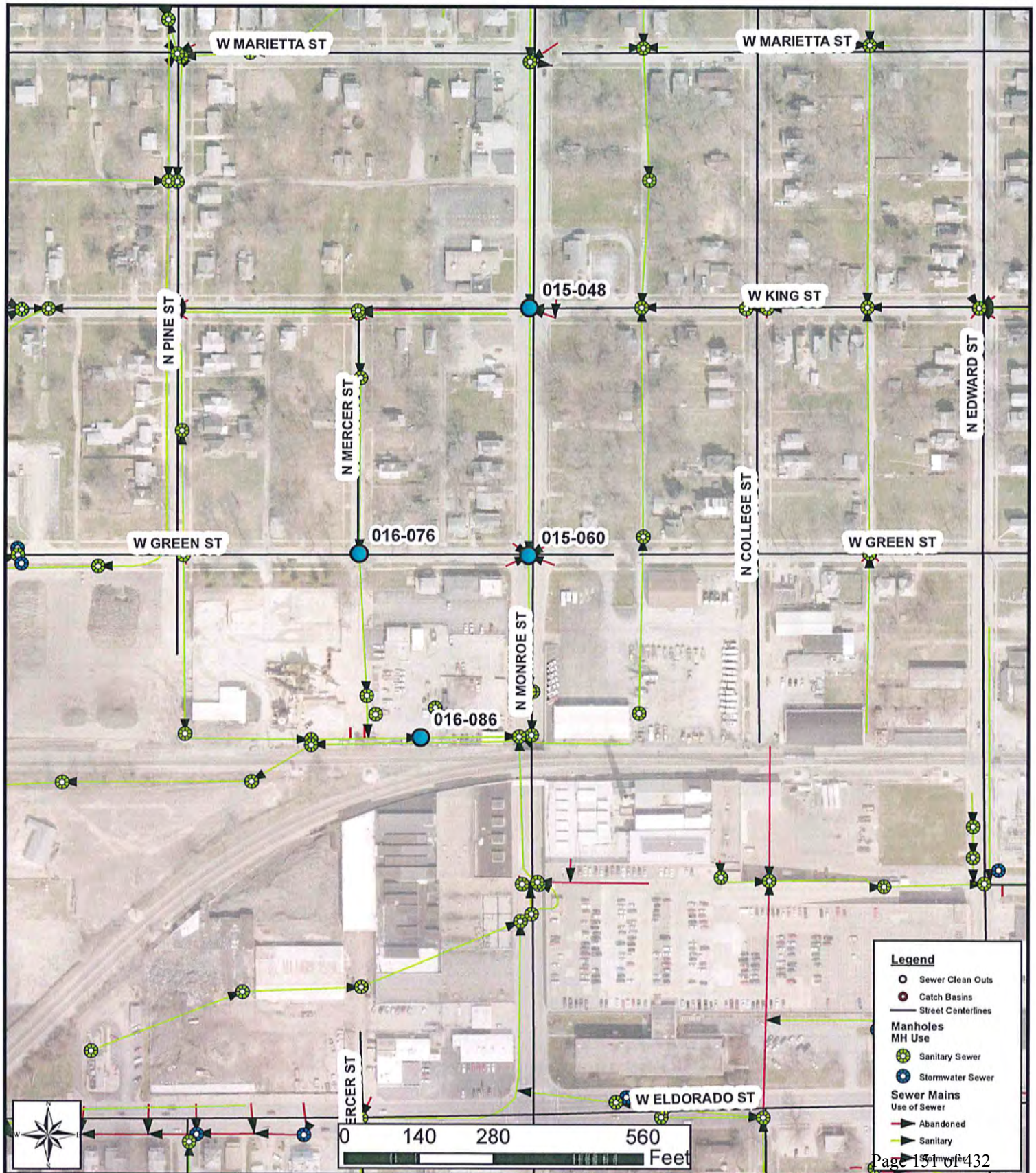
2019-14 Manhole Rehabilitation Project

Location Map 7



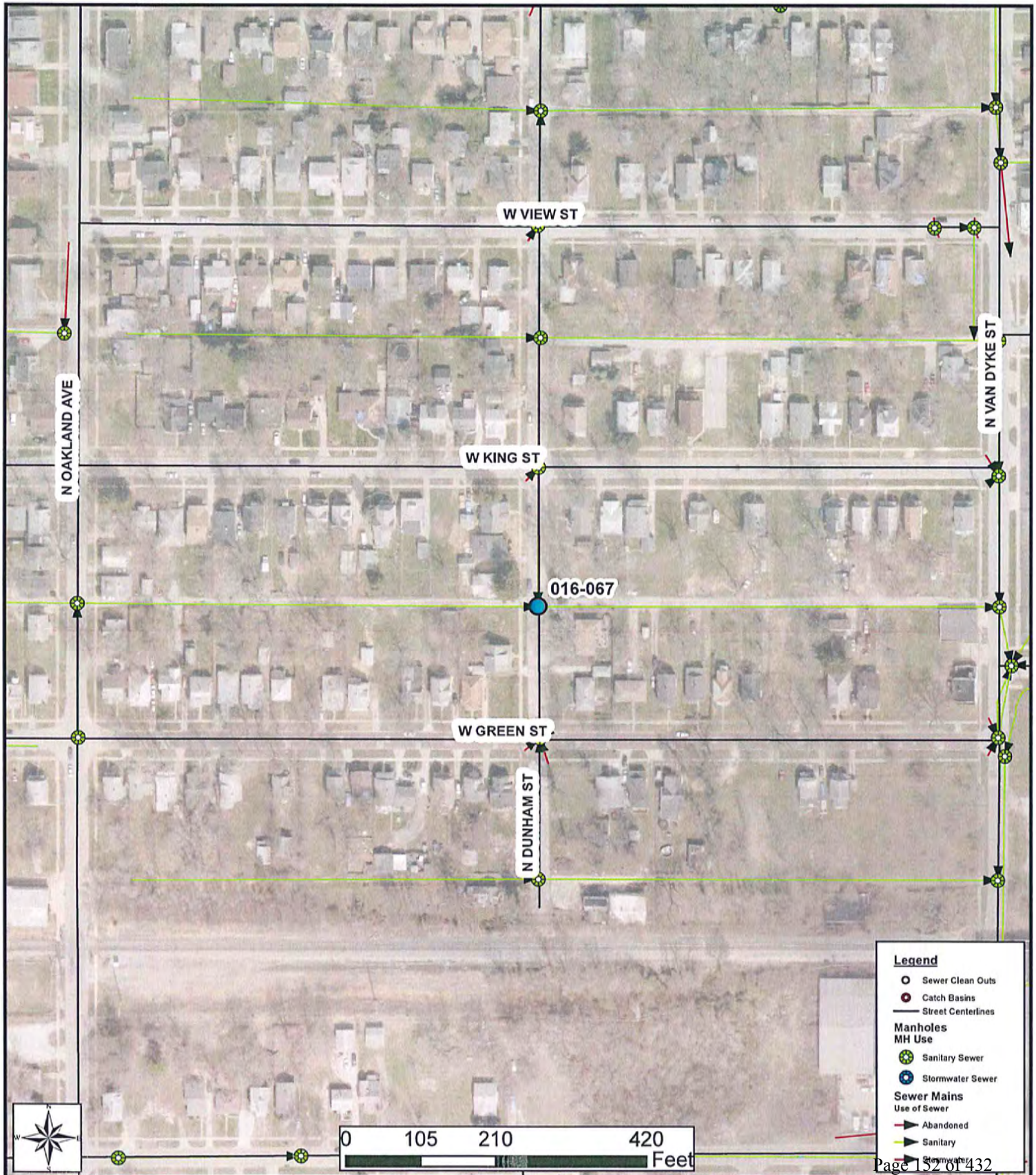
2019-14 Manhole Rehabilitation Project

Location Map 8



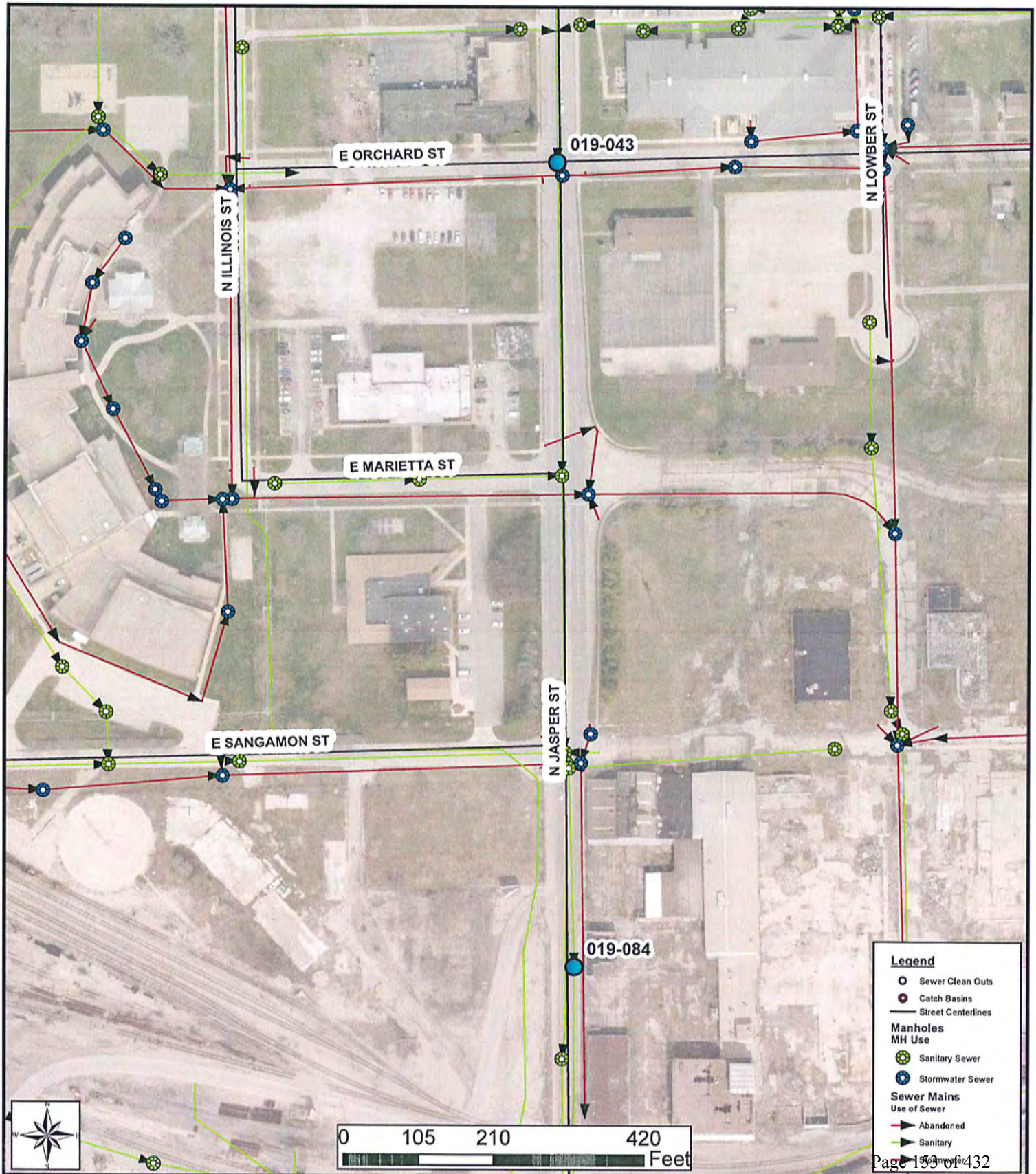
2019-14 Manhole Rehabilitation Project

Location Map 9



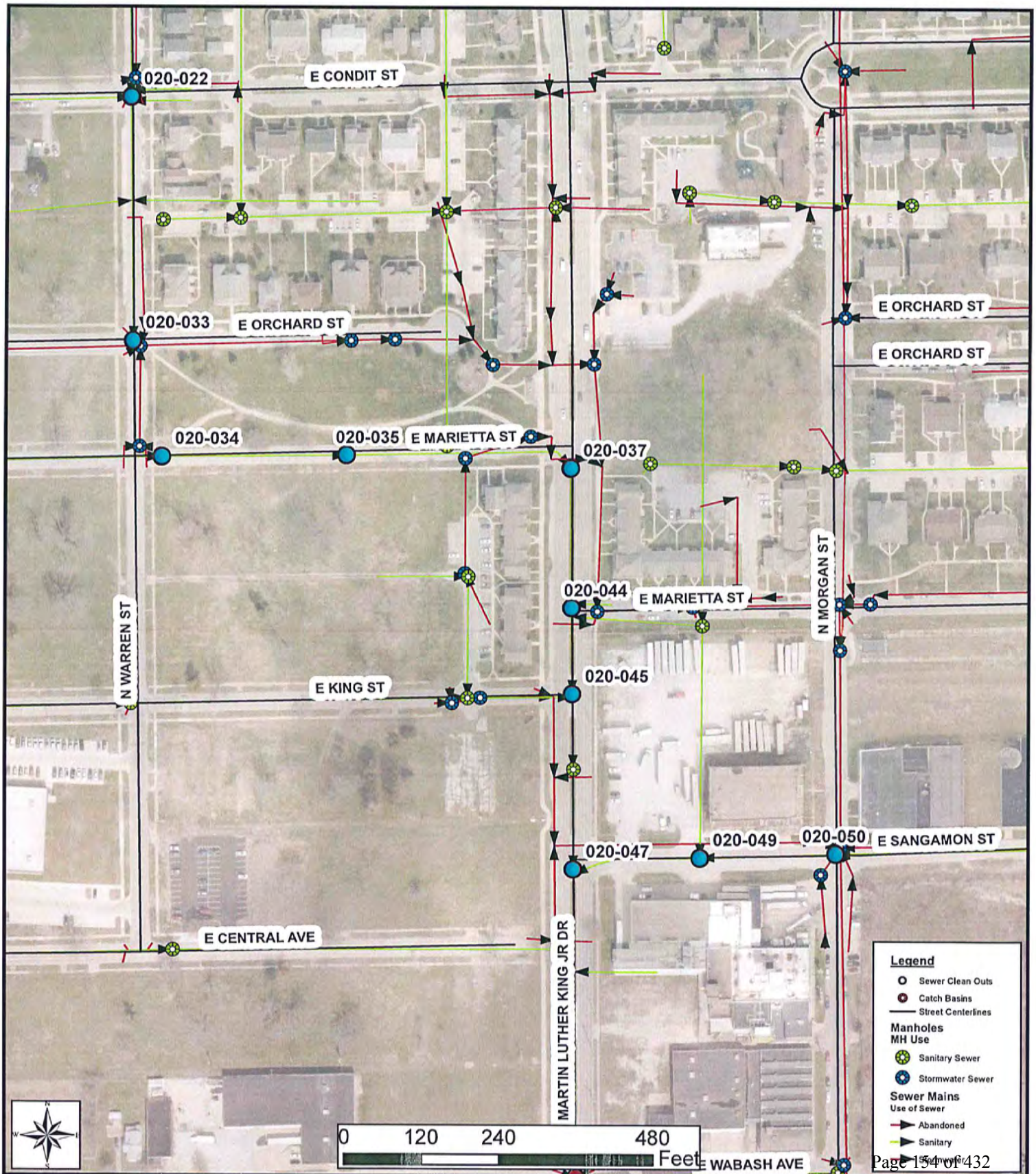
2019-14 Manhole Rehabilitation Project

Location Map 10



2019-14 Manhole Rehabilitation Project

Location Map 11



2019-14 Manhole Rehabilitation Project

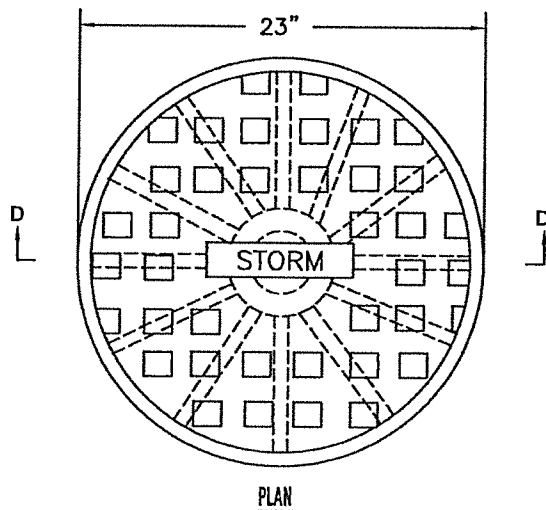
Location Map 12



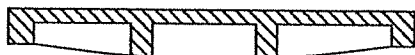
APPENDIX C

Standard Drawings

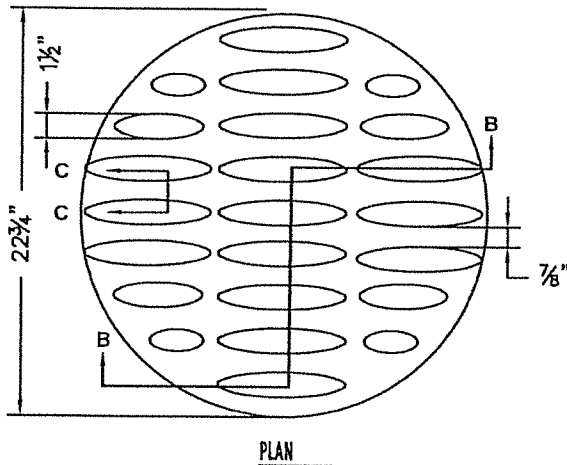
STANDARD DESIGN FRAME AND LIDS TYPE 1



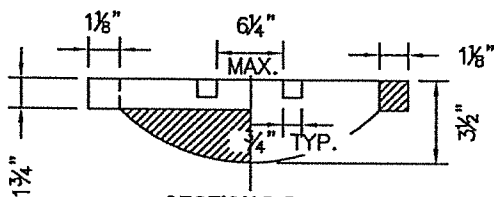
PLAN



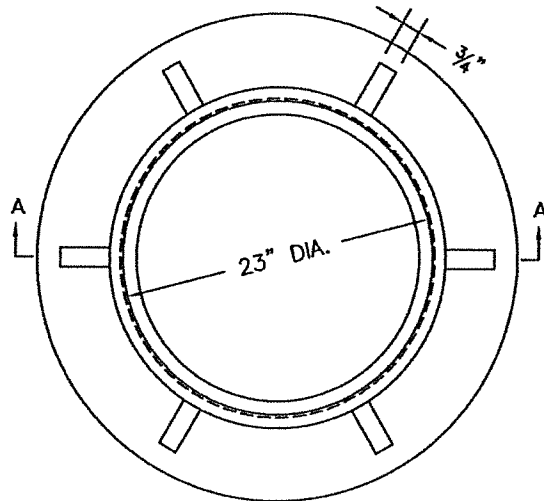
CAST CLOSED LID
SECTION D-D



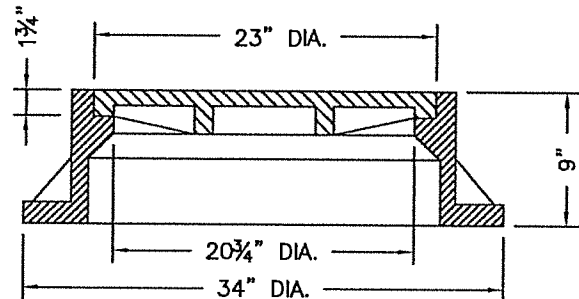
PLAN



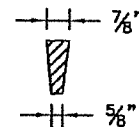
SECTION B-B
CAST OPEN LID



PLAN



SECTION A-A
CAST FRAME



SECTION C-C

NOTES:

1. THE OPEN AND CLOSED LIDS MAY BE MADE OF EITHER GRAY IRON OR DUCTILE IRON.
2. CLOSED LID SHALL HAVE CONCEALED PICKHOLE.
3. CLOSED LID SHALL BE GASKETED IF INSTALLATION IS FOR A SEPARATE SANITARY SEWER.
4. THE LID SHALL BE CAST 'STORM' IF INSTALLATION IS FOR A SEPARATE STORM SEWER.
5. THE LID SHALL BE CAST 'SANITARY' IF INSTALLATION IS FOR A SEPARATE SANITARY SEWER OR COMBINATION SEWERS.
6. THE LID SHALL BE CAST 'COMBINED' IF INSTALLATION IS FOR A COMBINED SEWER.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED: 7-3-78

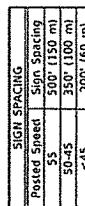
REVISIONS

BY DATE

K.G.Q. 4/8/00

JMM 5/1/02

STANDARD# 2020



	Work area
	Cone, drum or barricade (not required for moving operations)
	Sign on portable or permanent support
	Flagger with traffic control sign
	Barricade or drum with flashing light
	Type III barricade with flashing lights

GENERAL NOTES

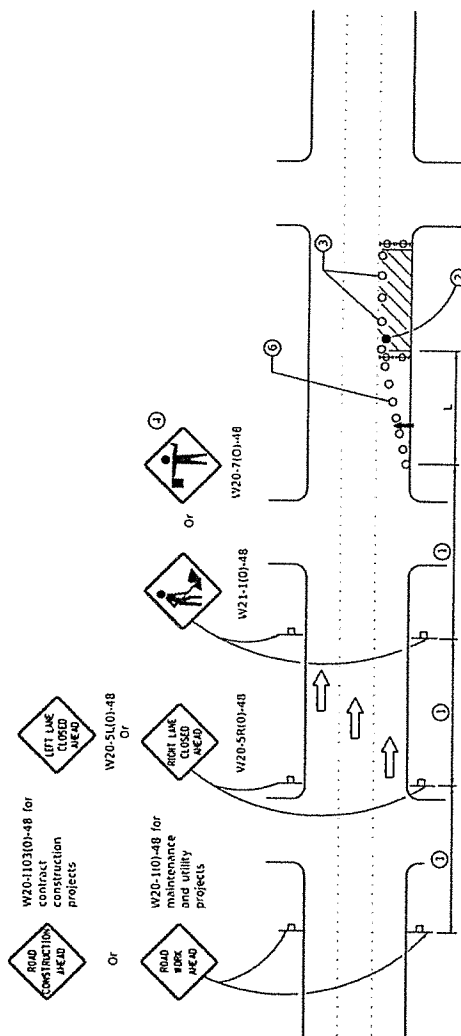
This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED

STANDARD 701501-06



SIGN SPACING	
Posted Speed	Sign Spacing
25	200' (60 m)
30	200' (60 m)
35	200' (60 m)
40	200' (60 m)
45	200' (60 m)
50	200' (60 m)
55	200' (60 m)
60	200' (60 m)
65	200' (60 m)
70	200' (60 m)
75	200' (60 m)
80	200' (60 m)
85	200' (60 m)
90	200' (60 m)
95	200' (60 m)
100	200' (60 m)

SYMBOLS

- ↑ Arrow board
- Cone, drum or barricade
- ▬ Sign on portable or permanent support
- ▨ Work area
- ◻ Barricade or drum with flashing light
- ⚡ Type III barricade with flashing lights
- Flagger with traffic control sign.

- 1 Refer to SIGN SPACING TABLE for distances.
- 2 Required for speeds > 40 MPH
- 3 Cones at 25' (9 m) centers for 250' (75 m). Additional cones are placed at 50' (15 m) centers. When flaggers or Type I or Type II barricades are used, the interval between devices may be doubled.
- 4 Use flagger sign only when flagger is present.
- 5 For approved roadside closures.
- 6 Cones, drums or barricades at 20' (6 m) in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during construction operations or where construction requires lane closures in urban areas.

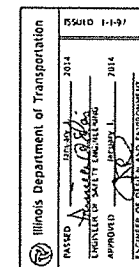
Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
W = Width of offset in feet (meters).		
S = Normal posted speed mph (km/h).		

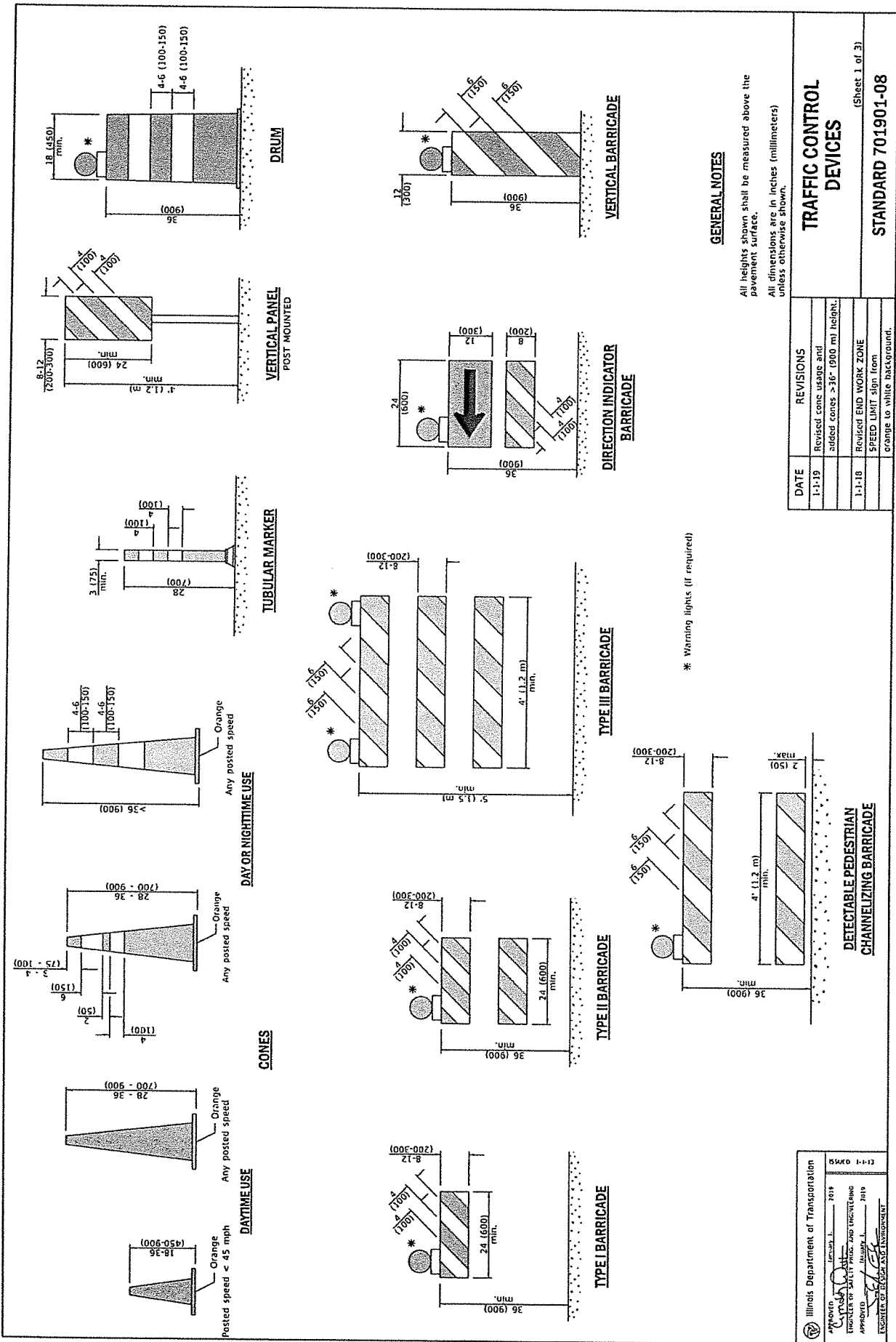
All dimensions are in inches (millimeters) unless otherwise shown.

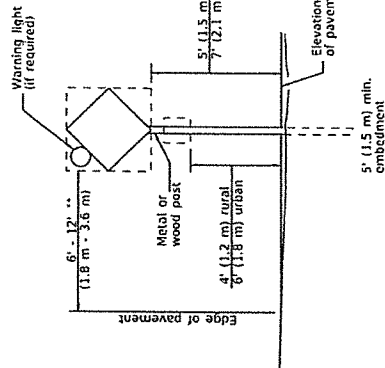
URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIUM (Sheet 1 of 2)	
DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.
STANDARD 701801-09	

Illinois Department of Transportation	
DESIGNED BY	2014
TRUSTEE OF PUBLIC INFRASTRUCTURE	
APPROVED BY	2014
OFFICE OF DESIGN AND ENVIRONMENT	



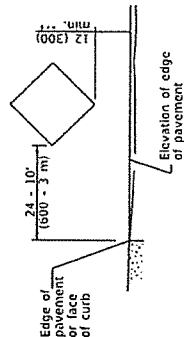
STANDARD 701601-09





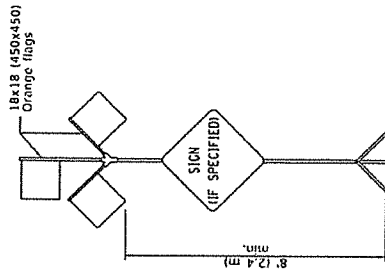
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 8' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

** When work operations exceed four days, this dimension shall be 24 (600) to the face of curb or 8' (1.8 m) to the outside edge of the paved shoulder.



HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

END CONSTRUCTION
G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).
Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE SPEED LIMIT
W21-1115(0)-3618

SPEED LIMIT XX
R2-1-3648

PHOTO ENFORCED
R10-1108p-3618

XXX FINE MINIMUM
R2-1106p-3618

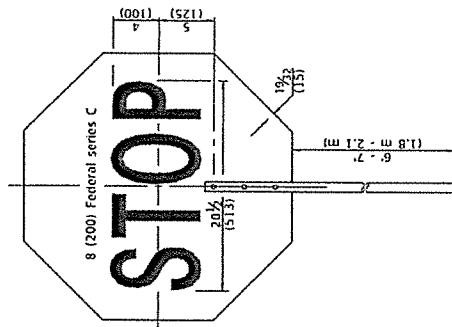
Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT
G20-1103-6036

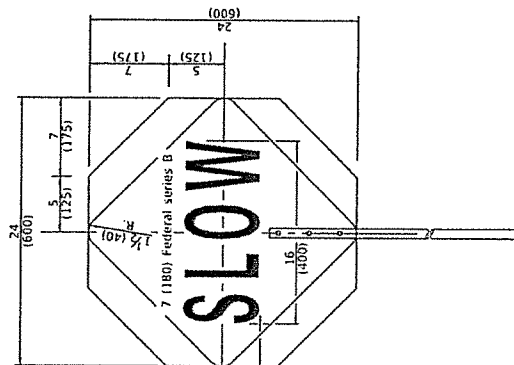
This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

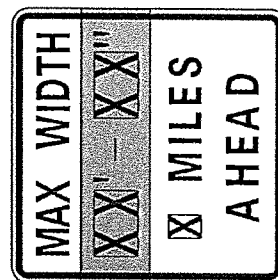
.... R10-1108p shall only be used along roadways under the jurisdiction of the State.



FRONT SIDE



REVERSE SIDE



W12-1103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.

Illinois Department of Transportation

DESIGNED BY: [Signature] DATE: 1-1-12

APPROVED BY: [Signature] DATE: 2019

PROJECT: [Signature] DATE: 2019

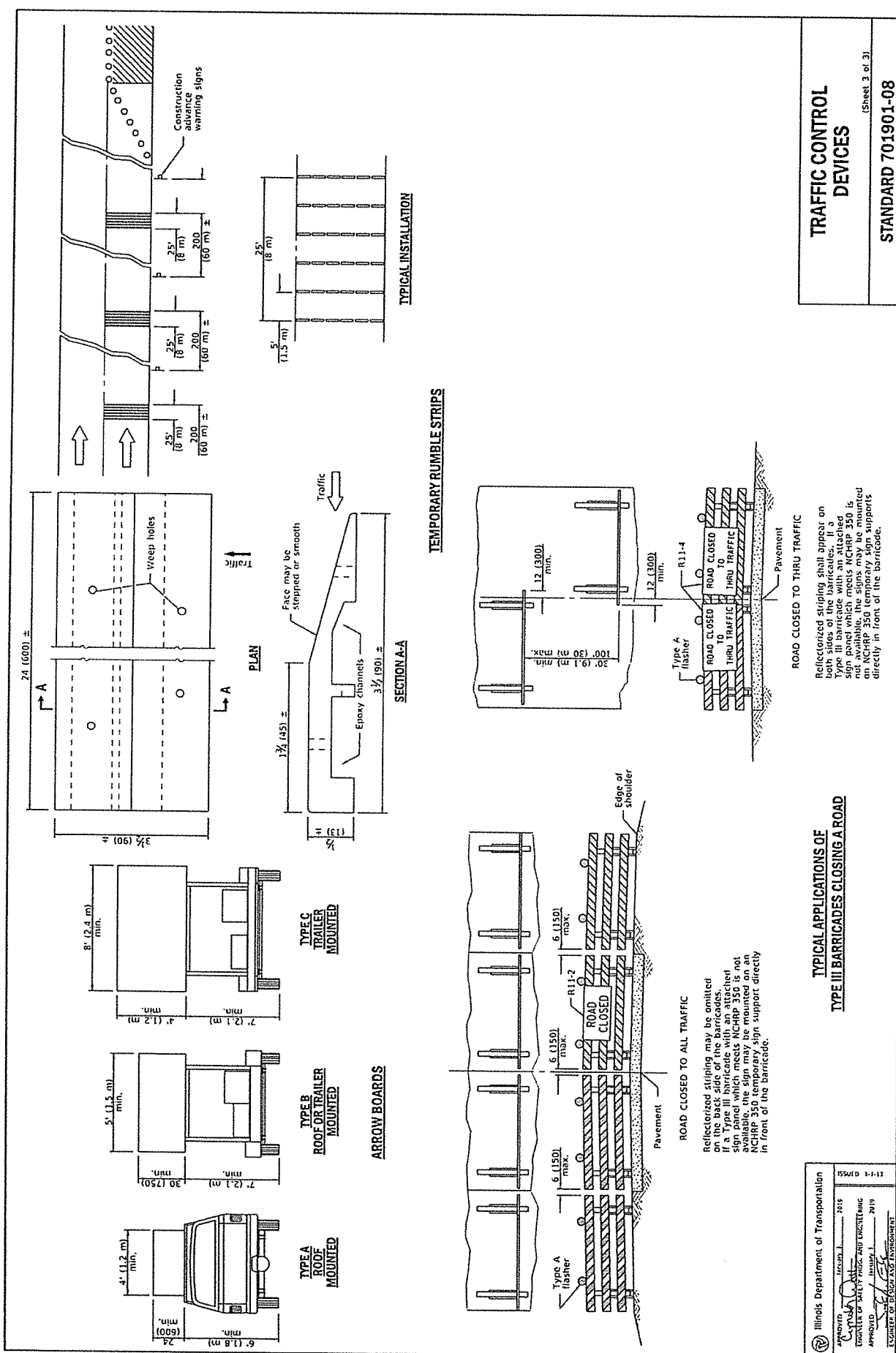
ENGINEER: [Signature] DATE: 2019

TRAFFIC CONTROL DEVICES

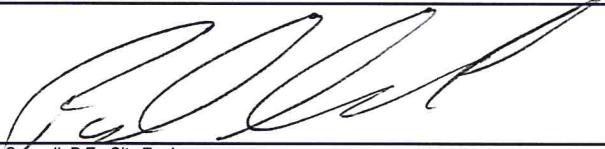
(Sheet 2 of 3)

STANDARD 701901-08

FLAGGER TRAFFIC CONTROL SIGN



Project Name: 2019 Manhole Rehabilitation Project			Engineer's Estimate City Engineering Division		Front Range Environmental, LLC 2110 Wright Road McHenry, IL 60050		Culy Contracting, LLC 5 Industrial Park Dr. Winchester, IN 47394		RMS Utility Services 72 East Street Crystal Lake IL, 60014		Dependable Maintenance System 1414 13 Ave S. Clinton, IA 52732		Redina Construction Co. 987 Chapel Ct. S. Glen Ellyn, IL 60137		National Power Rodding 2500 W. Arthington St. Chicago, IL 60612		Visu-Sewer of Missouri, LLC 7895 St. Clair Ave. E. St. Louis, IL 62203		
Project Number: 2019-14					PH: 847-366-3547		PH: 765-546-2706 FAX: 765-584-8060 Jacob.Hart@midascompanies.com		PH: 630-408-7323 FAX: 866-526-6559 Michelleh@rms4service.com Chads@midwestwatergroup.com		PH: 563-243-4953 FAX: 536-242-2172 ddpdms@gmail.com		PH: 217-384-0068 Marvin@redinaconstruction.com		PH: 312-666-7700 FAX: 312-666-0748 office@Nationalpowerrodding.com		PH: 618-397-9840 FAX: 618-397-0098 jamesb@visu-sewer.com		
Bid Date: July 25, 2019					Bill Heffernan														
Time: 1:30 p.m.																			
Fund: Sewer Fund									Jacob Hart		Michelle Harrod		Ted Dann		Marvin Lafitte		Reid Ruprecht		James Bohn
Organization Code: 79487906																			
Object Code: 489030																			
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CEMENTITIOUS LINER, 1.5" THICK	591.2	V.L.F.	\$160.00	\$94,592.00	\$175.00	\$103,460.00	\$160.00	\$94,592.00	\$198.20	\$117,175.84	\$210.00	\$124,152.00	\$278.00	\$164,353.60	\$306.00	\$180,907.20	\$485.00	\$286,732.00
2	CEMENTITIOUS LINER, 2.0" THICK	48.6	V.L.F.	\$210.00	\$10,206.00	\$200.00	\$9,720.00	\$170.00	\$8,262.00	\$222.00	\$10,789.20	\$240.00	\$11,664.00	\$302.00	\$14,677.20	\$315.00	\$15,309.00	\$507.50	\$24,664.50
3	SAMPLE MATERIAL TESTING	10	EA.	\$500.00	\$5,000.00	\$80.00	\$800.00	\$175.00	\$1,750.00	\$75.00	\$750.00	\$200.00	\$2,000.00	\$113.00	\$1,130.00	\$500.00	\$5,000.00	\$50.00	\$500.00
4	VACUUM TEST	43	EA.	\$350.00	\$15,050.00	\$300.00	\$12,900.00	\$900.00	\$38,700.00	\$250.00	\$10,750.00	\$400.00	\$17,200.00	\$303.00	\$13,029.00	\$485.00	\$20,855.00	\$850.00	\$36,550.00
5	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	6	EA.	\$3,500.00	\$21,000.00	\$3,000.00	\$18,000.00	\$1,750.00	\$10,500.00	\$3,380.00	\$20,280.00	\$2,500.00	\$15,000.00	\$3,975.00	\$23,850.00	\$8,500.00	\$51,000.00	\$3,500.00	\$21,000.00
6	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	5	EA.	\$3,000.00	\$15,000.00	\$2,000.00	\$10,000.00	\$1,100.00	\$5,500.00	\$2,600.00	\$13,000.00	\$2,000.00	\$10,000.00	\$2,406.00	\$12,030.00	\$5,500.00	\$27,500.00	\$2,120.00	\$10,600.00
7	MANHOLE CHIMNEY SEAL	43	EA.	\$400.00	\$17,200.00	\$400.00	\$17,200.00	\$400.00	\$17,200.00	\$400.00	\$17,200.00	\$450.00	\$19,350.00	\$553.00	\$23,779.00	\$1,100.00	\$47,300.00	\$925.00	\$39,775.00
8	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCT. AND EXTRA WORK	1	L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BIDS (AS CORRECTED)				\$198,048.00		\$192,080.00		\$196,504.00		\$209,945.04		\$219,366.00		\$272,848.80		\$367,871.20		\$439,821.50	
Percent Over Under ENGINEER'S ESTIMATE						-3.01%		-0.78%		6.01%		10.76%		42.05%		87.21%		109.49%	


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

7/26/2019
Date

Public Works

DATE: 8/2/2019

MEMO: 2019-101

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Development Agreement for Water Main and Ancillary Facilities for the Central Baptist Church, 1275 West Mount Gilead Road

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing a Development Agreement to reimburse the Central Baptist Church not to exceed \$56,000 to extend a 12" water main to serve their new facility at 1275 West Mount Gilead Road. This represents 50% of the expected costs to extend the water main.

BACKGROUND:

The Central Baptist Church began the process of relocating to a new site on the southeast corner of Mt. Gilead Road / Rt.51 back in 2004 and annexed the property to the City. Discussions were held at that time regarding the extension of City water to the site. City water is available at the Hyde Park trailer park about 1,000 feet north of the site as shown on the attached location map.

The City owns an elevated water storage tank near the intersection of Mt. Gilead Road and Franklin Street Road. In addition, a 12" water main is located in Franklin Street Road. As the area develops it will be beneficial to extend a connecting water main on Mt. Gilead Road from Rt. 51 to Franklin Street Road to provide good water quality and pressure, and to service other properties on Route 51. The proposal now presented to the Council is to assist the Central Baptist Church in extending a 12" water main from Hyde Park to their site at a cost not to exceed \$56,000. Since it is the city's desire to eventually extend water service to Mt. Gilead Road and around to the South Franklin water tower anyway, it is to the city's advantage to participate in this project as anticipated by the attached agreement.

Legal Review:

The agreement was approved by the Corporation Counsel

PRIOR COUNCIL ACTION:

August 16, 2004 – City Council approved Ordinance 2004-65 annexing 11.73 acres located at 1275 West Mt. Gilead Road to the City on the petition of the Central Baptist Church.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Central Baptist Church

STAFF REFERENCE: Scot Wrighton, City Manager and Matt Newell, Public Works Director.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed water main extension agreement is for a cost not to exceed \$56,000. Funding for this extension will come from the Water Fund.

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

COPY: Central Baptist Church

ATTACHMENTS:

Description	Type
Resolution with Exhibit A - Accepting Development Agreement with Central Baptist Church	Resolution Letter
Water Extrenson Agreement - Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH
CENTRAL BAPTIST CHURCH, FOR WATER MAIN AND ANCILLARY FACILITIES
FOR 1275 WEST MOUNT GILEAD ROAD**

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

Section 1. That the Development Agreement for Water Main and Ancillary Facilities for 1275 West Mount Gilead Road, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Central Baptist Church be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Central Baptist Church for a cost not to exceed \$56,000.00.

PRESENTED and ADOPTED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

**DEVELOPMENT AGREEMENT
FOR WATER MAIN AND ANCILLARY FACILITIES FOR THE CENTRAL BAPTIST
CHURCH, 1275 WEST MOUNT GILEAD ROAD**

This Development Agreement made by and between the City of Decatur, Illinois, a municipal corporation ("City") and The Central Baptist Church ("Owner").

WHEREAS, the Central Baptist Church is the owner of the property located at 1275 West Mount Gilead Road, Decatur Illinois 62521, which property is located within the corporate limits of the City; and,

WHEREAS, Owner has duly annexed said property to the City, in accordance with the terms and conditions of Ordinance 2004-65; and,

WHEREAS, Owner wishes to develop the premises with a house of worship and ancillary facilities; and

WHEREAS, development of the site is contingent on adequate infrastructure and utility service to the site; and

WHEREAS, the City agrees that certain infrastructure improvements are necessary, reasonable and acceptable.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and assumed herein, the City and Owner agree as follows:

1. (a) That prior to construction, Owner shall construct a 12" water main parallel to Rt. 51 to the north side of Mt. Gilead Road and easterly 200 feet to a point of termination, with a minimum of 2-12" valves, all required fittings and appurtenances including a 12"X12" Tee and fire hydrant on the northeast corner of Mt. Gilead and Rt. 51. When completed, the Owner shall dedicate such main to the City, and the City shall accept said main if it meets all City standards

and specifications. Upon acceptance, the City shall reimburse the Owner up to 50% of the cost not to exceed Fifty-Six Thousand Dollars (\$56,000.00) for the construction of said water main.

(b) The City shall approve all designs, plans and contracts related to said water main prior to the construction thereof, and Owner shall obtain all required permits for said construction, including, but not limited to, NPDES, EPA and IDOT permits.

2. The provisions of this agreement shall supersede the provisions of any ordinance, code or regulation of the City which may be in conflict with the provisions of this agreement.

3. This agreement shall be binding on the heirs, successors and assigns of the parties hereto and shall run with the land, subject to the terms of paragraph 7 below.

4. If any provision of this agreement is held invalid, the remainder hereof shall not be affected thereby.

5. Time is of the essence of this agreement.

6. The term of this agreement is for a period of five (5) years from the date hereof.

DATED this 5th day of August, 2019.

ATTEST:

MAYOR

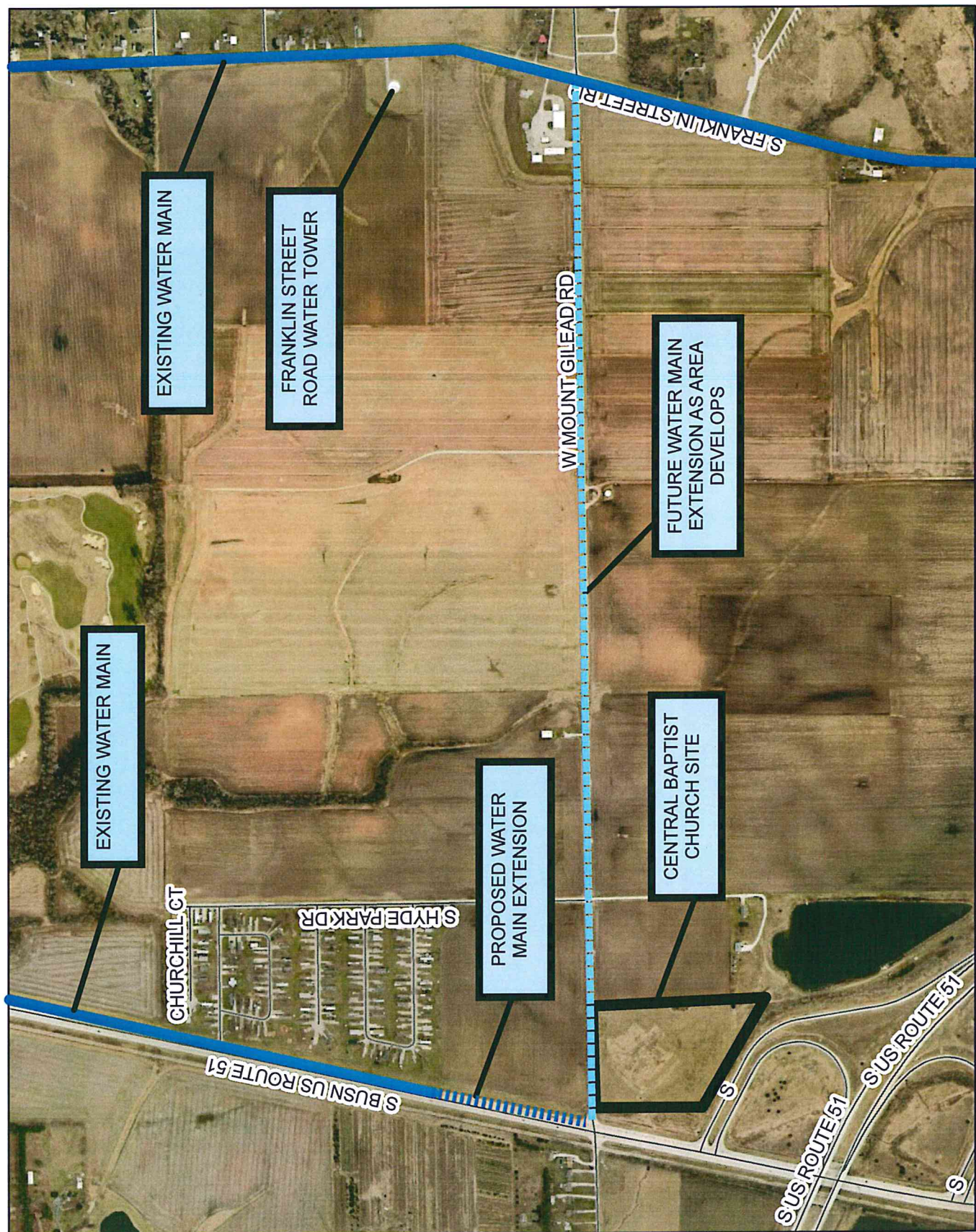
CITY CLERK

CENTRAL BAPTIST CHURCH,

By _____

Its _____

WATER EXTENSION AGREEMENT 1275 WEST MT. GILEAD ROAD



Economic & Community Development

DATE: 8/5/2019

MEMO: No. 19-48

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic and Community Development
John Williams, Mass Transit Administrator

SUBJECT:

Resolution Authorizing Execution and Amendment of FY20 Transit Operating Assistance Grant Agreement with Illinois Department of Transportation.

SUMMARY RECOMMENDATION:

It is recommended that this item be approved.

BACKGROUND:

The City of Decatur applies to the Illinois Department of Transportation each year for a Transit Operating Assistance Agreement to fund the operations of Decatur Public Transit System. The Transit Operating Assistance Agreement provides 65% of reimbursement to the City of Decatur for operational expenses. The agreement amount to the City of Decatur is up to \$12,162,700.00 with the City of Decatur providing 35% matching funds.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai at 424-2727 or rlai@decaturil.gov; Gregg Zientara at 424-2702 or gziertara@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

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

Resolution
Agreement

Resolution Letter
Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
FY 2020 TRANSIT OPERATING ASSISTANCE GRANT AGREEMENT WITH
ILLINOIS DEPARTMENT OF TRANSPORTATION**

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) (“Act”) authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

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

Section 1. That the City of Decatur Illinois enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for Fiscal year 2020 in order to obtain grant assistance under the provision of the Act.

Section 2. That the Mayor of the City of Decatur, Illinois, and she is hereby, authorized and directed to execute the Agreement or its amendments(s) on behalf of the City of Decatur Illinois for such assistance for Fiscal year 2020.

Section 3. That the Mass Transit Administrator of the City of Decatur, Illinois, is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for Fiscal year 2020.

Section 4. That while participating in said operating assistance program the City of Decatur, Illinois, shall provide all required matching funds

PRESENTED AND ADOPTED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

July 5, 2019

Scot Wrighton
City Manager
#1 Gary K Anderson Plaza
Decatur, IL 62523

RE: FY2020 Uniform Grant Agreement /Downstate Operating Assistance Program
Grant No: OP-20-47-IL, Agreement No. 5063

Dear Mr. Wrighton:

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received and conditionally approved your completed agency's Fiscal Year 2020 Downstate Operating Assistance Program (DOAP) Application with the information contained pursuant to Section 740/2-11 of the Downstate Public Transportation Act (30 ILCS 740, Article II).

The Department is transmitting your agency's FY20 Downstate Operating Assistance Program Agreement for partial execution. The Agreement provides an estimated DOAP amount based on the budget provided in your agency's application up to the maximum amount of the FY20 State Appropriation. Please submit two partially executed Agreements to the Department and include the required Opinion of Counsel and acceptable Board Resolution with the Agreements. Without these documents, the Department cannot fully execute your Agreement.

This Agreement is based on the Uniform Grant Agreement required under GATA. Please review it carefully, print two **single (one sided)** copies of the attached Agreement, and have your agency's (Grantee's) authorized representative complete the following for both copies:

- Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1.
- Sign his/her name, date the signature, print his/her name, print his/her title, provide his/her e-mail address under GRANTEE NAME in Section 1.6, page 3.
- Complete the Grantee's Authorized Representative Table, and if applicable, the Grantee Program Compliance Oversight Monitor (Rural Recipients) Table which is Exhibit D.
- Have your Grantee's attorney complete Part 2, Attachment 1, Opinion of Council, including review of grant specific information in the body of the Opinion and sign and date after reviewing the Agreement and Grantee's eligibility under the program.

- Complete Part 2, Attachment 2, Board Resolution, including all required grant specific information in the body of the Board Resolution and complete the signature block as appropriate.
- Sign, date, and provide the title of the signatory on Part 2, Attachment 3, Drug Free Work Place Certification.
- Sign, date, and provide the title of signatory on Part 3, Attachment 1, Certification by Grantee Not to Engage in School Bus Operations.
- Review Part 3, Attachment 2, Uniform Budget. Complete Section A Indirect Cost Rate Information; sign Section B Certification; and provide the title of both the signatory and the CFO (or equivalent), and do not date. Also, complete the FFATA Data Collection Form on Part 3, Attachment 2, Uniform Budget.
- Return both copies of the above, with original signatures, to the Department. Be sure to include complete Opinion of Counsel and Board Resolution forms authorizing this Agreement.

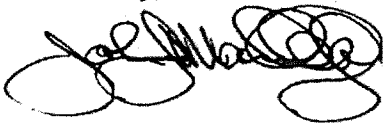
The partially executed Agreements should be returned to:

Ms. Karen Strell, Section Chief, Northern Transit Operating Programs
IDOT, Office of Intermodal Project Implementation
69 W. Washington, Suite 2100
Chicago, IL 60602

Upon receipt of the partially executed Agreements, the Department will secure the necessary signatures, and return a fully-executed Agreement for your files. As a reminder, completed FY20 DOAP Request for Payments are required to be submitted via the SharePoint site and are available on the Forms page of the Transit Grants Program SharePoint site. The Department will process the Requests and will have them ready for payment once it fully executes the Agreement and the State Comptroller fully obligates the funds.

Should you have any questions regarding this Agreement, please contact Karen Strell at (312) 793-5230 or by email at Karen.Strell@illinois.gov.

Sincerely,



John J. Marrella,
Bureau Chief of Transit Operations

Enclosures

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

CITY OF DECATUR ILLINOIS

The Illinois Department of Transportation _____ (Grantor) with its principal office at
2300 South Dirksen Parkway, Springfield IL. 62764 _____,
and City of Decatur Illinois _____ (Grantee) with its principal office at
1 Gary K. Anderson Plaza, Decatur, IL 62523 _____,
and payment address (if different than principal office) at Same _____
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties"
or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that
075613000 _____ is Grantee's correct DUNS number, 376001308 _____ is Grantee's correct FEIN
or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing
business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not for Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$12,162,700.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the federal award date is . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and the Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141. The State Award Identification Number is 1141-13467.

1.4 Term. This Agreement shall be effective 07/01/2019 and shall expire on 06/30/2020 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

City of Decatur Illinois

By: _____
Signature of Matt Magalis, Chief of Staff, on behalf of Director of OIPI

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Scot Wrighton
Printed Title: City Manager
Email: wrighton@decaturil.gov

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

By: _____
Signature of Designee

Date: _____
Printed Name: Matt Magalis
Printed Title: Chief of Staff
Designee

By: _____
Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Award" has the same meaning as in 44 III. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 III. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 III. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.

"Direct Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 III. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 III. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation: Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or state funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the state (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583). (q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either state or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII

FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c.); 44 Ill. Admin. Code 7000.90.

15.2 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit, 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII

SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

ARTICLE XVIII

NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, senior management, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX

STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106, 447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV

INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV

LAWSUITS AND INDEMNIFICATION

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXVI

MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

**EXHIBIT A
PROJECT DESCRIPTION**

CSFA Number

494-80-1141

NOSA/SAIN Number

1141-13467

GATA Registration Number

671827

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.)(“Act”), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.

EXHIBIT B
DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
- F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

**EXHIBIT C
PAYMENT**

Grantee shall receive \$12,162,700.00 under this agreement.

Enter specific terms of agreement here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee's costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to the Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is eligible for operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantee shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Karen Strell
 Title: Section Chief
 Address: 69 W. Washington, Chicago, IL
 Phone: 312-793-5230
 TTY#: _____
 Fax#: _____
 Email Address: karen.strell@illinois.gov

GRANTEE CONTACT

Name: Scot Wrighton
 Title: City Manager
 Address: #1 Gary K Anderson Plaza Decatur IL 62523
 Phone: 217-542-3559
 TTY#: _____
 Fax#: _____
 Email Address: wrighton@decaturil.gov

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantees should:

- 1) Submit accurate and timely reports required by this program.
- 2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
 - A. Financial Management Reviews;
 - B. Compliance Reviews;
 - C. Audits;
 - D. Grantor policy changes;
 - E. Public Complaint Process;
 - F. and/or as directed by the Grantor to remain in compliance with grant requirements.
- 3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

- 1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.
 - 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.
- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

Financial and Regulatory Reporting

• Conditions:

o Question: 03.01 - Did the organization submit reporting requirements in a timely manner for prior grant awards?

☐ Conditions: Log for submittal due date and actual submittal date with explanation if late

o Question: 03.02 - Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) or on a basis acceptable by the regulatory agency?

☐ Conditions: Undertake all steps to adhere to GAAP, supply the Grantor with a plan for said steps, and restate all financial statements as necessary for the given fiscal year. These steps must be completed within 90 days.

o Question: 03.03 - Does the organization have performance measures that tie to financial data?

☐ Conditions: Supply the Grantor with the most recent 5year plan and a summary on its implementation.

• Corrective Action:

o Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place.

Audit

• Conditions:

o The Grantee shall supply the Grantor with an update on audit corrective actions past two years.

• Corrective Action:

o Address all audit findings giving priority to significant deficiencies and material weaknesses.

Fraud, Waste and Abuse

• Conditions:

o Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor staff for approval. Upon approval the Grantee shall begin implementation of the program with 30 days.

• Corrective Action:

o Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Programmatic Risk Assessment

Reports and Findings from Audits

• Conditions:

o Grantee shall submit a narrative explain all area of non-compliance and a status on corrective actions.

• Corrective Action:

o Address all audit findings and/or compliance deficiencies giving priority to significant deficiencies and material weaknesses.

Grantee shall:

A. Provide proof that substantial steps are being taken to mitigate risk factors within the 90 days of the executed grant agreement or written plan to mitigate said risk factors.

B. Submitted written plans shall provide what steps were taken, issues faced in each step, which steps were accomplished, which were not and why, what actions are currently being taken, and an estimated date as to when risk factors will be mitigated.

C. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

D. Grantee shall maintain sufficient required matching funds; said funds shall be held in an interest bearing public transit account.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 07/01/2019 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 12/31 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

☒ **Renewal.** This Agreement may not be renewed.

INSPECTION AND AUDIT

27.1 Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

27.2 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.3 Grantee agrees to notify the Grantor of any pending federal triennial and/or other federal related reviews as soon as it is scheduled and to permit the Grantor to attend same. In addition, the Grantee shall supply the Grantor with a copy of the final report of the federal triennial and/or other federal related reviews.

GRANTEE'S WARRANTIES

28.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

- (a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of Part Two Attachment 1.
- (b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of Part Two Attachment 2.

DRUG FREE WORKPLACE

29.1 Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Part Two Attachment 3.

PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the City of Decatur Illinois ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. 5063 (20-1141-13467), Grant No. (OP-20-47-IL) ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: _____
 (attorney's name) _____
 (attorney's title) for the City of Decatur Illinois

Date: _____

PART TWO ATTACHMENT 3
STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of City of Decatur Illinois

Signature of Authorized Representative: _____

Title: City Manager Date: _____

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

PART THREE – THE PROJECT-SPECIFIC TERMS

DEFINITIONS

30.1. As used in this Agreement:

"AICPA" means the American Institute of Certified Public Accountants.

"FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor

"OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

31.1. Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Grantor, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Grantor.

PROJECT BUDGET

32.1. The Uniform Budget is attached as Part Three, Attachment 2.

32.2. Under the Act, the Grantor enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

(a) The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2020, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2020, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2 3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2020 does not exceed Grantee's actual operating deficit for that year.

32.3. The Grantor has approved and agrees to make a grant in the estimated amount of \$12,162,700.00, subject to the limitations set forth above, the Act and Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

32.4. In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2020 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or

its equivalent shall not be included as operating revenue or operating income."

32.5. Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

PAYMENT PROCEDURES

33.1. The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

(a) Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

(b) a reimbursement for actual quarterly expense and revenue incurred; or

(c) a combination of both.

33.2. Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

33.3. Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

33.4. The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

33.5. Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

ELIGIBLE OPERATING EXPENSES

34.1. Eligible operating expenses include, but are not limited to the following:

(a) employee wages and benefits;

(b) materials, fuels and supplies;

(c) rental of facilities;

(d) taxes other than income taxes;

(e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation

portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Grantor's most current "Capital Grants Manual" and "Supplemental Operating Assistance Guidelines";

(f) non-rolling stock-equipment purchases that are less than \$10,000;

(g) administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

(h) routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;

(i) reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4);

(j) established reserves for self-insurance programs;

(k) the costs associated with the audit requirements set forth in Section 653.410 of the Rules;

(l) Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and

(m) any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

INELIGIBLE OPERATING EXPENSES

35.1. Ineligible operating expenses include, but are not limited to, the following:

(a) depreciation, whether funded or unfunded;

(b) amortization of any intangible assets;

(c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;

(d) profit or return on investments;

(e) excessive payments to associated entities;

(f) expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;

(g) costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)

(h) travel and entertainment expenses incurred in attending non-public transportation-related activities;

(i) charter, school bus and sightseeing expenses as defined by the FTA;

- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- (m) income taxes;
- (n) that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- (o) expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- (p) expenses for freight haulage provided by Grantee;
- (q) any expense that is reimbursed from insurance proceeds;
- (r) maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- (s) any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

PROJECT CLOSEOUT

36.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor.

36.2. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.

36.3. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

SCHOOL BUS OPERATIONS

37.1. Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Part Three Attachment 1.

ETHANOL GASOLINE

38.1. Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

NO WAIVER

39.1. No failure of Grantee to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantor may rely for the purpose of denial of such a right or remedy to Grantee.

GRANTEE'S RESERVATION OF RIGHTS

40.1. This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) and the Illinois Constitution.

FAILURE TO APPROPRIATE FUNDS

41.1. This Agreement, notwithstanding anything to the contrary set forth herein, is subject to Section 2-3(d) of the Downstate Public Transportation Act (30 ILCS 740/2-3(d)).

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of City of Decatur Illinois

Signature of Authorized Representative _____

Title: City Manager

Date: _____

PART THREE ATTACHMENT 2

UNIFORM BUDGET



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: City of Decatur

Organization Name: City of Decatur

Notice of Funding

Opportunity (NOFO) Number: 494-80-1141

Data Universal Number System (DUNS) Number (enter numbers only) : 075613000

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141

CSFA Short Description: Transit Downstate Operating Assistance Program

Section A: State of Illinois Funds

Fiscal Year: 06/30/2020

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	4,113,709.36
2. Fringe Benefits	200.431	\$	2,835,360.65
3. Travel	200.474	\$	13,758.95
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	1,533,707.36
6. Contractual Services and Subawards	200.318 & 200.92	\$	2,769,861.22
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	84,063.08
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	812,239.38
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	12,162,700
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	12,162,700

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Decatur

NOFO Number: 494-80-1141

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

- ☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

- ☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

- ☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Decatur

NOFO Number: 494-80-1141

Section B: Non-State of Illinois Funds

Fiscal Year: 06/30/2020

REVENUES			Total Revenue
Grantee Match Requirement %:	35	(Agency to Populate)	
b) Cash		\$	4,294,513.62
c) Non-Cash		\$	
d) other Funding and Contributions		\$	2,254,632.53
Total Non-State Funds (lined b through d)		\$	6,549,146.15

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	2,215,074.26
2. Fringe Benefits	200.431	\$	1,526,732.66
3. Travel	200.474	\$	7,408.67
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	825,842.43
6. Contractual Services and Subawards	200.318 & 200.92	\$	1,491,463.74
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	45,264.73
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	437,359.66
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	6,549,146.15
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	6,549,146.15



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Decatur	NOFO Number: 494-80-1141
Data Universal Number System (DUNS) Number (enter numbers only): 075613000	Fiscal Year: 06/30/2020
Catalog of State Financial Assistance (CSFA) Number: 494-80-1141	CSFA Short Description: Transit Downstate Operating Assistance Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

City of Decatur	City of Decatur
Institution/Organization Name:	Institution/Organization Name:
City Treasurer & Director of Finance	City Manager
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Gregg Zientara	Scot Wrighton
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
03/20/2019	21 March 2019
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Decatur NOFO Number: 494-80-1141
Data Universal Number System (DUNS) Number (enter numbers only) : 075613000 Fiscal Year: 06/30/2020
Catalog of State Financial Assistance (CSFA) Number: 494-80-1141 CSFA Short Description: Transit Downstate Operating Assistance Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

City of Decatur Institution/Organization Name:	City of Decatur Institution/Organization Name:
City Treasurer & Director of Finance Title (Chief Financial Officer or equivalent):	City Manager Title (Executive Director or equivalent):
Gregg Zientara Printed Name (Chief Financial Officer or equivalent):	Scot Wrighton Printed Name (Executive Director or equivalent):
 Signature (Chief Financial Officer or equivalent):	 Signature (Executive Director or equivalent):
 Date of Execution (Chief Financial Officer):	 Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS:		Sub-recipient Parent Company DUNS:	
Sub-recipient Name:			
Sub-recipient DBA Name:			
Sub-recipient Street Address:			
City:	State:	Zip-Code:	Congressional District:
Sub-recipient Principal Place of Performance:			
City:	State:	Zip-Code:	Congressional District:
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☐ If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☐ No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
John Williams	Mass Transit Administrator	\$117,739.30	Yearly	100 %	1	\$117,739.30	Add Delete
George Smith	Operations Manager	\$66,934.45	Yearly	100 %	1	\$66,934.45	Add Delete
Robert Bergschneider	Maintenance Manager	\$75,465.61	Yearly	100 %	1	\$75,465.61	Add Delete
Corrine Jordan	Finance Officer	\$63,113.05	Yearly	100 %	1	\$63,113.05	Add Delete
Kathy Vighi	Safety Manager	\$60,074.06	Yearly	100 %	1	\$60,074.06	Add Delete
Angela Horges	Paratransit Coordinator	\$48,428.85	Yearly	100 %	1	\$48,428.85	Add Delete
	Supervisors	\$246,692.28	Yearly	100 %	1	\$246,692.28	Add Delete
	Dispatchers	\$122,476.39	Yearly	100 %	1	\$122,476.39	Add Delete
	ADA Representatives	\$77,420.08	Yearly	100 %	1	\$77,420.08	Add Delete
Alisha Thomas	Receptionist	\$39,287.60	Yearly	100 %	1	\$39,287.60	Add Delete
	Mechanics	\$382,120.48	Yearly	100 %	1	\$382,120.48	Add Delete
	Custodians	\$73,412.65	Yearly	100 %	1	\$73,412.65	Add Delete
Tara Jaukkari	Maintenance Clerk	\$51,904.89	Yearly	100 %	1	\$51,904.89	Add Delete
	Bus Operators	\$2,251,471.83	Yearly	100 %	1	\$2,251,471.83	Add Delete



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
	ADA Van Operators	\$237,036.81	Yearly	100 %	1	\$237,036.81	Add Delete
Michelle Alexander	Grants & Procurement Manager	\$69,654.52	Yearly	100 %	1	\$69,654.52	Add Delete
	Utility Workers	\$93,711.47	Yearly	100 %	1	\$93,711.47	Add Delete
	Finance Assistant	\$36,765.04	Yearly	100 %	1	\$36,765.04	Add Delete
State Total						\$4,113,709.36	
John Williams	Mass Transit Administrator	\$63,398.08	Yearly	100 %	1	\$63,398.08	Add Delete
George Smith	Operation Manager	\$36,041.63	Yearly	100 %	1	\$36,041.63	Add Delete
Robert Bergschneider	Maintenance Manager	\$40,635.33	Yearly	100 %	1	\$40,635.33	Add Delete
Corrine Jordan	Finance Officer	\$33,983.95	Yearly	100 %	1	\$33,983.95	Add Delete
Kathy Vighi	Safety Manager	\$32,347.57	Yearly	100 %	1	\$32,347.57	Add Delete
Angela Horges	Paratransit Coordinator	\$26,077.07	Yearly	100 %	1	\$26,077.07	Add Delete
	Supervisors	\$132,834.31	Yearly	100 %	1	\$132,834.31	Add Delete
	Dispatchers	\$65,948.83	Yearly	100 %	1	\$65,948.83	Add Delete
	ADA Representatives	\$41,687.74	Yearly	100 %	1	\$41,687.74	Add Delete
Alisha Thomas	Receptionist	\$21,154.86	Yearly	100 %	1	\$21,154.86	Add Delete
	Mechanics	\$205,757.18	Yearly	100 %	1	\$205,757.18	Add Delete
	Custodians	\$39,529.89	Yearly	100 %	1	\$39,529.89	Add Delete



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Tara Jaukkuri	Maintenance Clerk	\$27,948.78	Yearly	100 %	1	\$27,948.78	Add
							Delete
	Bus Operators	\$1,212,330.98	Yearly	100 %	1	\$1,212,330.98	Add
	ADA Van Operators	\$127,635.20	Yearly	100 %	1	\$127,635.20	Add
							Delete
	Grants and Procurement Manager	\$37,506.28	Yearly	100 %	1	\$37,506.28	Add
Michelle Alexander	Utility Workers	\$50,460.02	Yearly	100 %	1	\$50,460.02	Add
							Delete
	Finance Assistant	\$19,796.56	Yearly	100 %	1	\$19,796.56	Add
NON-State Total						\$2,215,074.26	
Total Personnel						\$6,328,783.62	
Personnel Narrative (State): FY18 figures were used to determine the FY2020 budgeted amounts, with the influence of FY2019. In FY2019, overtime amounts resulted in a large increase for overall salaries, as we are currently experiencing a shortage of drivers. Additionally, the City of Decatur is contracting towards a state appropriate figure closer to actuals.							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding") FY18 figures were used to determine the FY2020 budgeted amounts, with the influence of FY2019. In FY2019, overtime amounts resulted in a large increase for overall salaries, as we are currently experiencing a shortage of drivers. Additionally, the City of Decatur is contracting towards a state appropriate figure closer to actuals.							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
FICA		\$376,645.54	100 %	\$376,645.54	Add Delete
Pension Plans		\$209,340.97	100 %	\$209,340.97	Add Delete
Hospital, Medical & Surgical Plans		\$1,371,402.18	100 %	\$1,371,402.18	Add Delete
Life Insurance Plans		\$13,570.25	100 %	\$13,570.25	Add Delete
Short Term Disability Insurance		\$14,185.30	100 %	\$14,185.30	Add Delete
Unemployment Insurance		\$30,438.87	100 %	\$30,438.87	Add Delete
Workmen's Comp Insurance		\$784,695.37	100 %	\$784,695.37	Add Delete
Uniform & Work Clothing		\$30,219.89	100 %	\$30,219.89	Add Delete
Other Fringe Benefits		\$4,862.28	100 %	\$4,862.28	Add Delete
State Total				\$2,835,360.65	
FICA		\$202,809.14	100 %	\$202,809.14	Add Delete
Pension Plans		\$112,722.06	100 %	\$112,722.06	Add Delete
Hospital, Medical, & Surgical Plans		\$738,447.33	100 %	\$738,447.33	Add Delete
Life Insurance Plans		\$7,307.06	100 %	\$7,307.06	Add Delete



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
Short Term Disability Insurance		\$7,638.24	100 %	\$7,638.24	Add Delete
Unemployment Insurance		\$16,390.16	100 %	\$16,390.16	Add Delete
Workmen's Comp Insurance		\$422,528.28	100 %	\$422,528.28	Add Delete
Uniform & Work Clothing		\$16,272.25	100 %	\$16,272.25	Add Delete
Other Fringe Benefits		\$2,618.14	100 %	\$2,618.14	Add Delete
Non-State Total				\$1,526,732.66	
Total Fringe Benefits				\$4,362,093.31	

Fringe Benefits Narrative (State):

FY18 Actuals were the basis, with a set percentage increase to allow for projected costs.

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

FY18 Actuals were the basis, with a set percentage increase to allow for projected costs.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
NTI Administration Training	TBD	\$2,751.79	1	1	1	\$2,751.79	Add
							Delete
NTI Procurement Training	TBD	\$2,751.79	1	1	1	\$2,751.79	Add
							Delete
NTI Paratransit Training	TBD	\$2,751.79	1	1	1	\$2,751.79	Add
							Delete
FTA Triennial Review Training	TBD	\$2,751.79	1	1	1	\$2,751.79	Add
							Delete
NTI Civil Rights Training	TBD	\$2,751.79	1	1	1	\$2,751.79	Add
							Delete
State Total						\$13,758.95	
NTI Administration Training	TBD	\$1,481.73	1	1	1	\$1,481.73	Add
							Delete
NTI Procurement Training	TBD	\$1,481.73	1	1	1	\$1,481.73	Add
							Delete
NTI Paratransit Training	TBD	\$1,481.73	1	1	1	\$1,481.73	Add
							Delete
FTA Triennial Review Training	TBD	\$1,481.73	1	1	1	\$1,481.73	Add
							Delete
NTI Civil Rights Training	TBD	\$1,481.75	1	1	1	\$1,481.75	Add
							Delete
NON-State Total						\$7,408.67	
Total Travel						\$21,167.62	



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

Travel Narrative (State): City of Decatur anticipates the need for additional training for a variety of topics in a continual effort to improve operations.
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding") City of Decatur anticipates the need for additional training for a variety of topics in a continual effort to improve operations.



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UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
					Add	
					Delete	
	State Total					
					Add	
					Delete	
	Non-State Total					
	Total Equipment					
Equipment Narrative (State):						
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
Fuel & Lubricants	1	\$854,700.35	\$854,700.35	Add Delete
Tires & Tubes	1	\$65,456.71	\$65,456.71	Add Delete
Related to Transit & Maintenance Vehicles	1	\$552,195.27	\$552,195.27	Add Delete
General Office	1	\$24,542.01	\$24,542.01	Add Delete
Miscellaneous	1	\$36,813.02	\$36,813.02	Add Delete
State Total			\$1,533,707.36	
Fuel & Lubricants	1	\$460,223.27	\$460,223.27	Add Delete
Tires & Tubes	1	\$35,245.92	\$35,245.92	Add Delete
Related to Transit & Maintenance Vehicles	1	\$297,335.91	\$297,335.91	Add Delete
General Office	1	\$13,214.93	\$13,214.93	Add Delete
Miscellaneous	1	\$19,822.40	\$19,822.40	Add Delete
Non-State Total			\$825,842.43	
Total Supplies			\$2,359,549.79	

Supplies Narrative (State):

FY18 Actuals were the basis, with a set percentage increase to allow for projected costs. Near the end of FY2020, cost savings should begin as a replacement fleet for 60% of the fixed-route fleet should arrive. However, these cost savings will be more evident during the FY2021 budget.

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")

FY18 Actuals were the basis, with a set percentage increase to allow for projected costs. Near the end of FY2020, cost savings should begin as a replacement fleet for



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

60% of the fixed-route fleet should arrive. However, these cost savings will be more evident during the FY2021 budget.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Management Service Fees	\$2,380,526.09	Add Delete
Advertising Fees	\$4,464.08	Add Delete
Professional & Technical Services	\$136,420.23	Add Delete
Temporary Help	\$2,081.74	Add Delete
Contract Maintenance Services	\$215,072.56	Add Delete
Custodial	\$3,711.86	Add Delete
Other Services	\$17,042.52	Add Delete
Net Purchase Transportation Services	\$10,542.14	Add Delete
State Total	\$2,769,861.22	



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Item	Contractual Services Cost	Add/Delete Rows
Management Service Fees	\$1,281,821.74	Add Delete
Advertising Fees	\$2,403.73	Add Delete
Professional & Technical Services	\$73,457.05	Add Delete
Temporary Help	\$1,120.94	Add Delete
Contract Maintenance Services	\$115,808.30	Add Delete
Custodial	\$1,998.69	Add Delete
Other Services	\$9,176.74	Add Delete
Net Purchase Transportation Services	\$5,676.55	Add Delete
Non-State Total	\$1,491,463.74	
Total Contractual Services	\$4,261,324.96	

Contractual Services Narrative (State):

The City of Decatur is contracting towards a state appropriate figure closer to actuals, as well as taking into considerations for projected cost, based on current costs and anticipated costs. During FY2020, City of Decatur will negotiate a new management contract. Operation costs related to this contract may change, which is reflected in the application figures.

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")

The City of Decatur is contracting towards a state appropriate figure closer to actuals, as well as taking into considerations for projected cost, based on current costs and anticipated costs. During FY2020, City of Decatur will negotiate a new management contract. Operation costs related to this contract may change, which is reflected in the application figures.



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UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—
Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Construction			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
Utilities	1	1	\$84,063.08	1	\$84,063.08	Add
						Delete
State Total					\$84,063.08	
Utilities	1	1	\$45,264.73	1	\$45,264.73	Add
						Delete
NON-State Total					\$45,264.73	
Total Occupancy - Rent and Utilities					\$129,327.81	

Occupancy - Rent and Utilities Narrative (State):

Utilities required to operate transit facilities. FY18 Actuals were the basis, with a set percentage increase to allow for projected costs.

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")

Utilities required to operate transit facilities. FY18 Actuals were the basis, with a set percentage increase to allow for projected costs.



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UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



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UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



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14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
Casualty and Liability Insurance Costs	1	1	\$416,116.07	1	\$416,116.07	Add Delete
Vehicle License & Registration Fees	1	1	\$786.94	1	\$786.94	Add Delete
Other Miscellaneous Expenses	1	1	\$368,868.12	1	\$368,868.12	Add Delete
Dues & Subscription	1	1	\$13,086.02	1	\$13,086.02	Add Delete
Long Term Debt Obligation	1	1	\$13,382.23	1	\$13,382.23	Add Delete
State Total					\$812,239.38	
Casualty & Liability Insurance Costs	1	1	\$224,062.50	1	\$224,062.50	Add Delete
Vehicle License & Registration Fees	1	1	\$423.74	1	\$423.74	Add Delete
Other Miscellaneous Expenses	1	1	\$198,621.29	1	\$198,621.29	Add Delete
Dues & Subscription	1	1	\$7,046.32	1	\$7,046.32	Add Delete
Long Term Debt Obligation	1	1	\$7,205.81	1	\$7,205.81	Add Delete
NON-State Total					\$437,359.66	
Total Other or Miscellaneous Costs					\$1,249,599.04	

Other or Miscellaneous Costs Narrative (State):

Costs from vehicle registration, dues for IPTA and National Safety Council, various insurance coverages required for operations, administration fees for indirect costs, and employee recognition. FY18 Actuals were the basis, with a set percentage increase to allow for projected costs.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

Costs from vehicle registration, dues for IPTA and National Safety Council, various insurance coverages required for operations, administration fees for indirect costs, and employee recognition. FY18 Actuals were the basis, with a set percentage increase to allow for projected costs.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						
Grant Exclusive Line Item Narrative (State):						
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")						
Add New Grant Exclusive Line Item		Delete Grant Exclusive Line Item				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$4,113,709.36	\$2,215,074.26	\$6,328,783.62
2. Fringe Benefits	\$2,835,360.65	\$1,526,732.66	\$4,362,093.31
3. Travel	\$13,758.95	\$7,408.67	\$21,167.62
4. Equipment			
5. Supplies	\$1,533,707.36	\$825,842.43	\$2,359,549.79
6. Contractual Services	\$2,769,861.22	\$1,491,463.74	\$4,261,324.96
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)	\$84,063.08	\$45,264.73	\$129,327.81
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs	\$812,239.38	\$437,359.66	\$1,249,599.04
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$12,162,700.00		
Non-State Amount		\$6,549,146.15	
TOTAL PROJECT COSTS			\$18,711,846.15



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$4,113,709.36	\$2,215,074.26	\$6,328,783.62
2. Fringe Benefits	\$2,835,360.65	\$1,526,732.66	\$4,362,093.31
3. Travel	\$13,758.95	\$7,408.67	\$21,167.62
4. Equipment			
5. Supplies	\$1,533,707.36	\$825,842.43	\$2,359,549.79
6. Contractual Services	\$2,769,861.22	\$1,491,463.74	\$4,261,324.96
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)	\$84,063.08	\$45,264.73	\$129,327.81
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
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15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$12,162,700.00		
Non-State Amount		\$6,549,146.15	
TOTAL PROJECT COSTS			\$18,711,846.15



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: City of Decatur

Data Universal Number System (DUNS) Number (enter numbers only) : 075613000

Notice of Funding
Opportunity (NOFO) Number: 494-80-1141

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141

CSFA Short Description: Transit Downstate Operating Assistance Program

Fiscal Year(s):

Initial Budget Request Amount:

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved: \$18,711,846.15

Russell Flinchum

Program Approval Name

Program Approval Signature

Russell Flinchum

3/28/2019

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved:

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

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TR OP300(DRAFT)

Economic & Community Development

DATE: 8/5/2019

MEMO: No. 19-49

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic and Community Development
John Williams, Mass Transit Administrator

SUBJECT:

Resolution Authorizing Execution of a Tire Lease Agreement with Bridgestone Americas Tire Operations, LLC, and the City of Decatur, Illinois

SUMMARY RECOMMENDATION: Staff recommends that this item be accepted and approved.

BACKGROUND:

The City Public Transit System has a tire lease agreement with Bridgestone Americas Tire Operations, LLC, which expired on June 30th. Agreement was extended in order for staff to prepare a proposal. Staff advertised and contacted all of the major manufacturers of truck/bus tires concerning submission of a bid for a new five-year contract. Bids were received from only Bridgestone Americas Tire Operations, LLC, and Goodyear. There were no other bids received. Both bidders submitted all of the information required by the bidding deadline. Transit utilizes different tire sizes for its 3 types of transit coaches and the miles billed per tires per size per year vary significantly. A scoring system was used that calculates the bids proportionately. Bridgestone Americas Tire Operations LLC, was the overall lowest over the five-year term of the contract. Also, because the City currently has had a contract with this company, they are known to be responsible and is willing and capable of providing the service required under this Agreement. The tire lease is paid with funding from both the State of Illinois Department of Transportation and Federal Grants.

The contract allows the city to exit without penalty in the event Decatur approves a "turn-key" contract with MV or another transit provider who could elect to make their own independent arrangements for tires after January 1, 2021.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai at 424-2727 or rlai@decaturil.gov; or John Williams at 424-3552 or jwilliams@decaturil.gov;

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Bid Tab	Backup Material
Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF A TIRE LEASE
AGREEMENT WITH BRIDGESTONE AMERICAS TIRE OPERATIONS,
LLC AND THE CITY OF DECATUR, ILLINOIS**

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

Section 1. That the tabulation of the bids submitted for furnishing the Transit System with lease tires for the transit coaches be received and placed on file.

Section 2. That the bid of Bridgestone Americas Tire Operations, LLC be accepted and an Agreement be executed accordingly.

Section 3. That the Mayor and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal and attest an Agreement between the City of Decatur, Illinois and Bridgestone Americas Tire Operations, LLC.

PRESENTED AND ADOPTED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Decatur Public Transit System
Tire Lease Bids- July 9, 2019

Tire Bid Tabulation

VENDOR: **Bridgestone**

			BIDS PER MILE					
	TIRE SIZE	EST MILES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	5 YEAR COST
TROLLEY	9R22.5	100,000	\$0.007384	\$0.007605	\$0.007834	\$0.008069	\$0.008311	\$3,920.30
2001, 2009	275/70R22.5	4,750,000	\$0.004962	\$0.005111	\$0.005265	\$0.005423	\$0.005585	\$125,143.50
2010	315/80R22.5	1,250,000	\$0.005642	\$0.005811	\$0.005985	\$0.006165	\$0.006350	\$37,441.25
TOTALS:		6,100,000	\$31,360.40	\$0.00	\$0.00	\$0.00	\$0.00	\$166,505.05

VENDOR: **Goodyear**

			BIDS PER MILE					
	TIRE SIZE	EST MILES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	5 YEAR COST
TROLLEY	9R22.5	100,000	\$0.007194	\$0.007336	\$0.007556	\$0.007782	\$0.008094	\$3,796.20
2001, 2009	275/70R22.5	4,750,000	\$0.005160	\$0.005262	\$0.005420	\$0.005582	\$0.005806	\$129,342.50
2010	315/80R22.5	1,250,000	\$0.005290	\$0.005396	\$0.005558	\$0.005724	\$0.005952	\$34,900.00
TOTALS:		6,100,000	\$31,841.90	\$0.00	\$0.00	\$0.00	\$0.00	\$168,038.70

TIRE LEASE AGREEMENT

This Agreement, made on the **1st day of September 2019**, by and between **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, a Delaware Limited Liability Company, with its principal offices at 200 4th Avenue South, Nashville, Tennessee, 37201, ("Bridgestone") and the **CITY OF DECATUR, ILLINOIS** ("City"), a municipal corporation in the state of Illinois, having offices in Decatur, Illinois.

WITNESSETH:

1. TIRES. Bridgestone agrees to lease to the City and the City agrees to lease from Bridgestone and use such number of tires as may be sufficient to keep all of the City's twenty-two (22) transit coaches and two (2) trolley replica coaches, and any other transit coaches and/or trolley replica coaches and use the same size and type tires as the transit coaches and trolley replica coaches owned by the City as of the date hereof that may be owned or operated by the City, its subsidiaries and affiliated companies at any time during the term of this Agreement, fully equipped and to provide an adequate reserve supply; provided, however, that the City shall have the right at any time during the term of this Agreement, upon thirty (30) days' prior written notice to Bridgestone, to equip for testing purposes up to five percent (5%) of its fleet of transit coaches and trolley replica coaches with tires obtained from other suppliers. The City warrants that it outright owns the twenty-two (22) transit coaches and two (2) trolley replica coaches referenced above.

As used in this Agreement, "tires" shall mean a casing, tube and flap for a tube type tire and a casing, only, for a tubeless tire, and "vehicles" shall mean, unless otherwise indicated, the twenty-two (22) transit coaches and two (2) trolley replica coaches now owned and operated by the City, and any other transit coaches and/or trolley replica coaches that may be owned or operated by the City and use the same size and type tires as the transit coaches and trolley replica coaches owned by the City as of the date hereof, its subsidiaries and affiliated companies at any time during the term of this Agreement.

Bridgestone shall deliver tires within thirty (30) days of the City's written order. All tires shall be delivered to the City at 555 East Wood Street, Decatur, Illinois, between the hours of 8:00 A.M. and 4:00 P.M. (Central time), Monday through Friday, except for legal holidays. All tires shall be delivered in new or first-class condition, ready to be used. The City shall accept the tires and assume responsibility for each tire only after it has been delivered and inspected. If a tire is found to be damaged or is otherwise not in first class condition, the City reserves the right to reject the tire and ask that the tire be removed from the property.

Bridgestone shall be responsible for proper disposal of its leased tires.

Rims or wheels shall be the property of the City and extra rims or wheels shall be provided by the City.

Only new tires and retreaded tires shall be accepted or utilized by the City; regrooved tires shall not be accepted or utilized by the City.

Tires and tire sizes to be supplied by Bridgestone under this Agreement shall include, but not be limited to the following, as designated at the time of the execution of this Agreement:

- 315/80R22.5CTR - Firestone City Transport Radial CTR AZ (article number

000-327, 233-126);

- 275/70R22.5 - Bridgestone R192 (article number 224-490); and
- 9R22.5 – Firestone FS561 (article number 248-562).

2. RATE. The City agrees to furnish Bridgestone by the tenth (10th) day of each month a report consisting of the following: vehicle number, the beginning and ending Hubodometer/Odometer readings and total miles operated the preceding month on all vehicles fitted with Bridgestone tires ("Monthly Operating Miles"). Bridgestone or its agents shall have the right at any reasonable time during business hours to audit the City's records for verifying actual vehicle mileage. The amount of the regular monthly payment shall be computed by using the applicable billing rate per tire mile in effect during such preceding month, as set forth below. The City shall remit payment by check within thirty (30) days after receipt of Bridgestone's completed invoice.

The City agrees that no amounts shall be deducted from or charged back against payments otherwise due Bridgestone hereunder by claims of any nature which the City may have or allege against Bridgestone; Bridgestone and the City agree that such claims shall be resolved by good faith negotiations between the parties wherever possible.

The billing rate per tire mile for other vehicles which may be acquired by the City shall be determined in line with the billing rate then in effect, taking into consideration the weight of vehicles, carrying capacities, sizes and types of tires, and such additional billing rate shall be included in this Agreement by amendment.

The billing rate shown below assumes Bridgestone's ability to procure and use such materials and manufacturing methods as were procured and used prior to the date of this Agreement, and are based upon proven experience of mileage delivered thereunder. If laws, changes in vehicles, governmental regulations or other causes beyond Bridgestone's reasonable control require any change in such materials, performance or methods which reduce the mileage available from the tires to be furnished hereunder or which increase Bridgestone's costs, the City agrees that the billing rate shall be adjusted to compensate therefor by an amendment of this Agreement.

ANNUAL TIRE MILE RATES (\$)

TIRE SIZE	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
315/80R22.5	0.005642	0.005811	0.005985	0.006165	0.006350
275/70R22.5	0.004962	0.005111	0.005265	0.005423	0.005585
9R22.5	0.007384	0.007605	0.007834	0.008069	0.008311

3. TAXES, CHARGES. The City agrees to furnish state and federal tax exemption certificate numbers to Bridgestone for any sales, excise, use, processing, disposal or similar tax or fee, including any state imposed new tire fee or tax, imposed upon the goods sold or services rendered under this Agreement.

4. SERVICE. Except to the extent specifically covered in the Invitation for Bid (IFB DPTS 2019-02), or by a separate Addendum, if any, attached to this Agreement, the City covenants and agrees to provide all necessary equipment and supplies and to assume complete responsibility for servicing all tires delivered hereunder, including but not limited to driving vehicles to and from tire service facilities, making all wheel changes, keeping tires inflated to an air pressure recommended by Bridgestone, having air lines conveniently placed to properly take care of the inflating of tires, keeping wheels in alignment and brakes properly adjusted, making all repairs on tires which may be necessary to keep them in proper running condition, mounting and demounting tires from rims, and providing safe and suitable space inside its garages for the secure storage of tires and wheels, and for the repair and care of the tires and wheels without charge to Bridgestone.

The City further agrees to permit any authorized representative of Bridgestone, at any reasonable time during business hours, to make such inspections and to inventory the tires and wheels on vehicles together with extra tires and wheels furnished the City as spares as Bridgestone deems necessary or advisable. The City shall always, when requested, advise Bridgestone of the location of vehicles and extra tires and wheels to permit such inspections and inventories.

In the event Bridgestone shall agree to perform services for the City, the nature, location, extent and charge for such services shall be included in this Agreement and set forth in an Addendum and hereby made a part hereof.

5. PURCHASE OF VEHICLES. Vehicles purchased by the City during the term of this Agreement shall be obtained from the manufacturer, or other seller without tires (unless said vehicles are included within the five percent (5%) or less of the fleet upon which the City has elected to test tires of other suppliers), and the City shall notify Bridgestone thirty (30) days in advance of date required so that Bridgestone may specify and furnish to the manufacturer's continental North American facility or port of demarcation the size and type of tires to be placed on the vehicles.

Any tires lost, stolen, or damaged while in the possession of the vehicle manufacturer or other seller, or while the vehicle is being delivered to the City, shall be paid for by the City on the basis set forth in Paragraph 11 hereof. If any such vehicles equipped with tires furnished by Bridgestone shall be driven overland instead of being shipped, the City shall pay Bridgestone for the use of such tires at the billing rate per tire mile then in effect within thirty (30) days after receipt of invoice.

6. LEASED VEHICLES. If during the term of this Agreement the City acquires the right to operate any vehicles not owned by it, by entering into a rental or other form of agreement with the owner of such vehicles ("Leased Vehicles"), the City agrees to the following:

- The City shall notify Bridgestone of such an agreement;
- All Leased Vehicles shall be furnished to the City without tires in order that said vehicles may be equipped with Bridgestone tires. These tires shall be subject to the terms of this Agreement, unless the Leased Vehicles are included under the five percent (5%) testing provision; and
- The City shall obtain from the owner of such Leased Vehicles acknowledgment to Bridgestone's ownership and right to possession of all tires supplied under this Agreement and a waiver of all rights to said tires.

If the City were to lose possession of any of Bridgestone's tires on the Leased Vehicles, then the City shall pay Bridgestone for each tire (including spares) as set forth in Paragraph 11 hereof.

7. SALE OR DISPOSITION OF VEHICLE. The City shall notify Bridgestone prior to any sale or disposition of any of the City's vehicles equipped with Bridgestone's tires and, unless Bridgestone requests otherwise, the City shall purchase the unused mileage in each tire and for any tires and extra tubes which remain in stock after such vehicles have been sold or disposed of which cannot be used on other vehicles in the City's fleet. Bridgestone shall have the right to request the removal of all serviceable Bridgestone tires on parked or inactive vehicles if they remain parked or inactive for more than ninety (90) days and the return of such tires to the City's reserve supply. The City shall then replace the removed tires with scrap tires (see Attachment I). Payment for the unused mileage and tubes acquired by the City under this paragraph shall be on the basis and within the time set forth in Paragraph 11 hereof.

8. LOSS OF TIRES. The cost for normal damage to tires shall be included in the rate per tire mile. "Normal damage" to a tire shall mean the partial or whole destruction of a tire by means other than normal wear (cuts and bruises), including but not limited to irregular wear, damage from brake heat, curbing, road hazards, and misalignment. The City agrees to maintain buses' suspension and steering in accordance with bus manufacturers' alignment specifications and to keep brakes properly adjusted. Tires which have been damaged beyond repair by an accident, malicious abuse, fire, or which have been lost or stolen, shall be paid for by the City as of the date of accident, loss or theft on the basis, and within the time, set forth in Paragraph 11 hereof.

9. CONTINGENCIES. In the event of fire, strikes, accidents, consequences of foreign or domestic wars, terrorism, or any cause beyond either party's reasonable control which will delay or interfere with its performance of its obligations hereunder, such performance may, at the option of either party, be suspended during the period required to remove such cause. In the event Bridgestone discontinues the manufacture and marketing of any size or type tire supplied pursuant to this Agreement, Bridgestone shall so notify the City and, upon written notice by either party to the other, this Agreement and all related agreements between the parties shall be deemed terminated upon the same terms and conditions set forth in Paragraph 11 hereof, effective ninety (90) days from receipt of such written notice.

This Agreement is subject to all present or future governmental regulations affecting production, delivery, sale, use or possession of the products leased hereunder. the City shall promptly notify Bridgestone of any accident or claims resulting from an alleged tire failure. The City agrees to defend, save and hold Bridgestone harmless from all claims or actions for damages to property or injury to persons, including death, arising out of the use or possession of products furnished hereunder or the performance of any service related thereto, except for claims or actions that result from defects in material or workmanship of any tire manufactured and furnished by Bridgestone under this Agreement and/or the negligent acts or omissions of Bridgestone, its agents or employees.

10. DEFAULT. In the event the City should fail to make any payment required hereunder when due, fail to use or service tires furnished hereunder in accordance with Bridgestone's recommendations, fail to report a record of the daily revenue and non-revenue vehicle miles as required in Paragraph 2 hereof, or otherwise fail to comply with any of the terms and conditions of this Agreement, or in the event any voluntary or involuntary proceedings shall be filed against or by the City under any bankruptcy law or other law for the relief of debtors, or the City's credit shall in any manner become impaired, (a.)

Bridgestone shall have the right, at its option, without prejudice to any other rights and remedies, to stop shipping tires, (b.) such event shall constitute a default by the City hereunder. Upon the occurrence of any such default, Bridgestone shall upon thirty (30) days' prior written notice to the City terminate this Agreement and, upon any exercise of such right to terminate, the City shall at the sole election of Bridgestone forthwith return Bridgestone's property furnished hereunder, or make payment therefore as of the date of termination on the basis and within the time set forth in Paragraph 11 hereof. Termination of this Agreement shall not relieve the City from its obligations to make all payments required hereunder or from liability for damages for breach of this Agreement in accordance with the terms thereof. Failure of Bridgestone to terminate this Agreement as herein provided on any breach by the City shall not operate as a waiver by Bridgestone of its right to terminate this Agreement as herein provided upon any subsequent breach by the City.

11. TERMINATION. Upon the termination by full performance and expiration of this Agreement, unless the parties enter into a new Tire Lease Agreement to become effective immediately, the City shall within thirty (30) days after termination pay for the unused mileage in each remaining tire on vehicles, in the City's garage, in process of repair or retreading, in transit or in stock, that have been assigned by Bridgestone to the City's fleet in accordance with the provisions hereof. The remaining mileage for original and retread tires shall be determined by multiplying the number of 32nds of an inch of available rubber remaining on each tire by the applicable cost per 32nd then in effect and shown below.

CONTRACT FIXED COST PER 32ND – ORIGINAL TIRES

TIRE SIZE		YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
315/80R22.5	CITY TRANS	\$ 21.06	\$20.81	\$22.78	\$23.69	\$24.64
275/70R22.5	R192	\$19.64	\$20.42	\$21.24	\$22.09	\$22.97
9R22.5	R250F	\$18.54	\$19.28	\$20.05	\$20.85	\$21.69

CONTRACT FIXED COST PER 32ND – RETREAD TIRES

TIRE SIZE		YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
315/80R22.5	ULTRADRIVE	\$15.69	\$16.31	\$16.97	\$17.65	\$18.35
275/70R22.5	ULTRADRIVE	\$11.54	\$12.00	\$12.48	\$12.98	\$13.50
9R22.5	ULTRADRIVE	\$11.54	\$12.00	\$12.48	\$12.98	\$13.50

When a tire is not available for inspection to apply the above calculation(s) whether lost, stolen or otherwise missing, or destroyed by fire, or involved in an accident, reimbursement shall not be more than fifty percent (50%) of the current value of a similar tire, unless Bridgestone or the City can provide an auditable accounting of the tire's accurate mileage just prior to the loss.

The foregoing notwithstanding, the City may upon thirty (30) days written notice via CERTIFIED MAIL prior to the expiration date of this Agreement, and all addenda, elect to continue using ("run out") all

the tires in the City's possession at the rate or rates in effect during the period prior to termination until permanently removed from service, but in no event, shall such period exceed thirty-six (36) months after the normal termination date of this Agreement.

During said thirty-six (36) month run out period, the City shall, to the extent practicable, continuously use such tires on its highest mileage runs until they are rendered permanently unfit for service. During said run out period all terms and conditions of this Agreement shall continue in effect; provided, however, that Bridgestone shall not be obligated to furnish any equipment, supplies, or service to the City or to furnish replacement tires for those tires removed from service.

At the expiration of said run out period, the City shall pay for remaining original tread tires and for tubes at the price and in the manner set forth above. Any payment for tires and tubes required to be purchased by the City under this Paragraph 11 or any other provision of this Agreement shall be made within thirty (30) days after date of invoice covering purchase thereof. The City shall acquire each such used tire as is, and Bridgestone makes no warranties as to the condition or fitness for continued use of such tires.

The City may terminate this Agreement, in whole or in part, at any time by written notice to Bridgestone when it is in the City's best interest. If this Agreement is terminated, then the City shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination and include the remaining value of tread on leased tires mounted on buses and in spare stock.

If Bridgestone fails to perform in the manner called for in the Agreement, or if Bridgestone fails to comply with any other material provisions of the Agreement, the City may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Bridgestone setting forth the way Bridgestone is in default. Bridgestone shall only be paid the contract price for services performed in accordance with the manner of performance set forth in the Agreement and including the remaining value of tread on leased tires mounted on buses and in spare stock. If it is later determined by the City that Bridgestone had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Bridgestone, the City, after setting up a new performance schedule, may allow Bridgestone to continue work, or it may treat the termination as a termination for convenience.

In the case of a termination for breach or default, the City shall allow Bridgestone an opportunity to cure the defect. In such case, the notice of termination shall state the time in which cure is permitted and all other appropriate conditions. The time in which cure is permitted shall be no less than ten (10) days and no more than thirty (30) days following receipt by Bridgestone of written notice from the City setting forth the nature of said breach or default. If Bridgestone fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the specified time in which cure is permitted, the City shall have the right to terminate the Agreement without any further obligation to Bridgestone. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Bridgestone and its sureties for said breach or default.

If the City elects to waive its remedies for any breach by Bridgestone of any covenant, term or condition of this Agreement, then such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12. TITLE. The title to, and ownership of, all tires, and equipment, if any, furnished under this Agreement shall remain with Bridgestone until the City, if required to do so hereunder, has made complete payment therefore. The City agrees to assume the responsibility for the safekeeping of all such tires and any such equipment, and to reimburse Bridgestone for any loss resulting from the City's failure to keep such tires and equipment safe.

13. ASSIGNMENT. Neither party shall sell, transfer, sublease, assign or otherwise dispose of or encumber in any way any of its rights or interests under this Agreement, in whole or in part, to any other person, corporation, partnership or authority, without the prior written consent of the other party, which consent shall not be unreasonably withheld. In the event of any such sale, transfer, sublease, assignment, etc. with the other party's consent, Bridgestone and the City and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives shall remain fully bound by the terms and provisions of this Agreement.

14. LIABILITY LIMITATION. Notwithstanding any other provision of this Contract to the contrary, neither Bridgestone nor the City shall be liable to the other party under any circumstances for lost profits or incidental, punitive, exemplary, special, indirect or consequential damages arising under, relating to, or in any way connected with this Agreement whether any such damage was foreseeable by Bridgestone or the City.

15. SECURITY INTEREST For the purpose of securing payment of all sums that may be owed by Operator to Bridgestone, including but not limited to payment for mileage run and for any tires required to be purchased by Operator hereunder, Operator hereby grants to Bridgestone a security interest in and to any tires or equipment furnished by Bridgestone in which Operator, by virtue of present or future laws or the operation of this Agreement, has or is deemed to have an interest, wherever the same may be, and in any proceeds from the sale or other disposition of said tires or equipment. Operator further agrees to join in the execution, execute, or cause to be executed at any time such Financing Statements, Continuation Statements, and other documents as Bridgestone shall deem necessary or advisable to protect its rights in and to any goods leased hereunder and/or perfect or continue perfected the security interest given in this Agreement.

16. AUDIT AND INSPECTION OF RECORDS. Bridgestone shall permit the authorized representatives of the City, the State of Illinois, the Federal Transit Administration and the U.S. Comptroller General, at any reasonable time during business hours, to inspect and audit all non-proprietary data and records of Bridgestone relating to its performance under the Agreement, and to copy or reproduce by any means whatsoever non-proprietary excerpts and transcriptions as reasonably needed. Bridgestone agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Bridgestone agrees to maintain same until all interested parties have disposed of all such litigation, appeals, claims or exceptions related thereto. [Reference 49 C.F.R. §18.39(i)(11).]

17. SEVERABILITY. Should any provision or portion of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, under any applicable statute or rule of law, such provision or portion shall be deemed stricken, and such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect.

18. VENUE AND JURISDICTION. Subject to Federal Law requirements, all work done pursuant to this Agreement shall be governed, construed, interpreted and controlled by the laws of the State of Illinois, and any actions related to this Agreement must be filed in a Federal court in the State of Illinois capable of hearing the case.

19. FAILURE TO ENFORCE. The failure of either party to this Agreement to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or to affect the validity of this Agreement, or the right of either party to enforce each provision hereof.

20. FINANCIAL ASSISTANCE. This Agreement is subject to the funding and approval of the US Department of Transportation, Federal Transit Administration (FTA) and the Illinois Department of Transportation (IDOT), and is subject to financial assistance contracts between the City of Decatur and the Illinois Department of Transportation and the US Department of Transportation, Federal Transit Administration. The City will promptly terminate this Contract in the event of funding unavailability and will, upon termination, pay for all unused mileage in the tires at a cost calculated in accordance with the contract's formula for valuing a tire and take title to such tires on an "as is" basis.

21. REQUIRED CLAUSES. Bridgestone shall comply with all applicable Federal Transit Administration (FTA) regulations including, but not limited to those listed in, "Required Clauses." Federal requirements may change and the changed requirements shall apply to the project as required, unless the Federal Government determines otherwise. Bridgestone or any subcontractor shall insert in any subcontracts all required clauses, along with any applicable forms, and shall also insert a clause requiring the subcontractor(s) to include these clauses in any lower tier subcontract(s). The clauses shall not be modified except to identify the subcontractor who will be subject to the provision. Bridgestone shall be responsible for compliance by any subcontractor or lower tier subcontractor with the required clauses.

22. COMMUNICATIONS. For purposes of this Agreement, all notices and other communications shall be addressed to the respective parties as follows:

<u>CITY</u>	<u>BRIDGESTONE</u>
The City of Decatur, Illinois	Bridgestone Americas Tire Operations, LLC
Decatur Public Transit System	Mileage Sales Division
555 E Wood St.	200 4 th Avenue South
Decatur, IL 62523-1196	Nashville, TN 37201

23. ENTIRE AGREEMENT. This Agreement, Solicitation, Bid Documents, Attachments, and all its addenda, if any, contain the entire understanding of the parties hereto with respect to the subject matter hereof and there are no other agreements, understandings, representations or warranties, whether express, implied, statutory or otherwise, other than as set forth herein.

This Agreement cannot be amended except in writing signed by officers of both parties.

24. TERM OF AGREEMENT. The term of this Agreement shall become effective as of **September 1, 2019**, and shall continue in effect through **August 31, 2024**. At such termination date, unless the parties enter into a new mileage Agreement to become immediately effective, the rights and obligations of the parties hereto shall be set forth in Paragraph 11.

IN WITNESS WHEREOF, the said parties, by the hand of their respective officers authorized to do so, have signed this Agreement in duplicate the day and year first above written.

Bridgestone Americas
Tire Operations, LLC

City of Decatur

Name: Warren Dickinson
Title: Manager Mileage Sales

Name: Julie Moore-Wolfe
Title: Mayor

WITNESS:

WITNESS:

Name:
Title:

Name: Kim Althoff
Title: City Clerk

DATE: _____

DATE: _____

Attachment A, Scrap Tires

1. It is understood that, in this Agreement, a "scrap tire" shall mean any tire furnished by Bridgestone under this Agreement which has been determined by Bridgestone and agreed to by the City to be permanently unfit for further service under this Agreement.
2. Bridgestone shall furnish scrap tires, if available, for the sole, exclusive purpose of transporting vehicles to, and storing vehicles at, a storage facility.
3. In consideration of the above, the City shall:
 - A. Use the scrap tires furnished hereunder for the sole and exclusive purpose of transporting vehicles to, and storing vehicles at, a storage facility.
 - B. Acquire each scrap tire as is; Bridgestone makes no warranties as to the condition or fitness of such tires for continued use.
 - C. Assume all liability for use and possession of scrap tires furnished under this Agreement.
 - D. Not file or assert against Bridgestone any claim, action, or cause of action for loss, liability, or damage arising out of the use of or possession of scrap tires furnished under this Agreement.
 - E. Indemnify and hold Bridgestone harmless against all claims of any party for loss, liability, or damage resulting from Bridgestone furnishing scrap tires.
4. It is further agreed that the scrap tires provided for storage purposes shall be provided at no cost to the City.
5. Tires to be scrapped are subject to inspection and approval by the City before disposition.

Attachment B, Required Clauses and Applicable Forms

No Obligation by the Federal government

1. The Decatur Public Transit System (DPTS) and Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal government, the Federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the DPTS, Bidder, or any other party (whether a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Bidder to the extent the Federal government deems appropriate.
2. The Bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Bidder, to the extent the Federal government deems appropriate.
3. The Bidder agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

Record Retention. The Bidder will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, arrangements, other third-party agreements of any type, and supporting subcontracts materials related to those records.

Retention Period. The Bidder agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Bidder shall maintain all books, records, accounts and reports required under the Contract for a period of at not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Bidder agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Bidder agrees to permit FTA and its contractors access to the sites of performance under the contract as reasonably may be required.

Changes to Federal Requirements

Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between DPTS and FTA, as they may be amended or promulgated from time to time during the term of the contract. Bidder's failure to so comply shall constitute a material breach of the contract.

Termination

Termination for Convenience (General Provision) The DPTS may terminate the contract, in whole or in part, at any time by written notice to the Bidder when it is in the best interest of DPTS. The Bidder shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination along with the remaining value of tread on leased tires mounted on buses and in spare stock. The Bidder shall promptly submit its termination claim to DPTS to be paid the Bidder. If the Bidder has any property in its possession belonging to the DPTS, the Bidder will account for the same, and dispose of it in the manner the DPTS directs.

Termination for Default [Breach or Cause] If the Bidder does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Bidder fails to perform in the manner called for in the contract, or if the Bidder fails to comply with any other provisions of the contract, the DPTS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the way the Bidder is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract along with close-out costs which include the remaining value of tread on leased tires mounted on buses and in spare stock.

If it is later determined by the DPTS that the Bidder had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Bidder, the DPTS, after setting up a new delivery of performance schedule, may allow the Bidder to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure DPTS in its sole discretion may, in the case of a termination for breach or default, allow the Bidder 10 business days in which to cure the defect. In such case, the notice of termination will state the time in which cure is permitted and other appropriate conditions.

If Bidder fails to remedy to DPTS's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipt by Bidder of written notice from DPTS setting forth the nature of said breach or default, DPTS shall have the right to terminate the Contract without any further obligation to Bidder. Any such termination for default shall not in any way operate to preclude DPTS from also pursuing all available remedies against Bidder.

Waiver of Remedies for any Breach If DPTS elects to waive its remedies for any breach by Bidder of any covenant, term or condition of this Contract, then such waiver by DPTS shall not limit DPTS's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience of Default (Cost-Type Contracts) The DPTS may terminate the contract, or any portion of it, by serving a notice of termination on the Bidder. The notice shall state whether the termination is for convenience of the DPTS or for the default of the Bidder. If the termination is for default, the notice shall state the way the Bidder has failed to perform the requirements of the contract. The Bidder shall account for any property in its possession paid for from funds received from the DPTS, or property supplied to the Bidder by the DPTS. If the termination is for default, the DPTS may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Bidder shall promptly submit its termination claim to the DPTS and the parties shall negotiate the termination settlement to be paid the Bidder.

If the termination is for the convenience of the DPTS, the Bidder shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the applicable requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.
3. The Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE) Participation

The Bidder must comply with the DBE program requirements of 49 C.F.R. part 26. The Bidder shall not discriminate based on race, color, national origin, or sex in the performance of the contract. The Bidder shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the Bidder to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is

not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Bidder from future bidding as non-responsible. 49 C.F.R. part 26.13(b).

Contract Changes Clause

DPTS may at any time, by a written order, and without notice to sureties, if any, make changes within the general scope of this Agreement. Such changes shall serve to modify this Agreement to the extent necessary to execute the change as directed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Agreement, whether changed or not changed by the order, DPTS shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement accordingly. The Contractor must assert its right to an adjustment under this article within three working days from the date of the receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if DPTS decides that the facts justify it, DPTS may receive and act upon a bid submitted at any time before final payment of the Agreement. If the Contractor's bid includes the cost of equipment or materials made obsolete or excess by the change, then DPTS shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this provision shall excuse the Contractor from proceeding with the Agreement as changed.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Bidder shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the bidder is required to verify that none of the Bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

Energy Conservation

The Bidder agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Recycled Products

Recovered Materials - The Bidder agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Access Requirements for Persons with Disabilities

The Bidder agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Bidder also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

Prompt Payment

The Bidder agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Bidder receives from the DPTS, meeting the requirements of 49 C.F.R. Part 26.29(a). The Bidder must promptly notify the DPTS whenever a Disadvantaged Business Enterprise subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another Disadvantaged Business Enterprise subcontractor to perform at least the same amount of work. The Bidder may not terminate any Disadvantaged Business Enterprise subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the DPTS. The DPTS may conduct prompt payment audits that require the Bidder to submit appropriate documentation to verify compliance with this provision.

Lobbying

Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by the U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20 to the extent consistent with 31 U.S.C. §1352, as amended, and other applicable federal laws, regulations, and guidance prohibiting the use of Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, as amended. Each tier shall also disclose the name of any registrant

under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Cargo Preference

The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; and to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading); and to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America

The Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Attachment A: Bid for Tire Lease

The amount of the regular monthly payment shall be computed by using the applicable billing rate per tire mile in effect during such preceding month, as set forth below. The City shall remit payment by check within thirty (30) days after receipt of the completed invoice.

As used in this solicitation, "tires" shall mean a casing, tube and flap for a tube type tire and a casing, only, for a tubeless tire, and "vehicles" shall mean, unless otherwise indicated, the twenty-two (22) transit coaches and two (2) trolley replica coaches now owned and operated by the City, and any other transit coaches and/or trolley replica coaches that use the same size and type tires owned by the City as of the date hereof and that may be owned or operated by the City, its subsidiaries and affiliated companies at any time during the term of the contract.

Annual Tire Mile Rates (\$)

Tire Size	Est. Miles	Year One	Year Two	Year Three	Year Four	Year Five
9R22.5	100,000	\$0.007384	\$0.007605	\$0.007834	\$0.008069	\$0.008311
275/70R22.5	4,750,000	\$0.004962	\$0.005111	\$0.005265	\$0.005423	\$0.005585
315/80R22.5	1,250,000	\$0.005642	\$0.005811	\$0.005985	\$0.006165	\$0.006350

Attachment B, Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder is required to verify that none of the Bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid, the Bidder certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

The certification in this clause is a material representation of fact relied upon by the DPTS. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to the DPTS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BRIDGESTONE AMERICAS

THE BIDDER, TIRE OPERATIONS, LLC, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: WARREN DICKINSON, MANAGER - MILEAGE SALES

Signature: 

Date: 7/5/19 DUNS Number: 00-128-8109

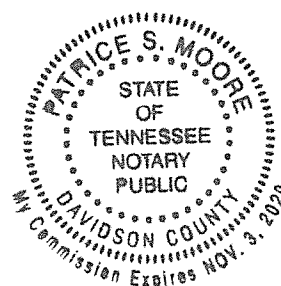
Subscribed and sworn to before me this 5th day of July, 2019.

Patrice Moore

Notary Public in and for the State of

Patrice S. Moore

residing in



Attachment C, Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner in the bid (if the Bidder is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition relative to the price to be bid, and the bid is made without reference to any other bid.
3. That the contents of this bid have not been communicated by the Bidder or its employees or agents to any person nor an employee or agent of the Bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

Dated this 5th day of July, 2019

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

(Name of Organization)

WARREN DICKINSON, MANAGER - MILEAGE SALES

(Title of Person Signing)



(Signature)

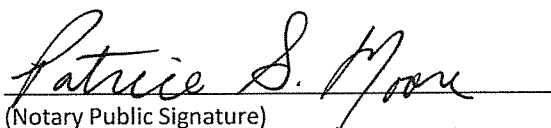
ACKNOWLEDGEMENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

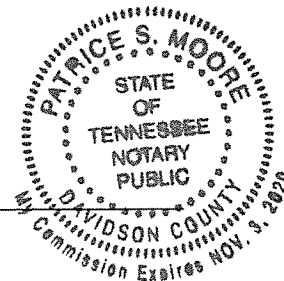
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 5th day of July, 2019 by
Patrice Moore. (name of person).



(Notary Public Signature)

My Commission Expires: November 3, 2020



Attachment D, Bid Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope of Work, the Specifications, Warranty, and Terms and Conditions with all supporting certificates and affidavits, for the provision of services specified at the prices stated in bid. The undersigned hereby certifies that the work offered in this Bid meets or exceeds the requirements of the Scope of Work and are determined suitable for the intended purposes specified. Pricing is valid for a minimum period of ninety (90) calendar days after Bid Opening.

Offer (to be completed by Bidder)

 WARREN DICKINSON, MANAGER - MILEAGE SALES
 Signature 7/5/19 Official's Title

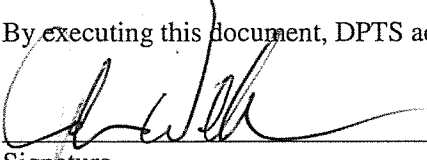
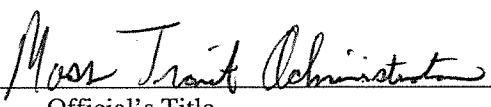
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DELAWARE 00-125-8109
 Company Name State of Incorporation DUNS Number

200 4TH AVENUE SOUTH - MILEAGE SALES NASHVILLE TN 37201
 Address City State Zip Code

800-342-6453 615-493-4372 salesmileage@bfusa.com
 Telephone Fax Number Email Address

Notice of Award (to be completed by Agency)

By executing this document, DPTS accepts the Bid Offer noted herein:

 
 Signature Official's Title

John Williams 8-5-2019
 Official's Name Date of Award

Attachment E, Addendum Acknowledgement

If applicable, the undersigned acknowledges receipt of the following addenda to this RFP.
(Include the number and date for each entry.)

Addendum Number <u>1</u>	Dated <u>June 26, 2019</u>
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the bid to be considered non-responsive to this Invitation for Bid (IFB), and may require rejection of the bid.

Note: A signed acknowledgment of this addendum must be received at the location of the IFB either prior to the bid due date and hour OR attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

<u>BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC</u>	
Name of Firm	
	<u>7/5/19</u>
Signature/Title	Date
WARREN DICKINSON, MANAGER - MILEAGE SALES	

Economic & Community Development

DATE: 8/5/2019

MEMO: No. 19-46

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Scott Dedert, Senior Planner

SUBJECT:

Ordinance Rezoning Property from M-1 Intense Commercial–Light Industrial District to PMR-1 Park Mobile Home Residence District at 3200 North Delta Avenue.

SUMMARY RECOMMENDATION:

Staff recommends approval of this draft ordinance for the re-zoning. The City Plan Commission voted 7-0 to recommend approval of the petition at the July 11, 2019 meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND:

The M-1 District zoned subject site is the southern portion of a larger 78.13 acre tract of land with the northern portion zoned PMR-1. The subject site consists of approximately 5.20 acres and is zoned M-1 District. It is currently operated as a mobile home park named Park City. The mobile home park was developed prior to 1966.

The petitioner proposes to rezone the subject site from M-1 Intense Commercial/Light Industrial District to PMR-1 Park Mobile Home Residence District in order to bring the existing mobile home park into conformance with the current Zoning Ordinance with the intention to add additional dwellings, mobile homes and/or modular homes.

The subject site is located within a mixed-use area and rezoning to PMR-1 Park Mobile Home Residence District should have no adverse effect on the general area or the City as a whole.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City's Technical Review Committee; Planning,

Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Scott Dedert (sdedert@decaturil.gov) or Ray Lai (rlai@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
M-1 INTENSE COMMERCIAL-LIGHT INDUSTRIAL DISTRICT TO PMR-1 PARK
MOBILE HOME RESIDENCE DISTRICT
-3200 NORTH DELTA AVENUE -**

WHEREAS, on the 11th day of July 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of KAMAL H. SHAUBAYIB to rezone premises legally described as:

Part of Lot 3 of Park City Third Addition as per Plat recorded in Book 1832 on Page 903 in the Records of the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois, and more particularly described as follows:

Beginning at the Southwest corner of said Lot 3; thence South 84 degrees 56 minutes 01 seconds East, (bearings are based on South 00 degrees 08 minutes 35 seconds West along the East right of way line of Illinois Central Railroad as shown on said Park City Third Addition), along Northerly right of way line of Pershing Road (IL Rte 48 & 121), 184.09 feet (recorded 183.99 feet) to the Southwest corner of Lot 2 of Park City Fourth Addition as per Plat recorded in Book 5000 on Page 316 in the records of the Recorder's Office of Macon County, Illinois; thence North 00 degrees 05 minutes 11 seconds East, 561.25 feet (recorded 561.51 feet) to the Northwest corner of Lot 3 of said Park City Fourth Addition; thence South 89 degrees 06 minutes 00 seconds East, 523.59 feet (recorded 525.06 feet) to the Northeast corner of Lot 3 of said Park City Fourth Addition; thence South 01 degrees 32 minutes 20 seconds West, along the East line of Lots 1 and 3 of said Park City Fourth Addition, 529.10 feet (recorded 529.31 feet) to the Southeast corner of Lot 1 of said Park City Fourth Addition; thence North 77 degrees 21 minutes 10 seconds East, along the Northerly right of way of said Pershing Road, 4.91 feet (recorded 5.04 feet); thence South 89 degrees 48 minutes 41 seconds East, along said Northerly right of way line, 65.26

feet (recorded 65.36 feet) to a point on the West line of Lot 1 of Joyner Radio Inc. Subdivision as recorded in Book 5000 on Page 41 in the records of the Recorder's Office of Macon County, Illinois; thence North 01 degrees 32 minutes 20 seconds East, 646.49 feet (recorded 646.49 feet) to the Northwest Corner of Lot 2 of said Joyner Radio Inc. Subdivision; thence North 89 degrees 59 minutes 41 seconds West, 799.31 feet to a point on the Easterly right of way line of Illinois Central Gulf Railroad; thence South 00 degrees 08 minutes 35 seconds West, along said Easterly right of way line of Illinois Central Gulf Railroad, 655.05 feet to a point on the Northerly right of way line of Pershing Road (IL Rte 48 & 121) and the Point of Beginning.

Said parcel containing 5.20 acres, more or less.

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 M-1 Intense Commercial-Light Industrial District to PMR-1 Park Mobile Home Residence 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, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



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	Kamal H. Shouhayib				
Address	2265 Livernois Rd. Suite 500				
City	Troy	State	MI	Zip	48083
Telephone	248-362-4150	Fax	248-362-4154	E-mail	kshouhayib@aol.com
Property Owner	Kamal H. Shouhayib				
Address	2265 Livernois Rd. Suite 500				
City	Troy	State	MI	Zip	48083
Telephone	248-362-4150	Fax	248-362-4154	E-mail	kshouhayib@aol.com
Representative	Tracy Stewart				
Address	3200 Delta Ave.				
City	Decatur	State	IL	Zip	62526
Telephone	217-877-3428	Fax	217-877-6447	E-mail	parkmhc@gmail.com

SECTION TWO: SITE INFORMATION						
Street Address	1010 E. Pershing Road, Decatur, IL 62526 (Lot 3)					
Legal Description	Lot 3 of Park City Fourth Addition as per Plat recorded in Book 5000 on Page 316 in the records of the Recorder's Office of Macon County, Illinois.					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Please list all improvements on the site:				Mobile homes, empty lots		
Size of Tract	3.51	☐ SF	☒ AC	Tax ID: 07-07-35-451-007 (PT.)		

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

**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	Kamal H. Shouhayib				
Address	2265 Livernois Rd. Suite 500				
City	Troy	State	MI	Zip	48083
Telephone	248-362-4150	Fax	248-362-4154	E-mail	kshouhayib@aol.com
Property Owner	Park/Decatur Limited Partnership				
Address	3200 N. Delta Ave.				
City	Decatur	State	IL	Zip	62526
Telephone	217-877-3428	Fax	217-877-6447	E-mail	parkmhc@gmail.com
Representative	Tracy Stewart				
Address	3200 Delta Ave.				
City	Decatur	State	IL	Zip	62526
Telephone	217-877-3428	Fax	217-877-6447	E-mail	parkmhc@gmail.com

SECTION TWO: SITE INFORMATION

Street Address	3200 N. Delta Avenue, Decatur, IL 62526 (Lot 3)					
Legal Description	Part of Lot 3 of Park City Third Addition as per Plat recorded in Book 1832 on Page 903 of the records of the Recorder's Office of Macon County, Illinois. See attached Exhibit "A" for legal description					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	5.20	☐ SF	☒ AC	Mobile homes, empty lots Tax ID: 07-07-35-401-004 (PT.)		

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 purpose to rezone the site to PMR-1 is to allow mobile homes to be located on the portion of property currently zoned M-1.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

Rezoning so that we may use it for residential purposes. Currently, we are trying to move a double wide home with a garage from another community and the owner wants to live on Colonial Ave.

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

6/5/19

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

EXHIBIT "A"

Legal Description

Part of Lot 3 of Park City Third Addition as per Plat recorded in Book 1832 on Page 903 in the Records of the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois, and more particularly described as follows:

Beginning at the Southwest corner of said Lot 3; thence South 84 degrees 56 minutes 01 seconds East, (bearings are based on South 00 degrees 08 minutes 35 seconds West along the East right of way line of Illinois Central Railroad as shown on said Park City Third Addition), along Northerly right of way line of Pershing Road (IL Rte 48 & 121), 184.09 feet (recorded 183.99 feet) to the Southwest corner of Lot 2 of Park City Fourth Addition as per Plat recorded in Book 5000 on Page 316 in the records of the Recorder's Office of Macon County, Illinois; thence North 00 degrees 05 minutes 11 seconds East, 561.25 feet (recorded 561.51 feet) to the Northwest corner of Lot 3 of said Park City Fourth Addition; thence South 89 degrees 06 minutes 00 seconds East, 523.59 feet (recorded 525.06 feet) to the Northeast corner of Lot 3 of said Park City Fourth Addition; thence South 01 degrees 32 minutes 20 seconds West, along the East line of Lots 1 and 3 of said Park City Fourth Addition, 529.10 feet (recorded 529.31 feet) to the Southeast corner of Lot 1 of said Park City Fourth Addition; thence North 77 degrees 21 minutes 10 seconds East, along the Northerly right of way of said Pershing Road, 4.91 feet (recorded 5.04 feet); thence South 89 degrees 48 minutes 41 seconds East, along said Northerly right of way line, 65.26 feet (recorded 65.36 feet) to a point on the West line of Lot 1 of Joyner Radio Inc. Subdivision as recorded in Book 5000 on Page 41 in the records of the Recorder's Office of Macon County, Illinois; thence North 01 degrees 32 minutes 20 seconds East, 646.49 feet (recorded 646.49 feet) to the Northwest Corner of Lot 2 of said Joyner Radio Inc. Subdivision; thence North 89 degrees 59 minutes 41 seconds West, 799.31 feet to a point on the Easterly right of way line of Illinois Central Gulf Railroad; thence South 00 degrees 08 minutes 35 seconds West, along said Easterly right of way line of Illinois Central Gulf Railroad, 655.05 feet to a point on the Northerly right of way line of Pershing Road (IL Rte 48 & 121) and the Point of Beginning.

Said parcel containing 5.20 acres, more or less.

STAFF REPORT
Decatur City Plan Commission

Hearing Date	July 11, 2019
Case No.	19-28
Property Location	3200 North Delta Avenue
Request	Rezoning at 3200 North Delta Avenue from M-1 Intense Commercial/Light Industrial District to PMR-1 Park Mobile Home Residence District
Petitioner	Kamal H. Shaubayib
Representative	Tracy Stewart

BACKGROUND

The M-1 District zoned subject site is the southern portion of a larger tract of land with the portion zoned PMR-1 (78.13 acres). The subject site consists of approximately 5.20 acres and is currently operated as a mobile home park named Park City. The mobile home park was developed prior to 1966.

The previous property owner acquired additional properties and in 1969 applied and was approved for a Special Use Permit to allow for an office, barber shop, beauty shop, laundry room, recreation room, snack shop, and indoor pool, which was approved by City Council. Subsequently, the indoor pool, office snack shop, laundry room, recreation room were built.

In 1987, the northern portion of the overall tract was rezoned from R-1 Single Family Residence District and M-1 Intense Commercial/Light Industrial District to PMR-1. The southern portion, the subject site, remained M-1 Intense Commercial/Light Industrial District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Mobile Home Park and Vacant Lots	M-1	Residential – Low Density
North	Mobile Home Park	PMR-1	Residential – Low Density
South	Commercial (Strip center, Office and Self-Storage)	M-1	Employment
East	Automotive Service and Repair	M-1	Heavy Commercial
West	Railroad, Manufacturing and Office	M-1, M-2	Employment

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from M-1 Intense Commercial/Light Industrial District to PMR-1 Park Mobile Home Residence District in order to bring the existing mobile home park into conformance with the current Zoning Ordinance with the intention to add additional dwellings, mobile homes and/or modular homes.

STAFF ANALYSIS

The surrounding zoning includes PMR-1 Park Mobile Home Residence District to the north, M-1 Intense Commercial/Light Industrial District to the south, east and west. The surrounding land uses are a mobile home park to the north, commercial that includes self-storage, office and strip center to the south, automobile service and repair to the east and southeast, and additional commercial and some single-family residences across a railroad to the west and northwest. Per the City of Decatur Comprehensive Plan, the Future Land Use: Planning District 10 identifies the property in question as “Residential – Low Density” but there was no specific key development strategy associated with this property. The subject site is located within a mixed-use area and rezoning to PMR-1 Park Mobile Home Residence District should have no adverse effect on the general area or the City as a whole. In staff’s opinion, the proposed PMR-1 would be compatible and consistent with the zoning and uses in the area. Also, it is a logical extension of the PMR-1 zoning with existing mobile homes.

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 19-28 to City Council by the Plan Commission with a recommendation is warranted.

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

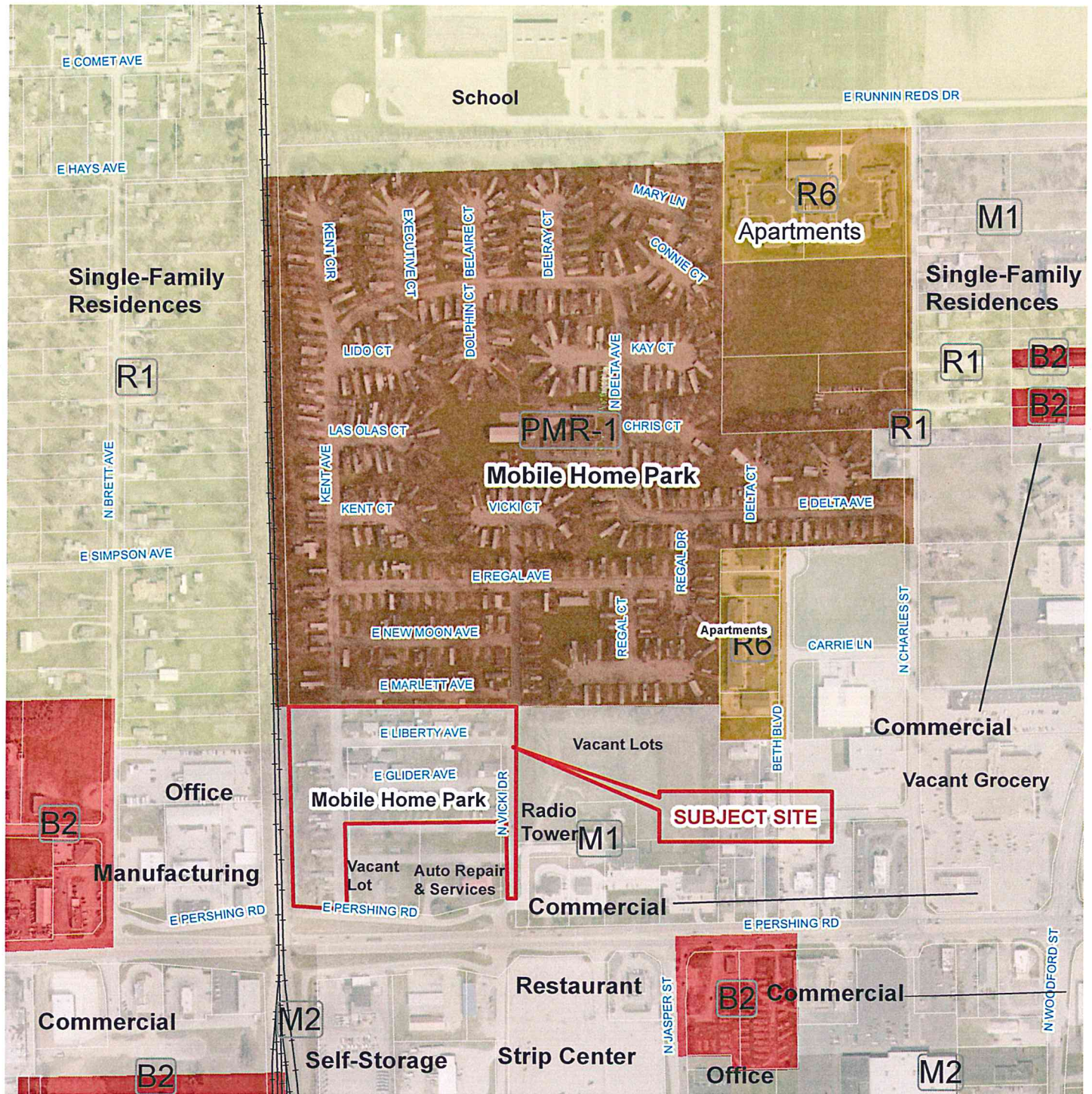
Scott Dedert
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

City of Decatur

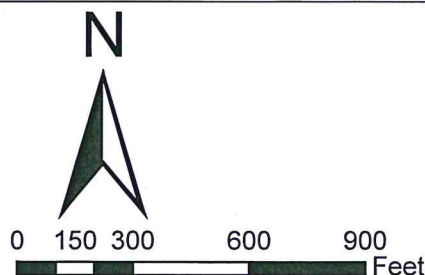
Park City



Case No: 19-28

Date: July 11, 2019

Petitioner: Kamal H. Shaubayib



Legend

- Subject Site
- Parcels
- Railroads
- Zoning**
- R1-Single Family Residence
- R6-Multiple Dwelling
- B2-Commercial
- M1-Intense Commercial/Light Industrial
- M2-Heavy Industrial
- PMR-1-Park Mobile Home Residence

Excerpts from Plan Commission Meeting of July 11, 2019:

Case No. 19-28 Petition of KAMAL H. SHAUBAYIB to rezone the property located at 3200 NORTH DELTA AVENUE from M-1 Intense Commercial – Light Industrial District to PMR-1 Park Mobile Home Residence District. Said premise is zoned M-1 Intense Commercial – Light Industrial District.

It was moved and seconded (Brinkoetter/Clevenger) to forward Case No. 19-28 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Ms. Valerie Wallace, representative for the petitioner, was sworn in by Mrs. Poland.

Ms. Wallace stated they have a double-wide trailer that they want to move in the area and it is not zoned correctly. They are unable to utilize the area with the current zoning.

There were no objectors present.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Economic & Community Development

DATE: 8/5/2019

MEMO: No. 19-43

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn Stewart, Planner

SUBJECT:

Ordinance Rezoning Property from M-1 Intense Commercial–Light Industrial District to PMR-1 Park Mobile Home Residence District at 2397 North Illinois Street.

SUMMARY RECOMMENDATION:

Staff recommends approval of this draft ordinance for the re-zoning. The City Plan Commission voted 7-0 to recommend approval of the petition at the July 11, 2019 meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND:

The subject site, located at 2397 North Illinois Street, is currently zoned M-1 Intense Commercial-Light Industrial District and is a nonconforming use. It consists of approximately 22.33 acres and occupied by the Decatur Estates Mobile Home Park (DEMHP).

Currently there are 88 occupied mobile homes and 32 vacant mobile homes that are being remodeled and getting ready for occupancy. A total of twenty (20) brand new homes will be brought in this summer as well as an organic move (organic move means DEMHP is bringing a used home from another mobile home community to DEMHP. Decatur Estates does not own the home, but the owner transferred their lot lease to us from a competitor) set for August. There will be a total of 34 vacant lots remaining after bringing in the new homes and organic moves. This will put the number of homes in this community at 141.

The petitioner proposes to rezone the subject site from M-1 Intense Commercial-Light Industrial District to PMR-1 Park Mobile Home Residence District in order to bring the existing mobile home park into conformance with the zoning regulations, as well as to allow for an installation of a splash-pad and children's play area to serve the residents of the Decatur Estates Mobile Home Park.

The subject site is located within a mixed-use area and rezoning to PMR-1 Park Mobile

Home Residence District should have no adverse effect on the general area or the City as a whole.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart (jstewart@decaturil.gov) or Ray Lai (rlai@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
M-1 INTENSE COMMERCIAL-LIGHT INDUSTRIAL DISTRICT TO PMR-1 PARK
MOBILE HOME RESIDENCE DISTRICT
-2397 NORTH ILLINOIS STREET -**

WHEREAS, on the 11th day of July 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of DECATUR MHP, LLC to rezone premises legally described as:

Part of the West ½ of the Southeast ¼ of Section Two (2), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, also known as Lot Five (5) of Assessor's Subdivision of the West ½ of the East ½ of Section Two (2). Being 28.381 acres (28.367 acres) more particularly described as follows:

Beginning at a point 170.7 feet South and 30 feet West of the Northeast corner of the Northwest ¼ of the Southeast ¼ of the aforesaid Section Two (2), and running thence South 1028.18 feet (1028.22), thence South 89 degrees 42 minutes 45 seconds West 1196.29 feet (S 89° 42'22" W. 1196.01'), thence North 0 degrees 20 minutes 45 seconds West 1,033.24 feet (N 0° 20'45" W. 1032.33'), thence North 89 degrees 57 minutes 30 seconds East 1202.63 feet (N 89° 56'09" E. 1202.74') to the point of beginning. Situated in Macon County, Illinois.

Parcel Index Number: 04-12-02-401-003

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 M-1 Intense Commercial-Light Industrial District to PMR-1 Park Mobile Home Residence 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, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



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	Decatur MHP, LLC				
Address	110 NW 2nd Street				
City	Cedaredge	State	CO	Zip	81413
Telephone	217-418-4465 720-386-1255	Fax		E-mail	decaturmhp@impactmhc.com drivera@impactmhc.com jportman@impactmhc.com
Property Owner	Decatur MHP, LLC				
Address	110 NW 2nd Street				
City	Cedaredge	State	CO	Zip	81413
Telephone	217-418-4465 720-386-1255	Fax		E-mail	decaturmhp@impactmhc.com drivera@impactmhc.com jportman@impactmhc.com
Representative	Regina McCalip				
Address	2397 N Illinois St				
City	Decatur	State	IL	Zip	62526
Telephone	217-418-4465 720-386-1255	Fax		E-mail	regina.mccalip@impactmhc.com drivera@impactmhc.com jportman@impactmhc.com

SECTION TWO: SITE INFORMATION

Street Address	2397 N Illinois St., Decatur, IL 62526					
Legal Description	See <u>Exhibit A</u> - Legal Description See <u>Exhibit B</u> - Survey					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☒ PMR-1		
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ 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.
See <u>Exhibit C</u> - Purpose and Justification	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
See <u>Exhibit C</u> - Purpose and Justification

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	6/4/19

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	

Exhibit A- Legal Description

LEGAL DESCRIPTION

Part of the West 1/2 of the SouthEast 1/4 of Section 2,
Township 16 North, Range 2 East of the Third Principal Meridian, also known
as Lot Five of Assessor's Subdivision of the West 1/2 of the East 1/2
of Section 2, being 28.381 acres (28.367 acres) more particularly described as follows:
Beginning at a point 170.7 feet South and 30 feet West of the NorthEast corner
of the NorthWest 1/4 of the SouthEast 1/4 of the aforesaid Section
2, and running thence South 1,028.18 feet (1,028.22); thence South 89 degrees 42 minutes
45 seconds West 1,196.29 feet (S 89° 42' 22" W. 1,196.01'); thence North 0 degrees 20 minutes
45 seconds West 1,033.24 feet (N 0° 20' 45" W. 1,032.33'); thence North 89 degrees 57 minutes
30 seconds East 1,202.63 feet (N 89° 56' 09" E. 1,202.74') to the point of beginning.
Situated in Macon County, Illinois.

[illegible]

SURVEYOR'S CERTIFICATION

[illegible]PHILIP W. COCHRAN
Inns Professional Land Surveyor No. 2458

SCHEDULE B EXPLAINS

EASEMENT'S GRANTED TO KUNDS POWER COMPANY ARE PLANNET EASEMENTS
AND CANNOT BE SHOWN

ALTA LAND TITLE SURVEY

JASPER MOBILE HOME PARK, INC.
2397 N. ILLINOIS ST. DECATUR, IL

pwc
philip w. cochrane consulting engineer
2602 north morgan decatur, il 62526
phone /312/ 478-1111 fax /312/ 478-1122

drawn by term	REVIEWS		project no.
date 6/08/98	NO	BY DATE DESCRIPTION	9853
loan by	1	DATE DATE DESCRIPTION	field book no
date			179
checked by			sheet no.

Exhibit C- Purpose & Justification

This rezoning application is provided at the request of Scott Dedert, Senior Planner for the City of Decatur, to simplify the city records and provide an ordinance-based framework for the subject property (we've been informed that such framework would acknowledge and consent to prior existing legal non-conformities with PMR-1 status, if any). This application and effort were borne from an effort to install a 'splash-pad' (a summertime fountain-like play area for children). Although we don't find rezoning effort necessary for such minor amenities to be outside the prior legal non-conforming use we acknowledge the benefits to the City of Decatur and the property and look forward to successful completion of the rezoning process.

STAFF REPORT
Decatur City Plan Commission

Hearing Date July 11, 2019
Case No. 19-29
Property Location 2397 North Illinois Street
Request Rezoning at 2397 North Illinois Street from M-1 Intense Commercial-Light Industrial District to PMR-1 Park Mobile Home Residence District.
Petitioner Decatur MHP, LLC
Representative Regina McCalip

BACKGROUND

The subject site located at 2397 North Illinois Street is currently zoned M-1 Intense Commercial-Light Industrial District. It consists of approximately 22.33 acres and occupied by the Decatur Estates Mobile Home Park.

Before the current owner purchased the Mobile Home Park in January 2014 it was first established as “homes for war workers” in 1944 by the Housing Authority. In May of 1961, it became the Jasper Mobile Home Park.

Currently there are 88 occupied mobile homes and 32 vacant mobile homes that are being remodeled and getting ready for occupancy. A total of twenty (20) brand new homes will be brought in this summer as well as an organic move set for August. There will be a total of 34 vacant lots after bringing in the new homes and organic moves. This will put the number of homes in the community at 141.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Decatur Estates Mobile Home Park	M-1	Residential-Low Density
North	Storage Facility	M-2	Employment
South	Single-Family Residences, Church	R-3	Residential-Low Density
East	Ameren – Decatur Operating Center	M-2	Employment
West	Railroad, Warehouse/Manufacturing	M-2	Employment

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from M-1 Intense Commercial-Light Industrial District to PMR-1 Park Mobile Home Residence District in order to bring the existing Mobile Home Park into conformance with the zoning regulations, as well as to allow for an installation of a splash-pad and children’s play area to serve the residents of the Decatur Estates Mobile Home Park.

STAFF ANALYSIS

The surrounding zoning includes M-2 Heavy Industrial District to the north, east and west and Single-Family Residence District to the south. The Macon County and Decatur Comprehensive Plan, the Future Land Use: Planning District 7 shows this area as Residential Low-Density and Employment. Since the Mobile Home Park has been at this location for many years, staff believes it is a good transitional use between the industrial uses and single-family residential use and has been a compatible fit with the area for years.

The subject site is located within a mixed-use area and rezoning to PMR-1 Park Mobile Home Residence District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning.

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 19-29 to City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn A. Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Location Map

Decatur MHP, LLC



Petitioner: Decatur MHP, LLC

Legend

— Railroads

Subject Site

Parcels

Zoning

R3-Single F

M1-Intense

M2-Heavy Ir



Excerpts from Plan Commission Meeting of July 11, 2019:

Case No. 19-29 Petition of DECATUR MHP, LLC to rezone the property located at 2397 NORTH ILLINOIS STREET from M-1 Intense Commercial – Light Industrial District to PMR-1 Park Mobile Home Residence District. Said premise is zoned M-1 Intense Commercial – Light Industrial District.

It was moved and seconded (Howley/Johnson) to forward Case No. 19-29 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Ms. Regina McCalip, representative for the petitioner, was sworn in by Mrs. Poland.

Ms. McCalip stated they would like to build a playground and splash-pad behind their office to make their community a safe place for children to play.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

City Clerk

DATE: 7/31/2019

MEMO: 2019-29

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - City Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Aryn Peters to the Decatur Plan Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Aryn Peters

City Plan Commission

4/30/2022

DATED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 7/31/2019

MEMO: 2019-30

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Civil Service Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Todd Ray to the Civil Service Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the 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:

Todd Ray	Civil Service Commission	7/20/2022
----------	--------------------------	-----------

DATED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 5th day of August, 2019.

Julie Moore Wolfe, Mayor

Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 5 Cloyds Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 5 Cloyds Drive
2. 2963 Danny Drive
3. 3041 Danny Drive
4. 3509 West Marietta Street
5. 2545 East Mound Road
6. 1620 NW Route 121
7. 2355 Wilcox Lane
8. 4135 North Woodlawn Avenue
9. 4134 North Woodlawn Avenue
10. 3325 South Greenview Drive
11. 2409 Baker Lane
12. 2455 Thunderbird Drive
13. 3821 West Center Street
14. 1571 West Allison Drive
15. 4647 Rea's Bridge Road

BACKGROUND: The subject properties are being annexed due to a water service agreement.

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein,

Administrative Secretary. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
2019-84 Ordinance Annexing Territory 5 Cloyds Drive	Ordinance
2019-84 5 Cloyds Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
5 CLOYDS DRIVE**

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

LOT 3 OF CLOYDS FIRST ADDITION

PIN# 07-07-28-451-004

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

_____ Edward Helm _____

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 5 Cloyds Drive, and legally described as follows:

LOT 3 OF CLOYDS FIRST ADDITION

PIN # 07-07-28-451-004

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**

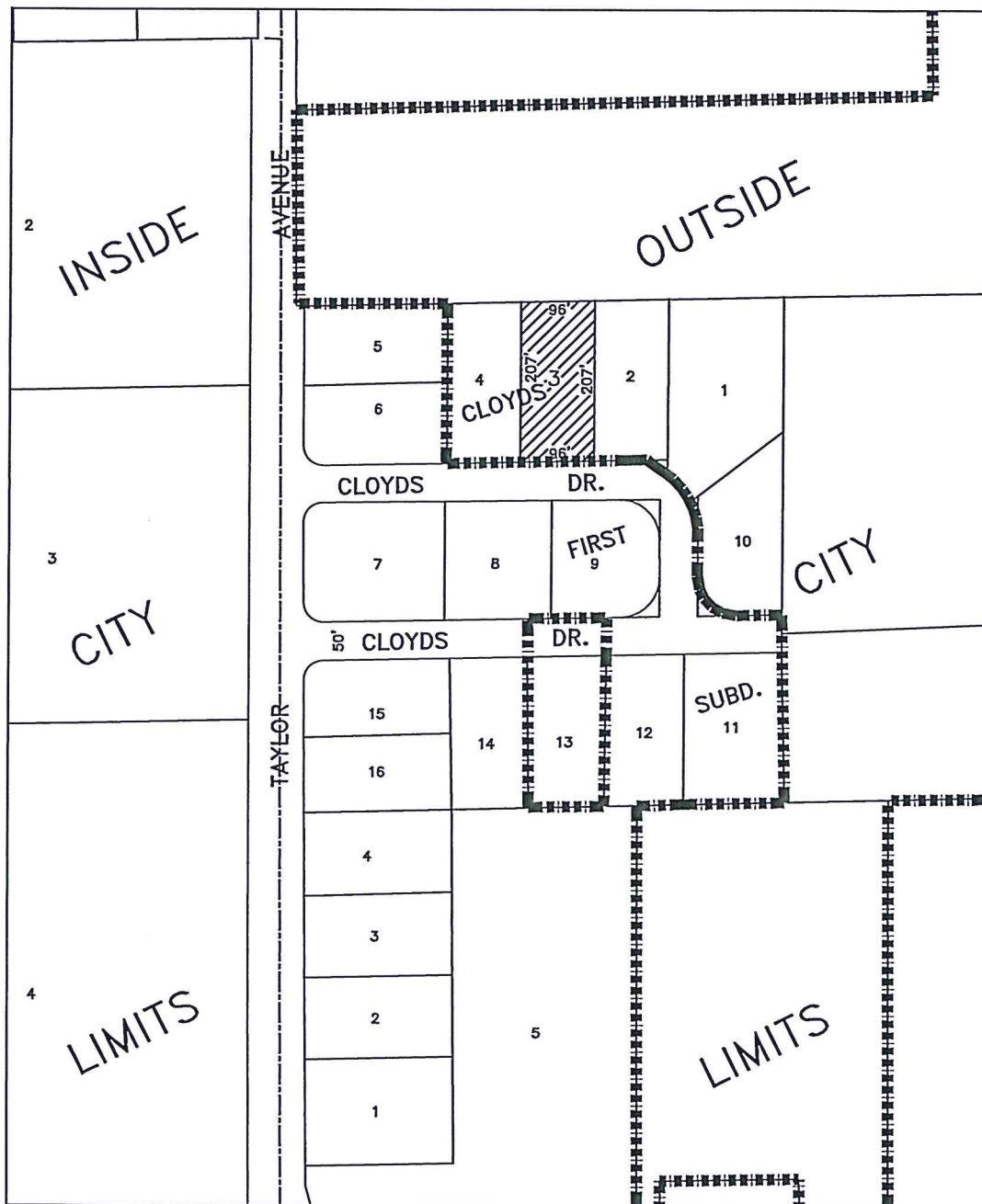
Edward Helm EDWARD HELM #5 Cloyds Dr

State of Illinois
County of Macon

Signed and sworn to before me this 8th day of July, 2019

Kathy Morrison
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
5 CLOYDS DRIVE



indicates territory annexed



indicates existing corporate limits

0.456± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



7/10/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

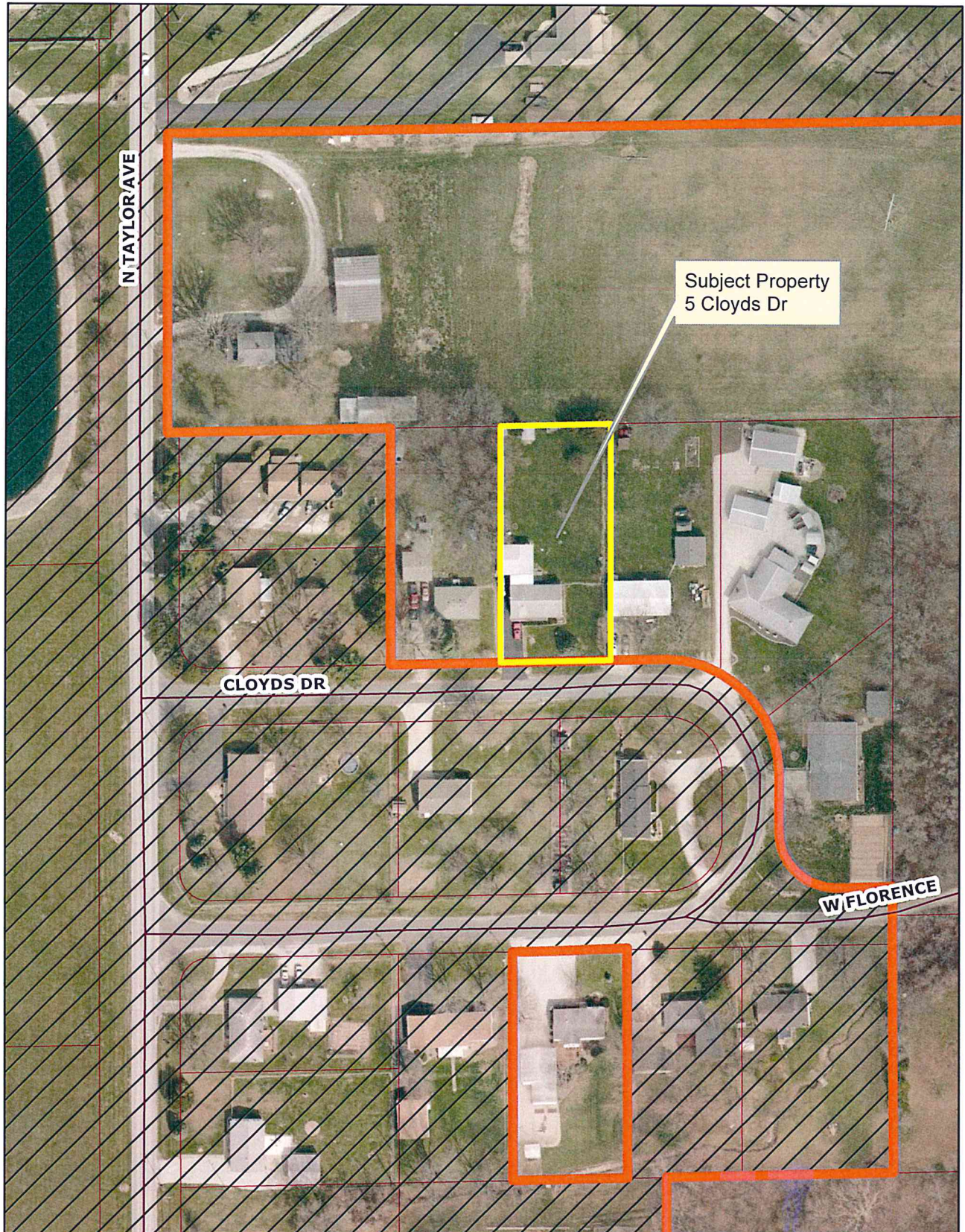
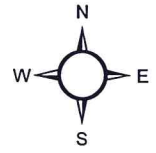
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 5 Cloyds Drive



Public Works

DATE: 7/26/2018

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2963 Danny Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2963 Danny Drive	Ordinance
2963 Danny Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2963 DANNY DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Cherry B. Howell and Paula K. Ray, requesting that there be annexed to the City territory described as:

LOT 6 OF SOUTHERN MEADOWS ADDITION

PIN# 17-12-34-201-003

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Cherry B. Howell, Michael C Ray Paul A K Ray

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2963 Danny Drive, and legally described as follows:

LOT 6 OF SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-201-003

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

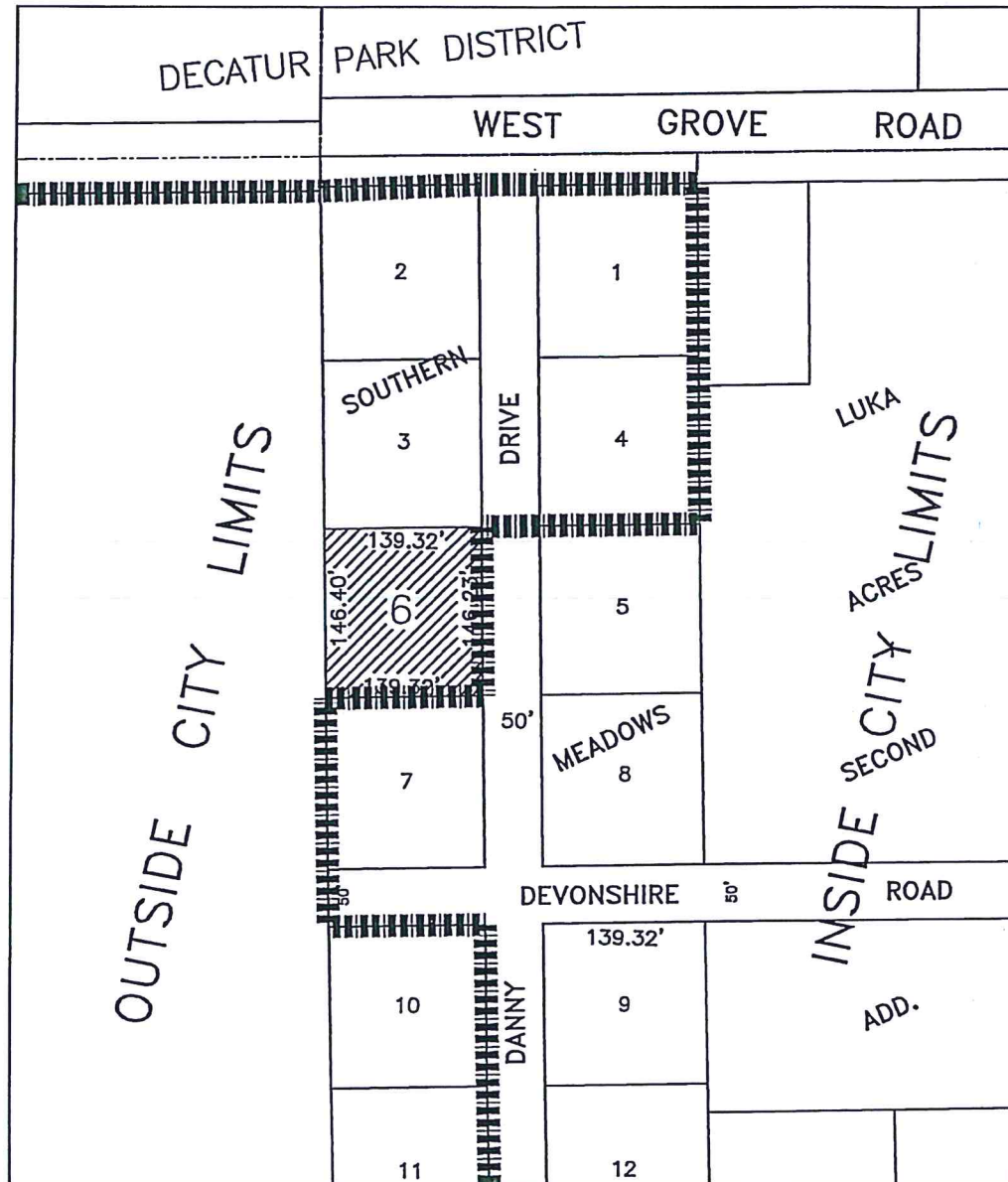
<u>Cherry B. Howell</u>	<u>Cherry B Howell</u>	<u>2963 S Danny Dr Dec, IL</u>
<u>Paul A K Ray</u>	<u>Paul A K Ray</u>	<u>2963 S Danny Dr. Dec IL</u>

Signed and sworn to before me this 2nd day of July, 2019

Rachel Strode
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2963 DANNY DRIVE



indicates territory annexed



indicates existing corporate limits

0.468± acres

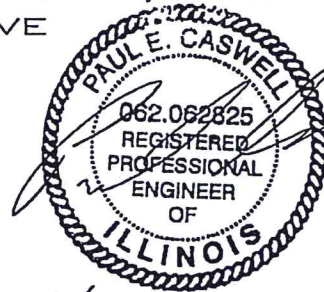
AREA 0.0007± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



7/10/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

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

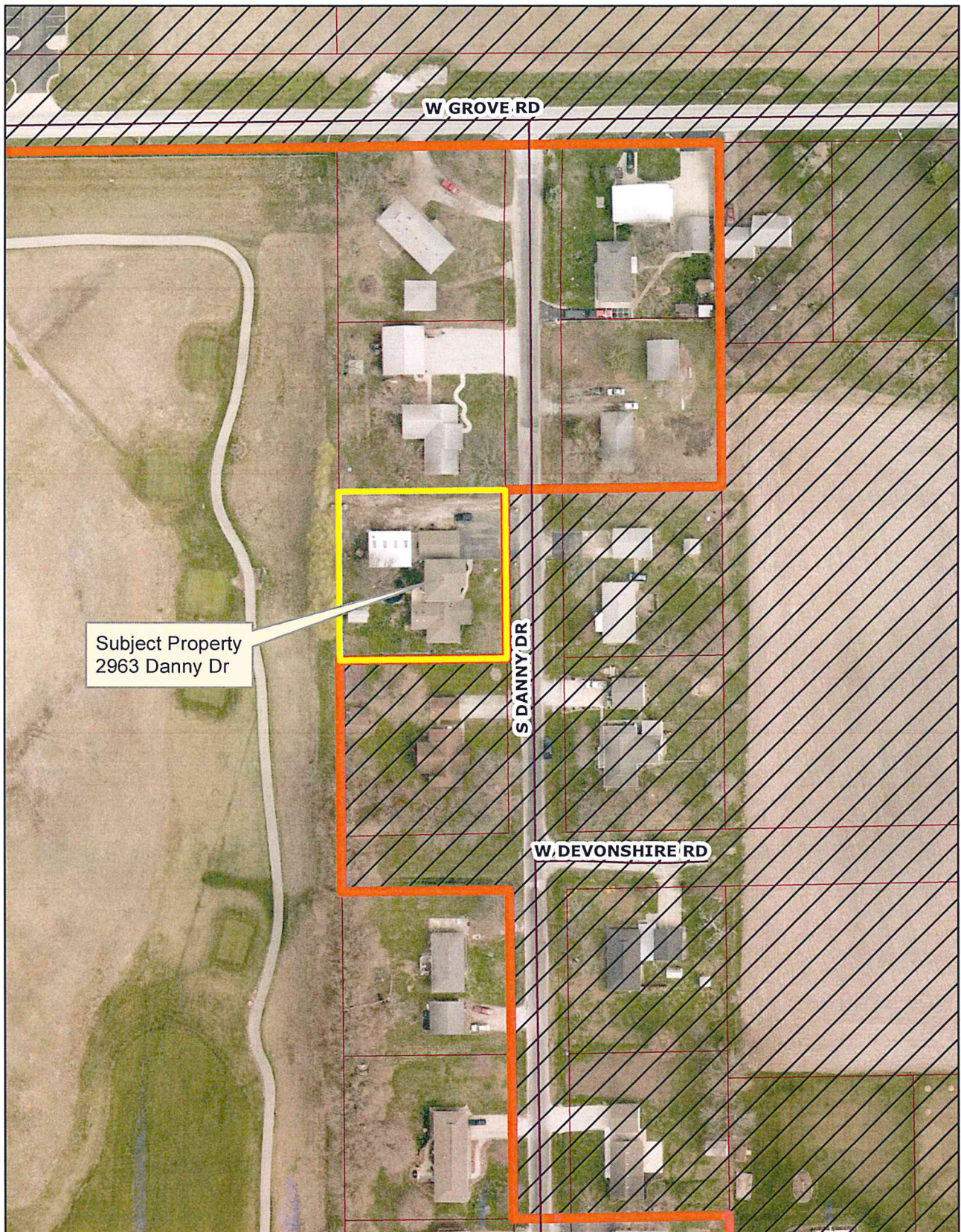
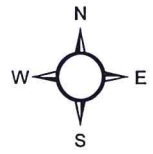
ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Exhibit B

Property Proposed To Be Annexed Vicinity Map For 2963 Danny Drive



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3041 Danny Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3041 Danny Drive	Ordinance
3041 Danny Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3041 DANNY DRIVE**

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

LOT 11 OF SOUTHERN MEADOWS ADDITION

PIN# 17-12-34-203-002

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Jerry Lewis Pannbacker

Susan E. Pannbacker

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3041 Danny Drive, and legally described as follows:

LOT 11 OF SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-203-002

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

+ Jerry Pannbacker Jerry Pannbacker 3041 S. Danny Dr Decatur IL
Susan Pannbacker Susan Pannbacker 3041 S. Danny Dr. Decatur IL

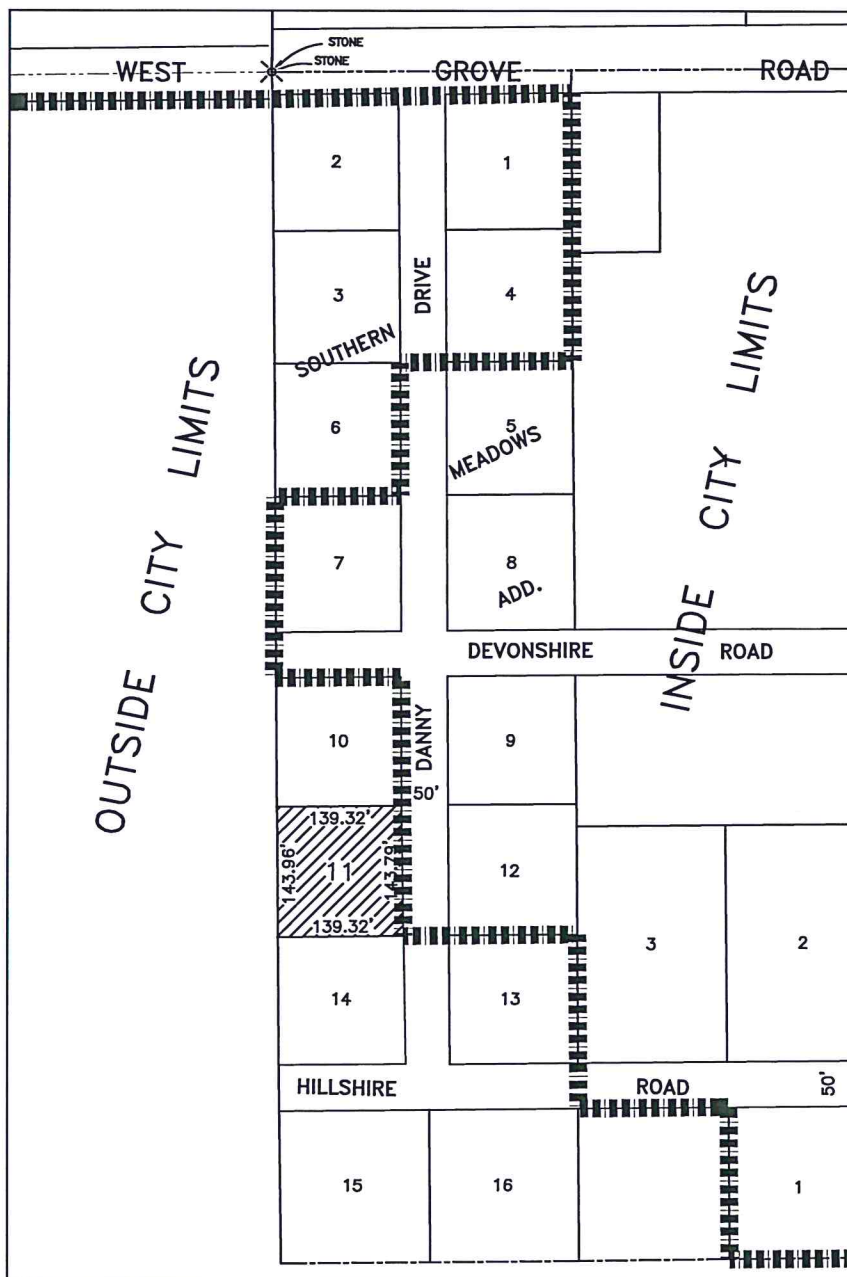
Signed and sworn to before me this 9th day of July, 2019

Tara R. Bachstein

Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3041 DANNY DRIVE



indicates territory annexed



indicates existing corporate limits

0.46± acres

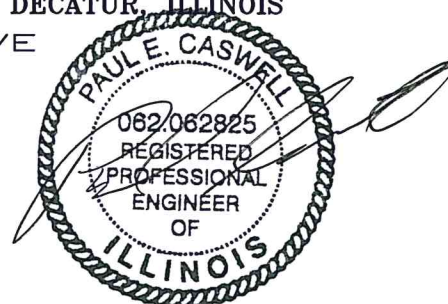
AREA 0.0007± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



7/10/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

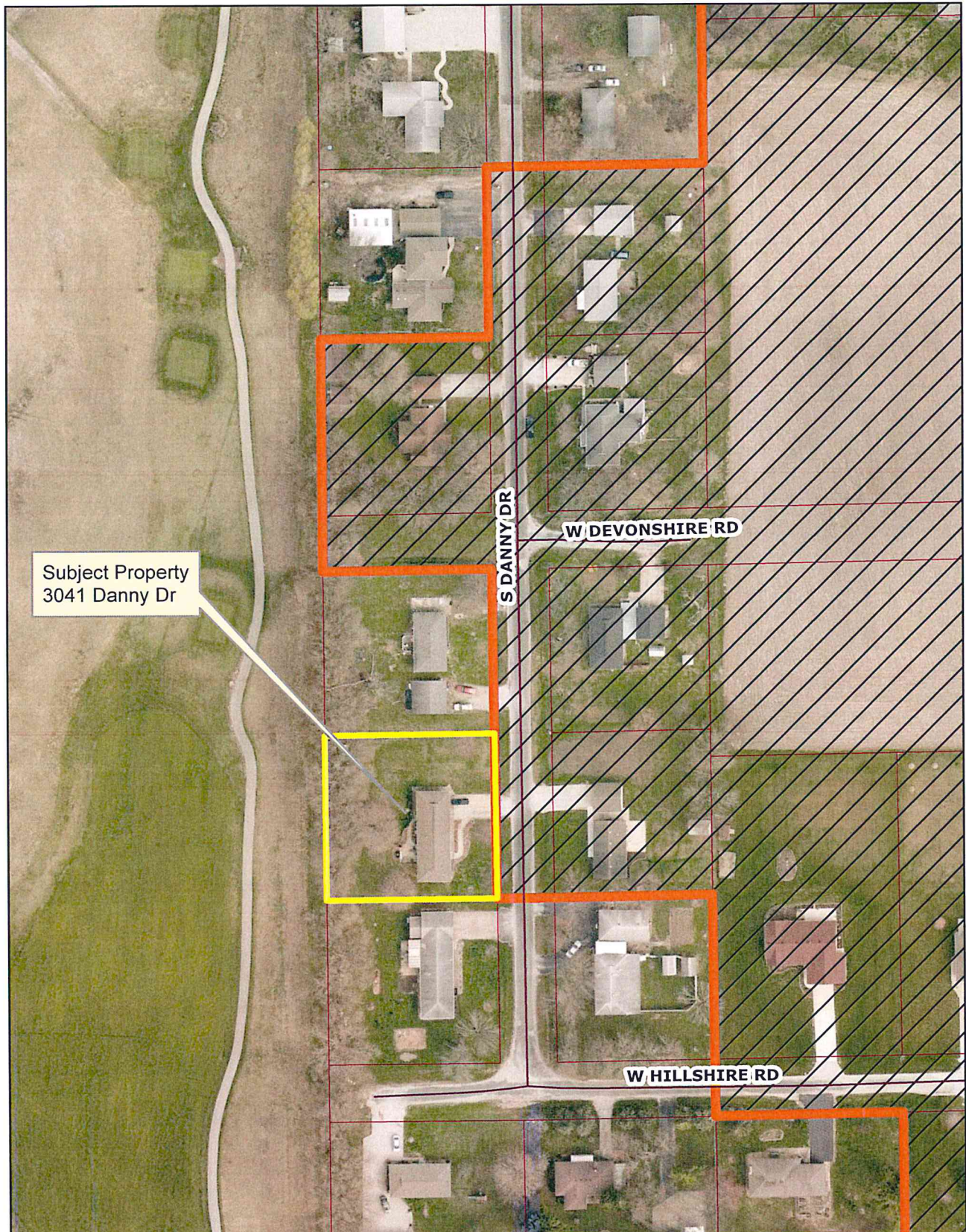
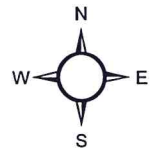
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 3041 Danny Drive



Subject Property
3041 Danny Dr

Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory 3509 West Marietta Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3509 West Marietta Street	Ordinance
3509 Marietta Street Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3509 WEST MARIETTA STREET**

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

THE EAST 136.9 FEET OF THE WEST 554.74 FEET OF LOT 2 OF ASSESSOR'S
SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 7, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. AS PER PLAT
RECORDED IN BOOK 22 PAGE 194 OF THE RECORDS OF THE RECORDER'S OFFICE
OF MACON COUNTY, ILLINOIS, AND SAID PROPERTY LYING NORTH OF THE
NORFOLK SOUTHERN RAILROAD

PIN# 04-12-07-476-002

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

SETH COX

SHEZA COX

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3509 West Marietta Street, and legally described as follows:

THE EAST 136.9 FEET OF THE WEST 554.74 FEET OF LOT 2 OF ASSESSOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. AS PER PLAT RECORDED IN BOOK 22 PAGE 194 OF THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, AND SAID PROPERTY LYING NORTH OF THE NORFOLK SOUTHERN RAILROAD

PIN # 04-12-07-476-002

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Sheza Cox

SHEZA COX

3509 W. MARIETTA ST
DECATUR, IL
62522

Seth A Cox

Seth A. Cox

3509 W MARIETTA ST
Decatur



Signed and sworn to before me this

1st day of July

, 20 19

Tara R. Bachstein
Notary Public

 indicates territory annexed
 indicates existing corporate limits
0.448± acres
 AREA 0.0007± sq. miles
0 lin. ft. of public road
 DECATUR _____ township

N.T.S.



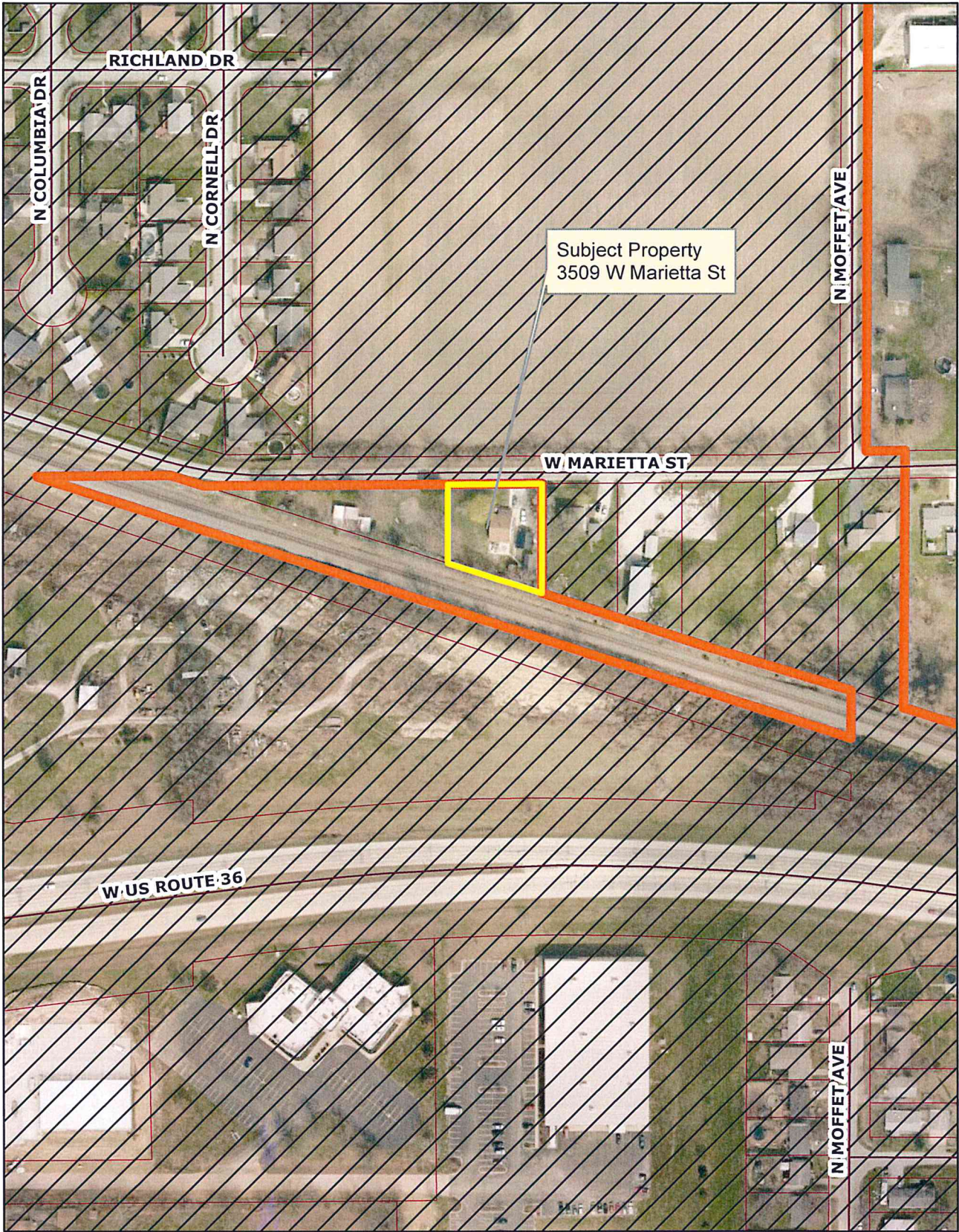
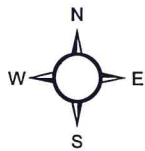
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-067169
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

Exhibit B

Property Proposed To Be Annexed
Vicinity Map For 3509 W Marietta Street



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2545 East Mound Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2545 East Mound Road	Ordinance
2545 East Mound Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2545 EAST MOUND ROAD**

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

BEGINNING AT A POINT 795 FEET WEST OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M., THENCE WEST 132.5 FEET; THENCE SOUTH 330.38 FEET; THENCE EAST 132.5 FEET; THENCE NORTH 330.38 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS

PIN# 07-07-36-226-004

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Carrie Borkhardt

James Borkhardt

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2545 East Mound Road, and legally described as follows:

BEGINNING AT A POINT 795 FEET WEST OF THE NORTH EAST ¼ OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M., THENCE WEST 132.5 FEET; THENCE SOUTH 330.38 FEET; THENCE EAST 132.5 FEET; THENCE NORTH 330.38 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS

PIN # 07-07-36-226-004

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

Carrie Borkhardt

Carrie Borkhardt

2545 E. Mound Rd Decatur

James Borkhardt

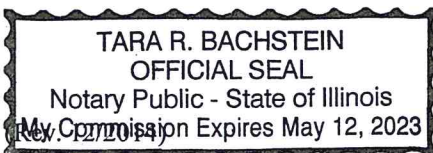
James Borkhardt

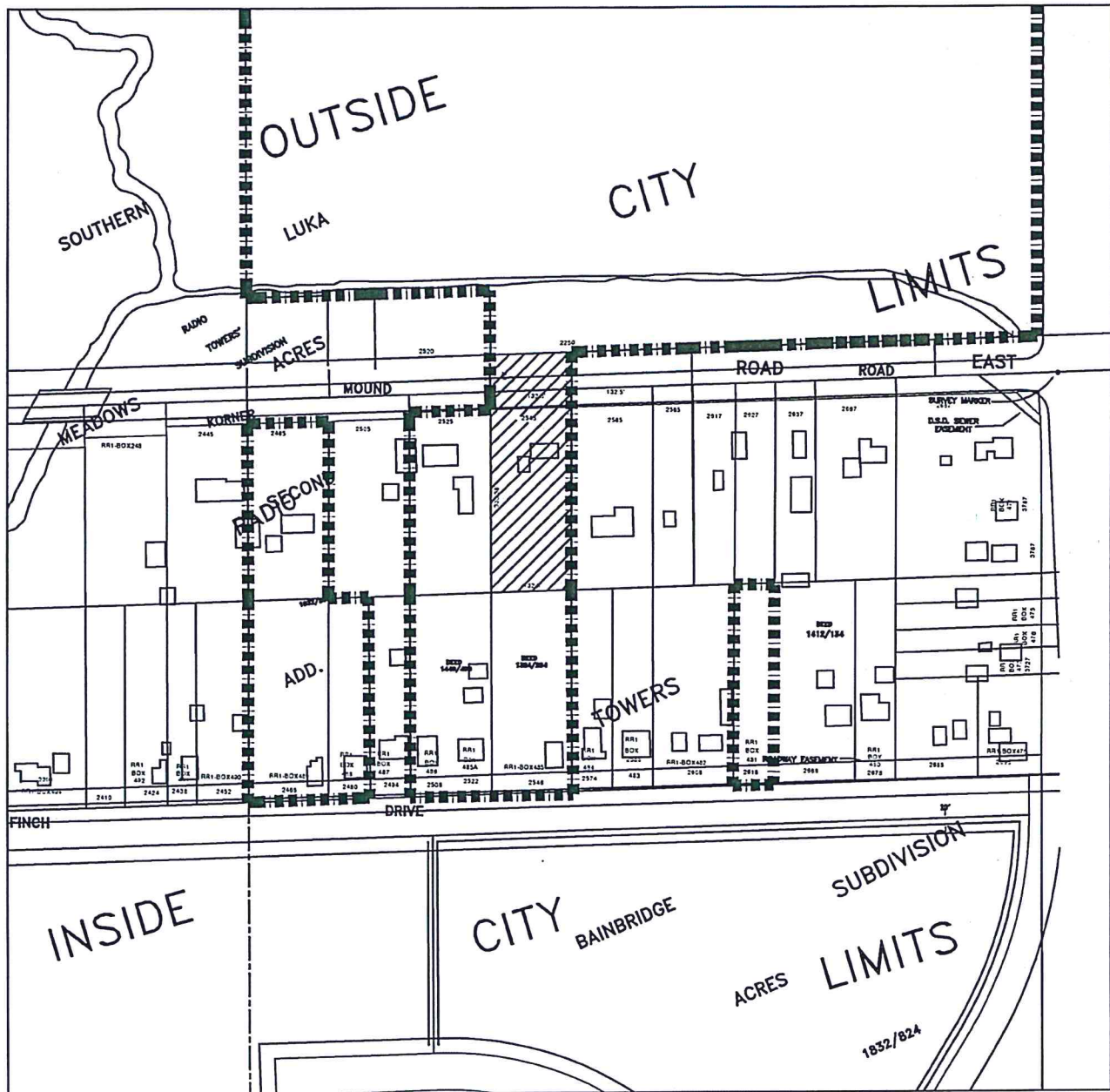
2545 E. Mound Rd Decatur IL

Signed and sworn to before me this 31st day of July, 2019

Tara R. Bachstein

Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2545 EAST MOUND ROAD

-  indicates territory annexed
-  indicates existing corporate limits
- 1.006± acres
- AREA 0.0015± sq. miles
- 132± lin. ft. of public road
- Hickory Point township



7/10/2019

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

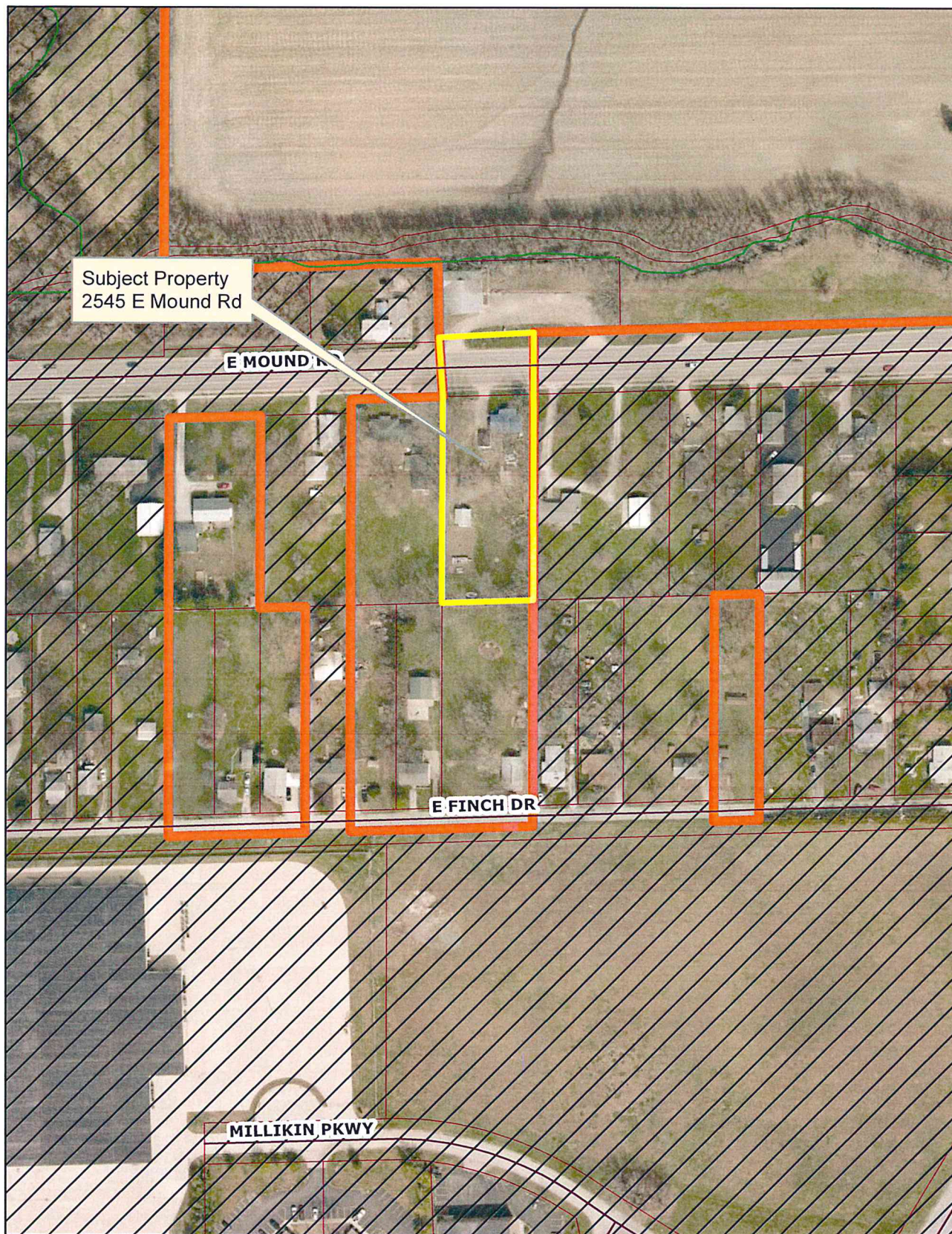
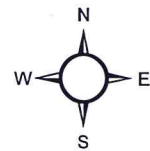
Exhibit B

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 2545 E Mound Road



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1620 NW Route 121

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1620 NW Route 121	Ordinance
1620 NW Route 121 Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1620 NW ROUTE 121**

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

LOT 5 ALLISONS 2ND ADDITION

PIN# 07-07-33-327-019

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Linda L. Kennedy Calabro

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1620 NW Route 121, and legally described as follows:

LOT 5 ALLISONS 2ND ADDITION

PIN # 07-07-33-327-019

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

Linda L. Kennedy Calabro

Linda L. Kennedy Calabro

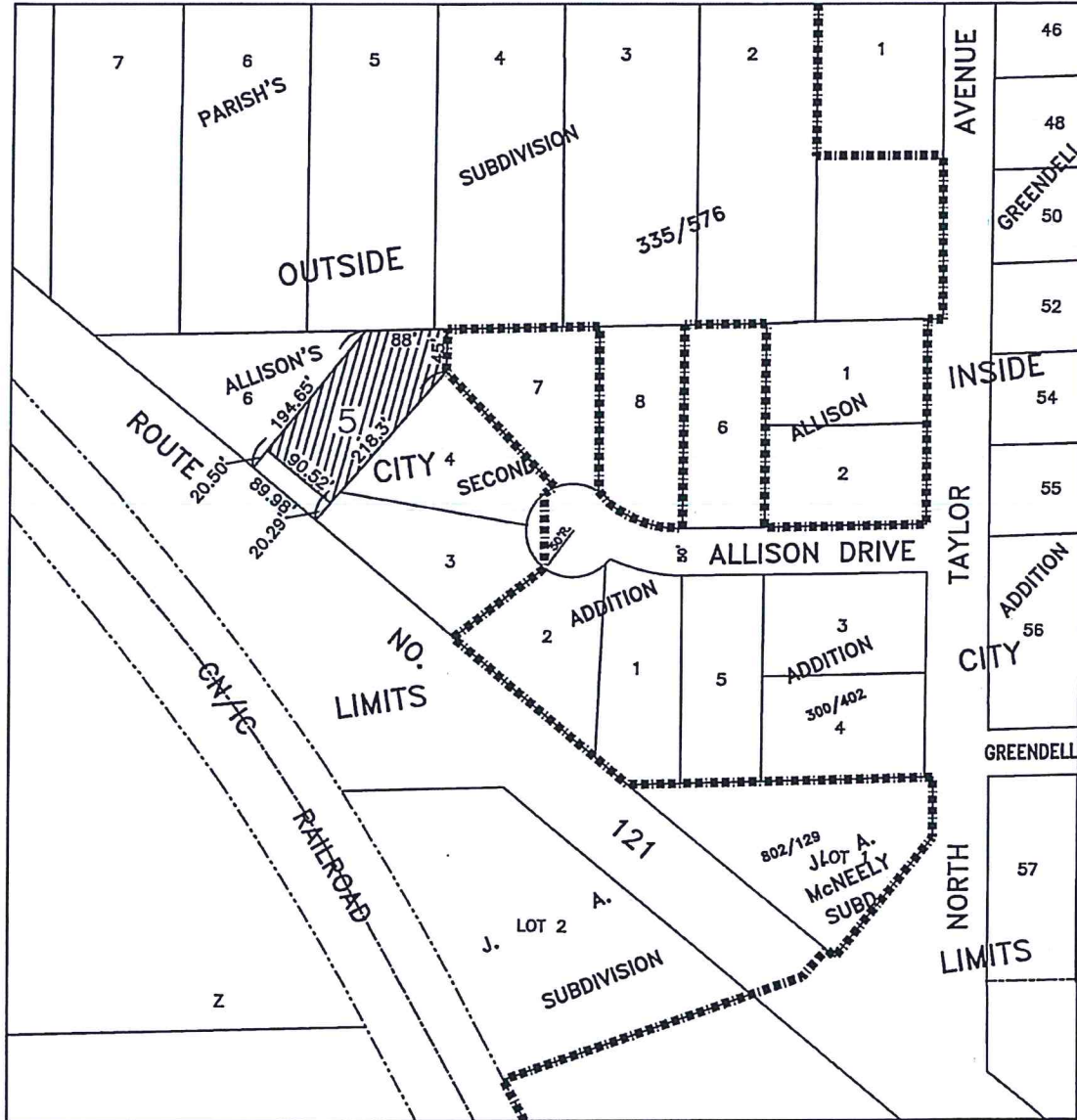
1620 N. Rt. 121 Decatur, IL 62526

Signed and sworn to before me this 28th day of June, 2019

Kylie Reynolds
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1620 NW ROUTE 121



indicates territory annexed



indicates existing corporate limits

0.444± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-067169
LICENSE EXPIRES NOV. 30, 2019

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

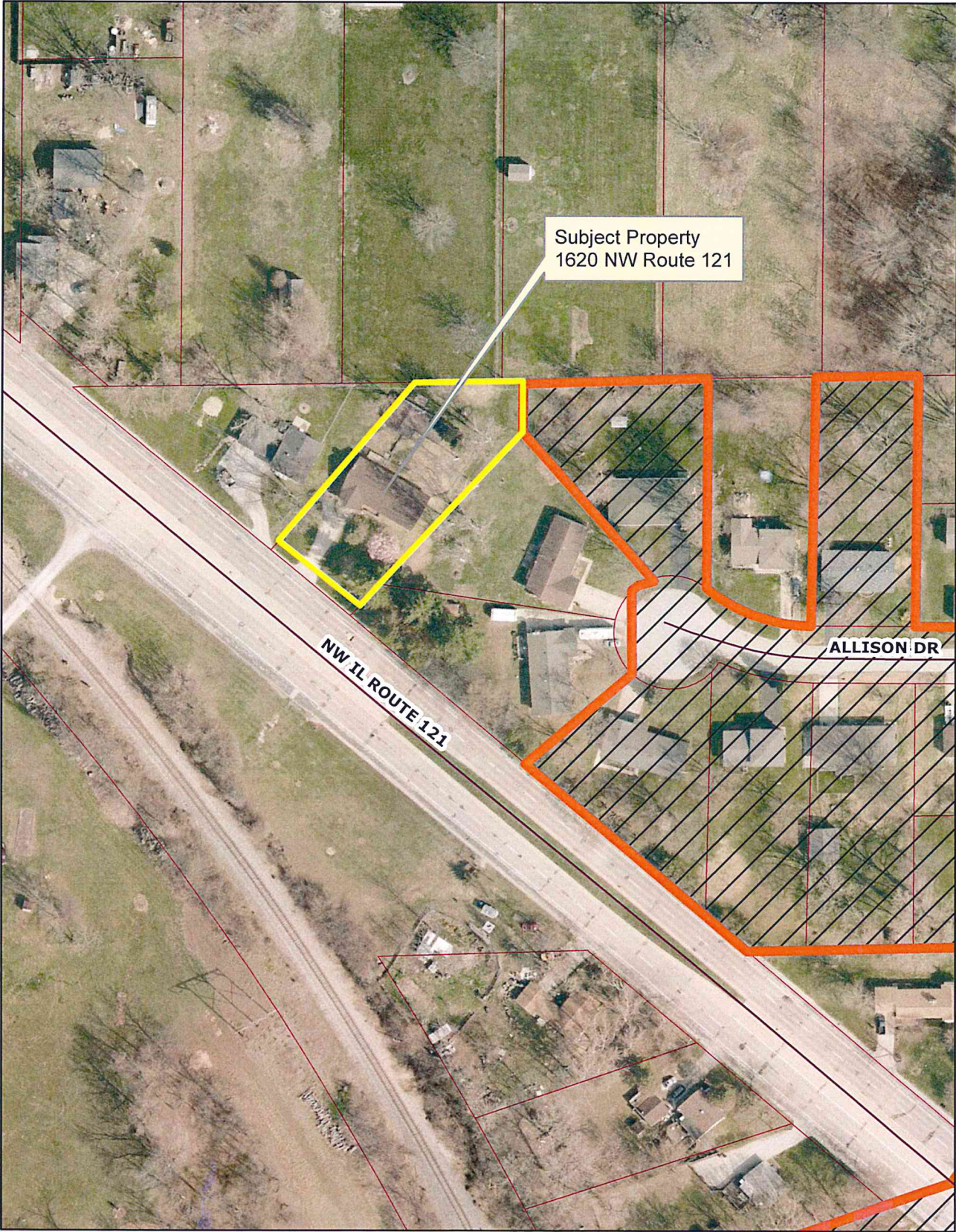
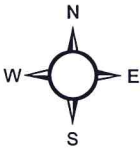
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed
Vicinity Map For 1620 NW Route 121



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2355 Wilcox Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2355 Wilcox Lane	Ordinance
2355 Wilcox Lane Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2355 WILCOX LANE**

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

LOT 33 OF WILCOX WAYSIDE FARMS ADDITION

PIN# 04-12-05-303-005

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Mary Oliver
Richard Oliver

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2355 Wilcox Lane, and legally described as follows:

LOT 33 OF WILCOX WAYSIDE FARMS ADDITION

PIN # 04-12-05-303-005

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

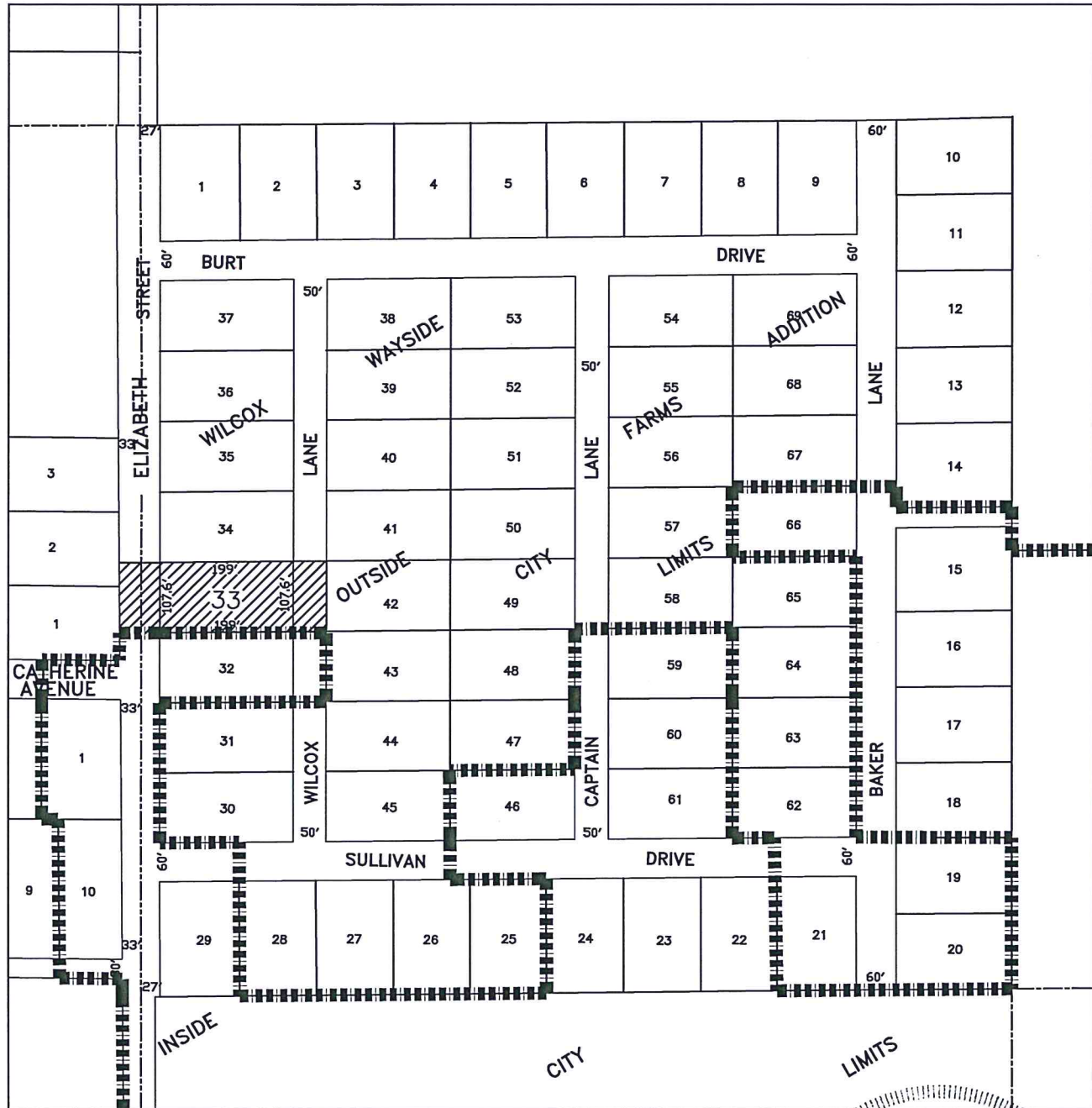
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>R. S. Oliver</u>	<u>Richard Oliver</u>	<u>2355 Wilcox Ln</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed and sworn to before me this 2nd day of July, 20 19

Tara R. Bachstein
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2355 WILCOX LANE



indicates territory annexed



indicates existing corporate limits

0.615± acres

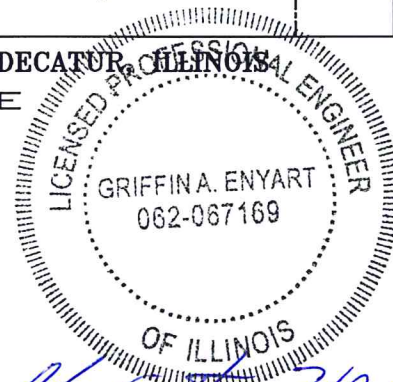
AREA 0.001± sq. miles

215± lin. ft. of public road

DECATUR township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-067169
LICENSE EXPIRES NOV. 30, 2019

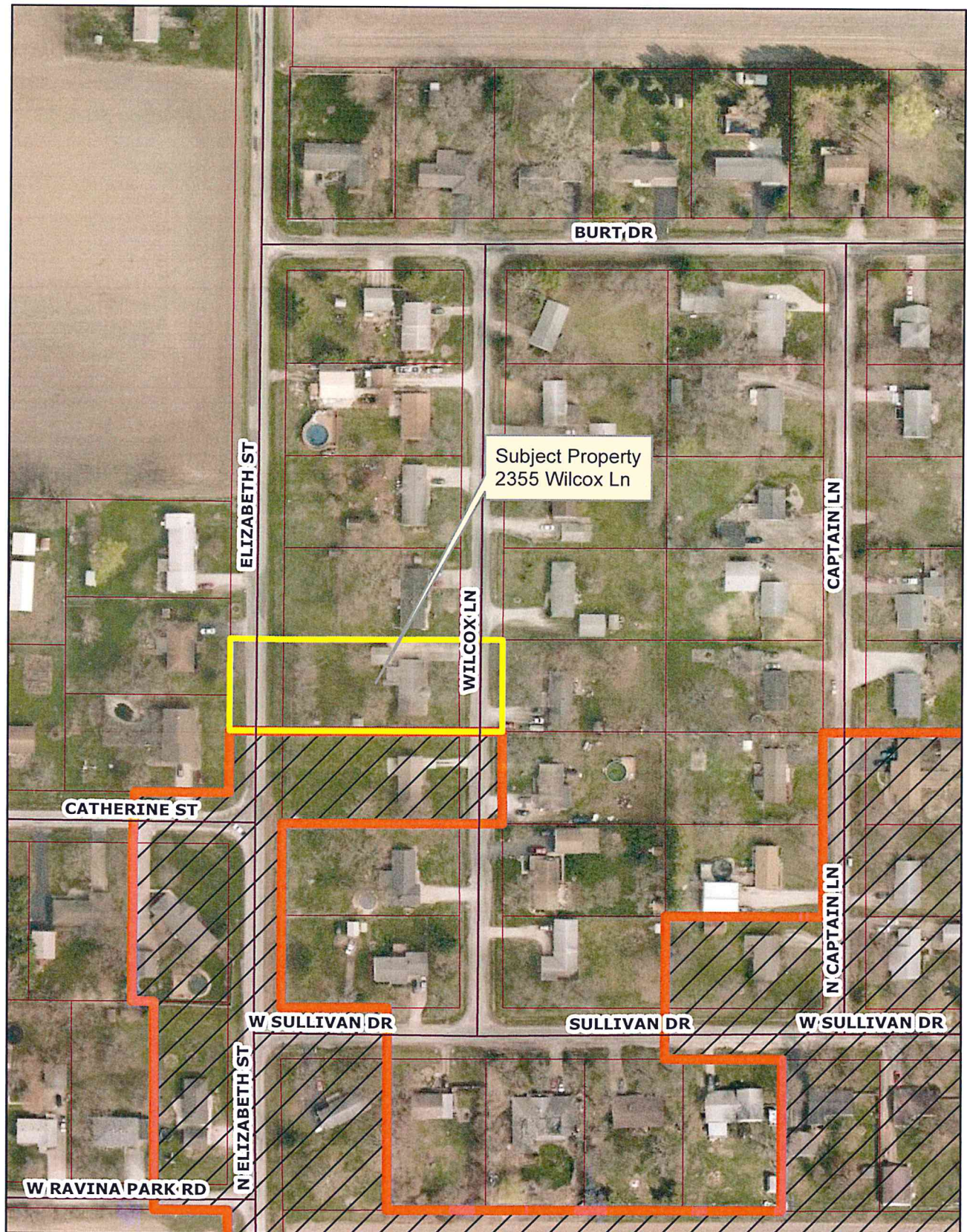
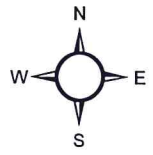
ORDINANCE NO: _____

DATE: _____ Page 348 of 432

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Property Proposed To Be Annexed Vicinity Map For 2355 Wilcox Lane



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4135 North Woodlawn Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4135 North Woodlawn Avenue	Ordinance
4135 North Woodlawn Avenue Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4135 NORTH WOODLAWN AVENUE**

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

LOT 10 COOPERS 1ST SUBDIVISION

PIN# 07-07-28-329-004

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

THOMAS R BLACK

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4135 North Woodlawn Avenue, and legally described as follows:

LOT 10 COOPERS 1ST SUBDIVISION

PIN #07-07-28-329-004 _____

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 R Black THOMAS R BLACK 4135 N Woodlawn Ave Decatur, IL 62526

Signed and sworn to before me this

8th

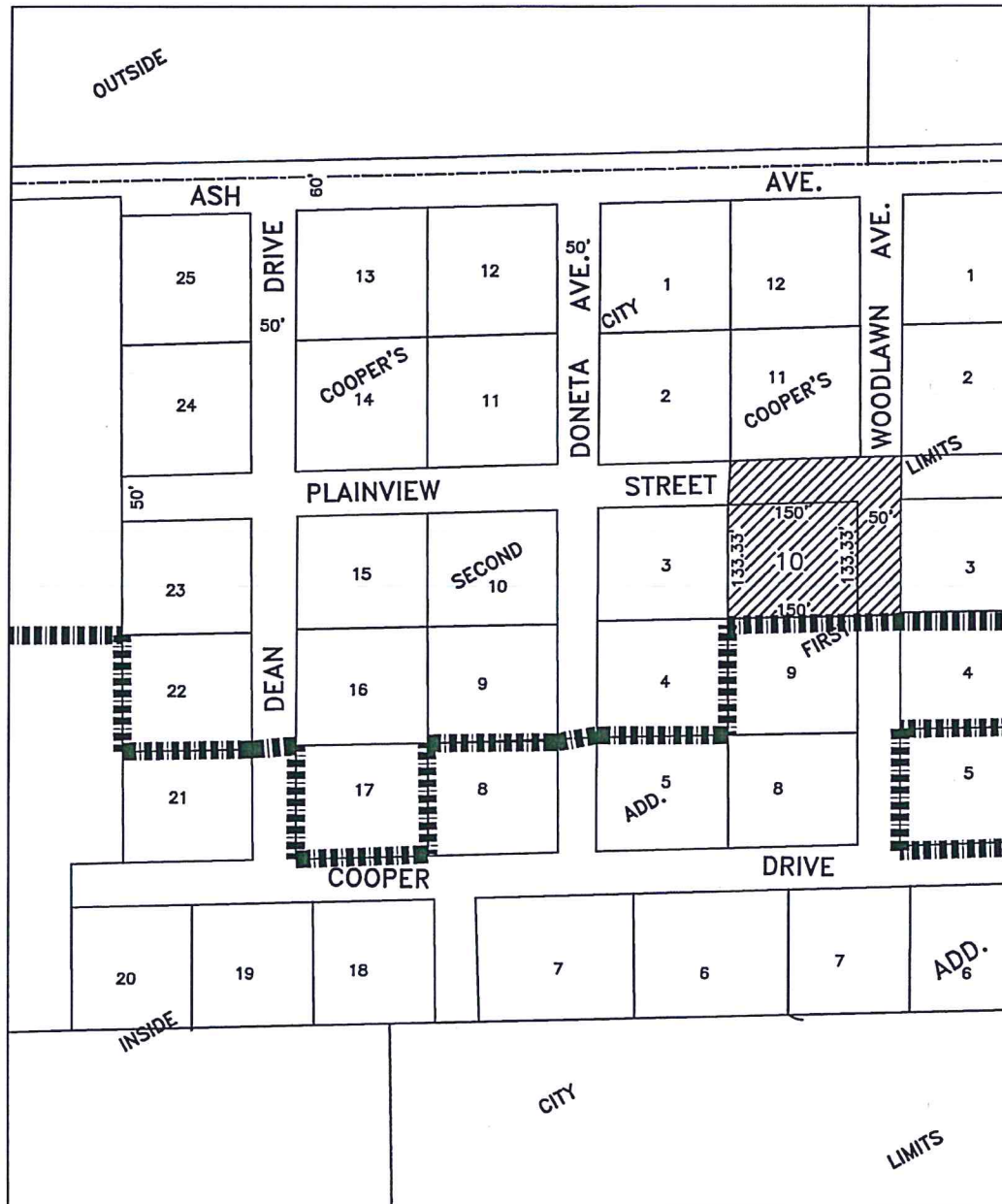
day of

August, 2019

Janet L. Poland
Notary Public

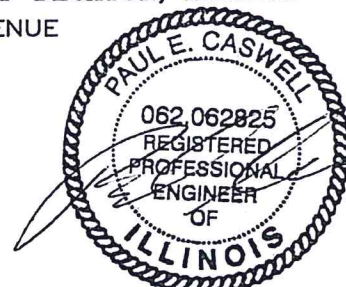
(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4135 NORTH WOODLAWN AVENUE

 indicates territory annexed
 indicates existing corporate limits
0.459± acres
AREA 0.0007± sq. miles
333.3± lin. ft. of public road
HICKORY POINT township



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

7/15/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

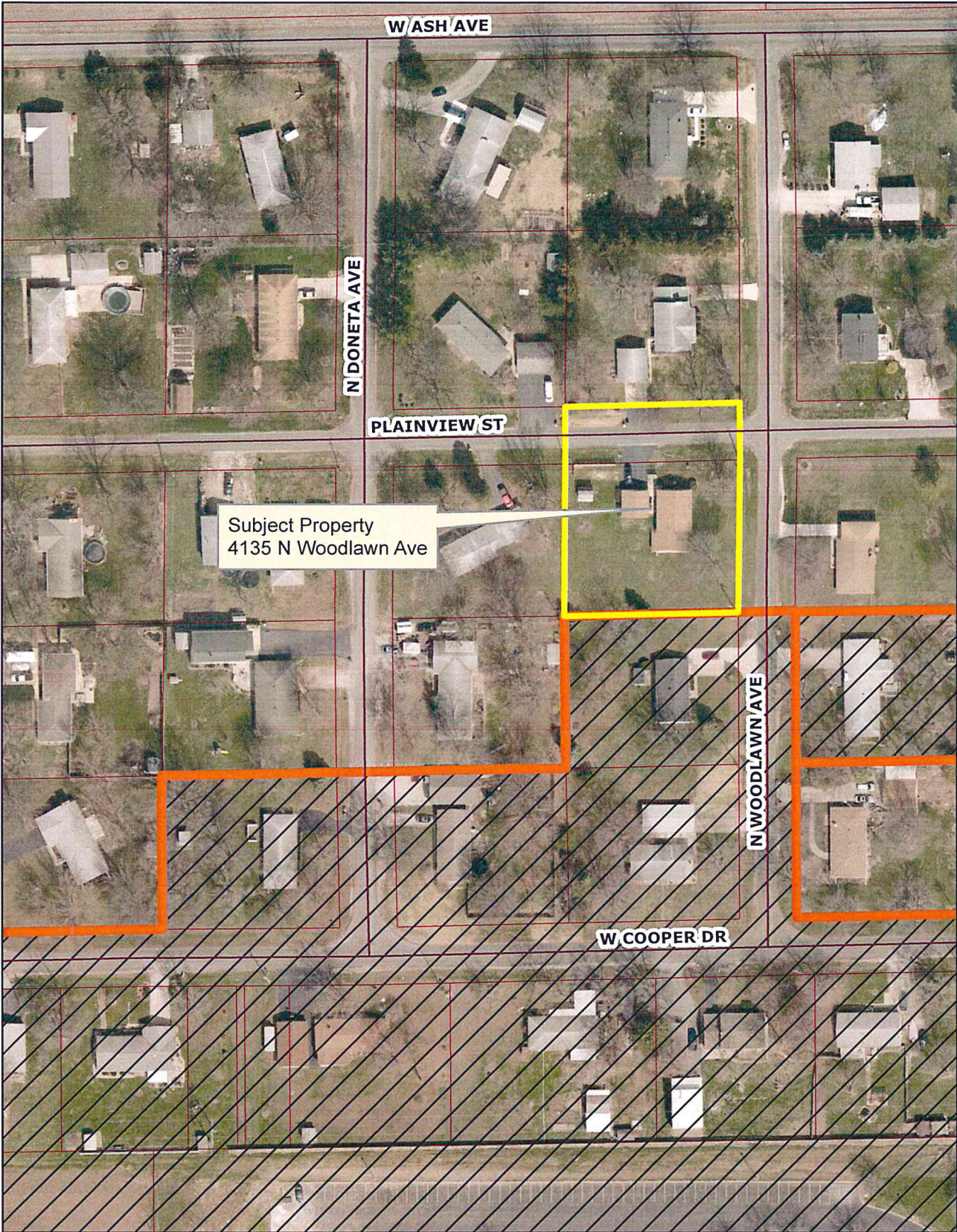
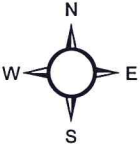
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Property Proposed To Be Annexed
Vicinity Map For 4135 N Woodlawn Avenue



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4134 North Woodlawn Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4134 North Woodlawn Avenue	Ordinance
4134 North Woodlawn Avenue Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4134 NORTH WOODLAWN AVENUE**

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

LOT 3 COOPER'S 1ST ADDITION

PIN# 07-07-28-330-001

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

John H Margias

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4134 North Woodlawn Avenue, and legally described as follows:

LOT 3 COOPER'S 1ST ADDITION

PIN # 07-07-28-330-001

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

John H Margias John H Margias

John H Margias

4134 N. Woodlawn Ave

Decatur IL 62526

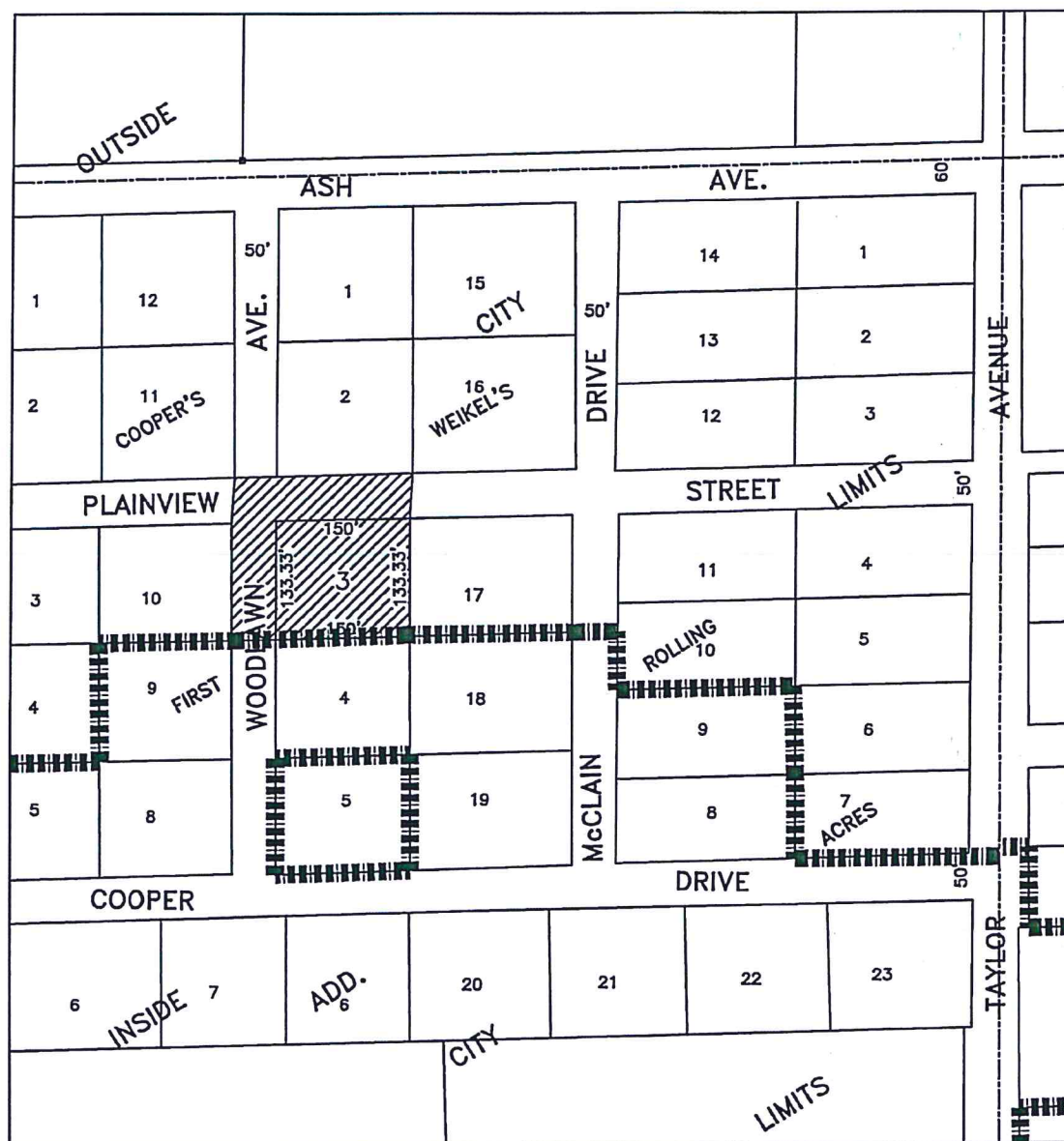
Decatur Illinois

Signed and sworn to before me this 8th day of July, 2019



Felicia A. Evans
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4134 NORTH WOODLAWN AVENUE



indicates territory annexed



indicates existing corporate limits

0.459± acres

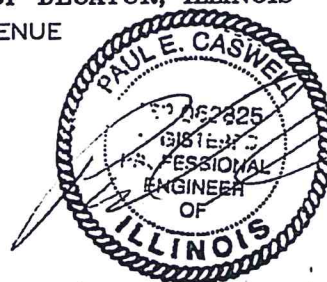
AREA 0.0007± sq. miles

283± lin. ft. of public road

HICKORY POINT township



N.T.S.



7/25/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

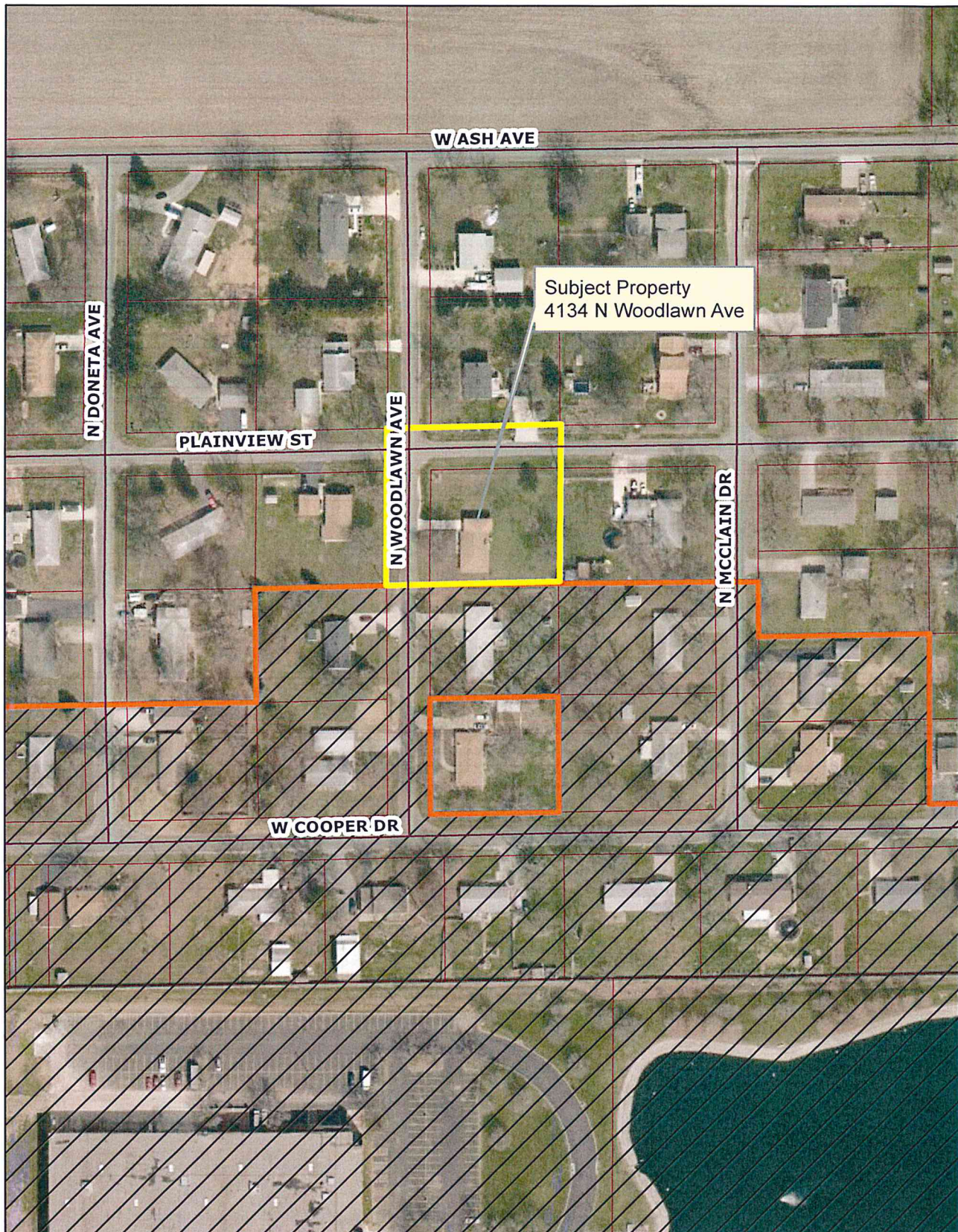
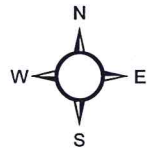
DATE: _____

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

Property Proposed To Be Annexed Vicinity Map For 4134 N Woodlawn Avenue



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3325 South Greenview Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3325 South Greenview Drive	Ordinance
3325 South Greenview Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3325 SOUTH GREENVIEW DRIVE**

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

LOT 45 OF SOUTH HILLTOP SUBDIVISION

PIN# 17-12-33-302-016

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

David T. Oliver Stacy L. Oliver
Marissa R. Oliver (Daughter - 20 yrs old)

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3325 South Greenview Drive, and legally described as follows:

LOT 45 OF SOUTH HILLTOP SUBDIVISION

PIN # 17-12-33-302-016

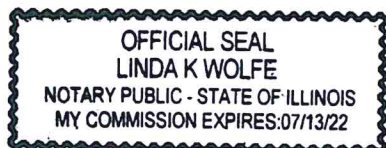
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

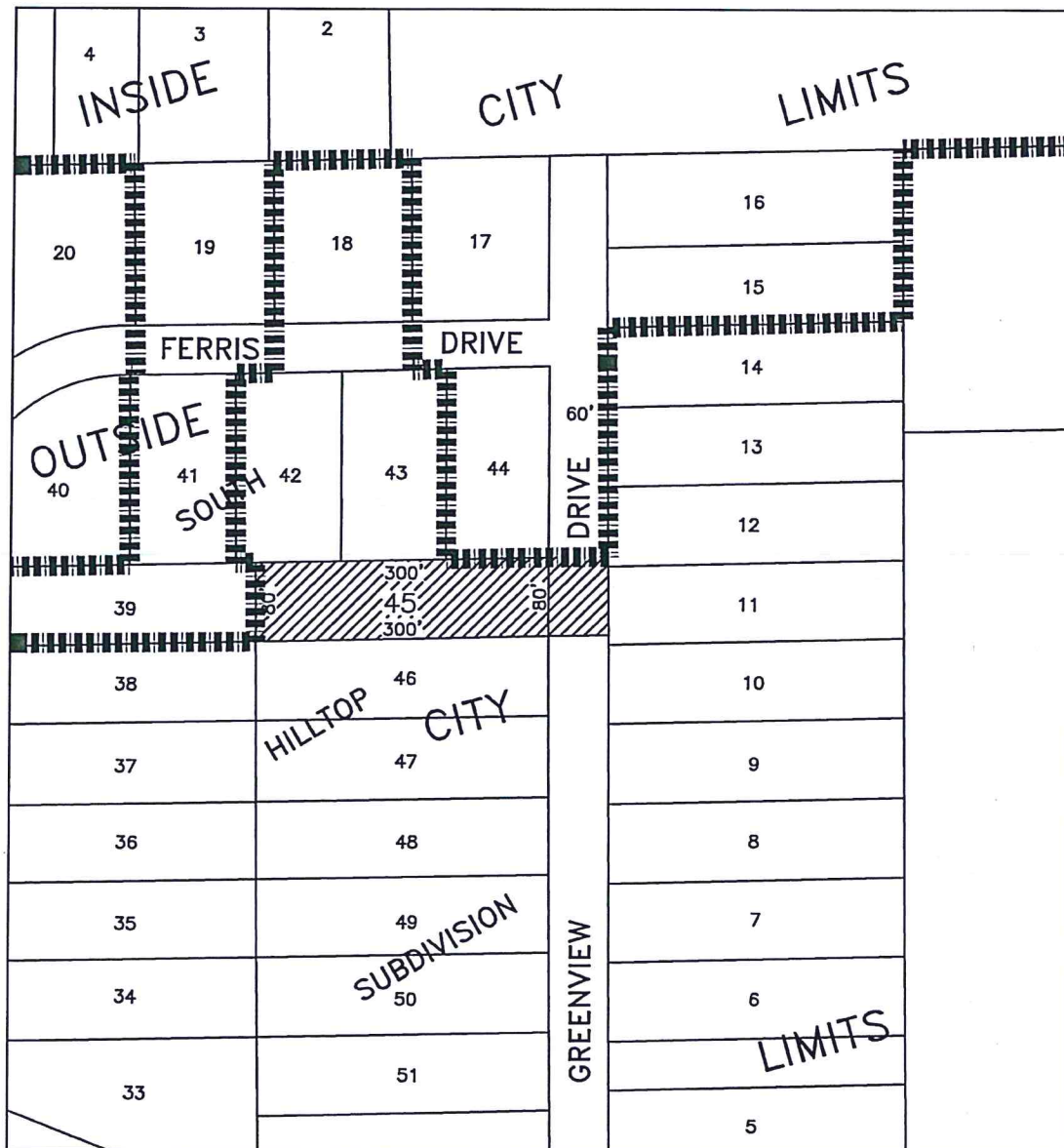
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>David T. Oliver</u>	<u>DAVID T. Oliver</u>	<u>3325 Greenview Dr Decatur</u>
<u>Stacy L. Oliver</u>	<u>Stacy L. Oliver</u>	<u>3325 Greenview Dr Decatur</u>

Signed and sworn to before me this 12 day of July, 2019

Linda K. Wolfe
Notary Public

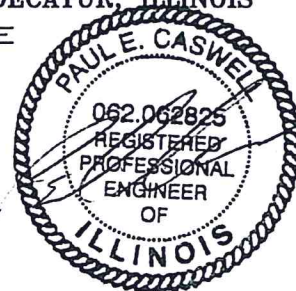
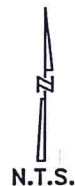
(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3325 GREENVIEW DRIVE

 indicates territory annexed
 indicates existing corporate limits
0.551± acres
AREA 0.0009± sq. miles
80± lin. ft. of public road
SOUTH WHEATLAND township



7/23/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

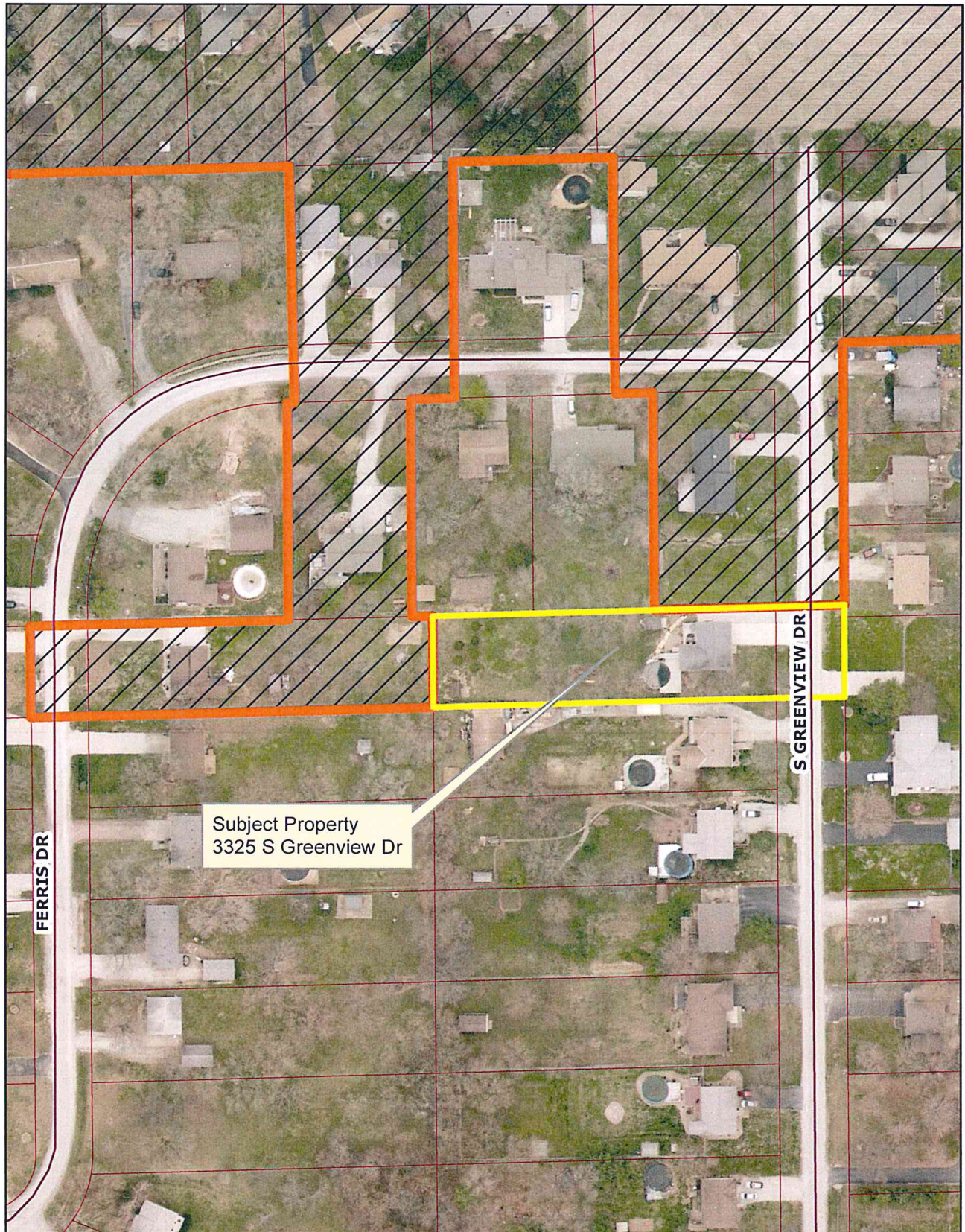
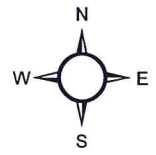
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Property Proposed To Be Annexed Vicinity Map For 3325 S Greenview Drive



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2409 Baker Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2409 Baker Lane	Ordinance
2409 Baker Lane Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2409 BAKER LANE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Stephen D. Floyd and Grace H. Floyd, as Trustees of Floyd Family Revocable Living Trust, requesting that there be annexed to the City territory described as:

LOT 67 OF WILCOX WAYSIDE FARMS ADDITION

PIN# 04-12-05-305-011

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Stephen D. Floyd

Grace H. Floyd

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2409 Baker Lane, and legally described as follows:

LOT 67 OF WILCOX WAYSIDE FARMS ADDITION

PIN # 04-12-05-305-011

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

Stephen D. Floyd

STEPHEN D. FLOYD

2409 BAKER LN

AS TRUSTEE FLOYD FAMILY REVOCABLE LIVING TRUST

Grace H. Floyd

Grace H. Floyd

2409 Baker Ln

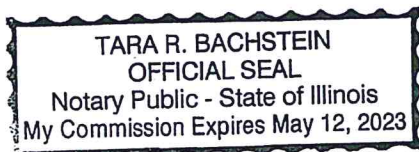
AS Trustee Floyd Family Revocable Living Trust

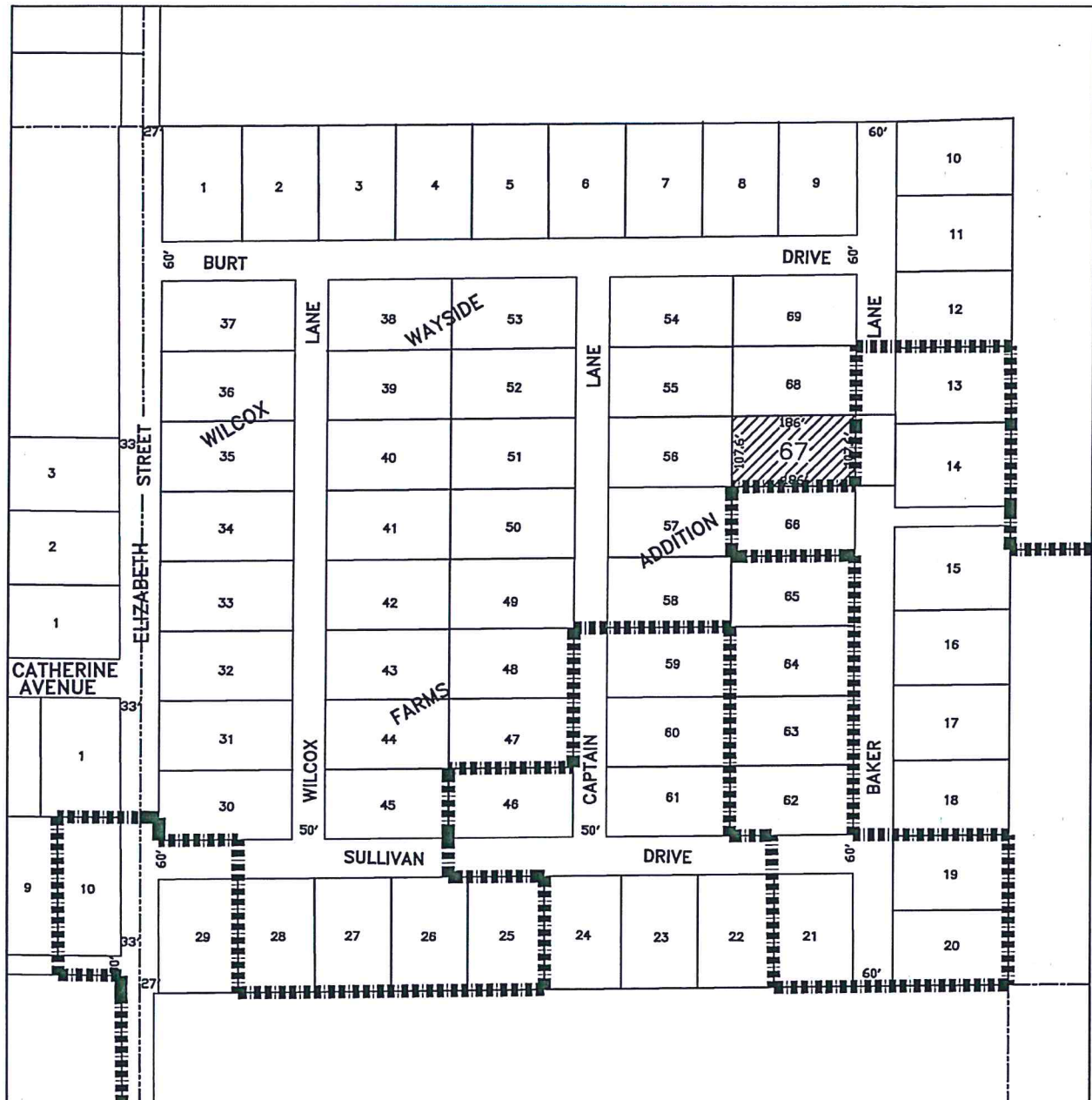
Signed and sworn to before me this 12th day of July, 20 19

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2409 BAKER LANE



indicates territory annexed



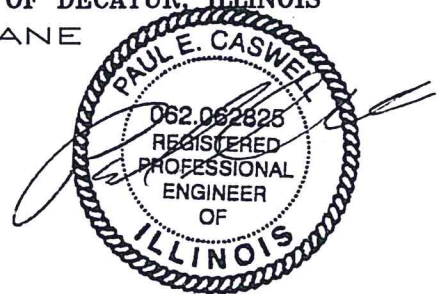
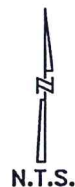
indicates existing corporate limits

0.4594± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

DECATUR township



7/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

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

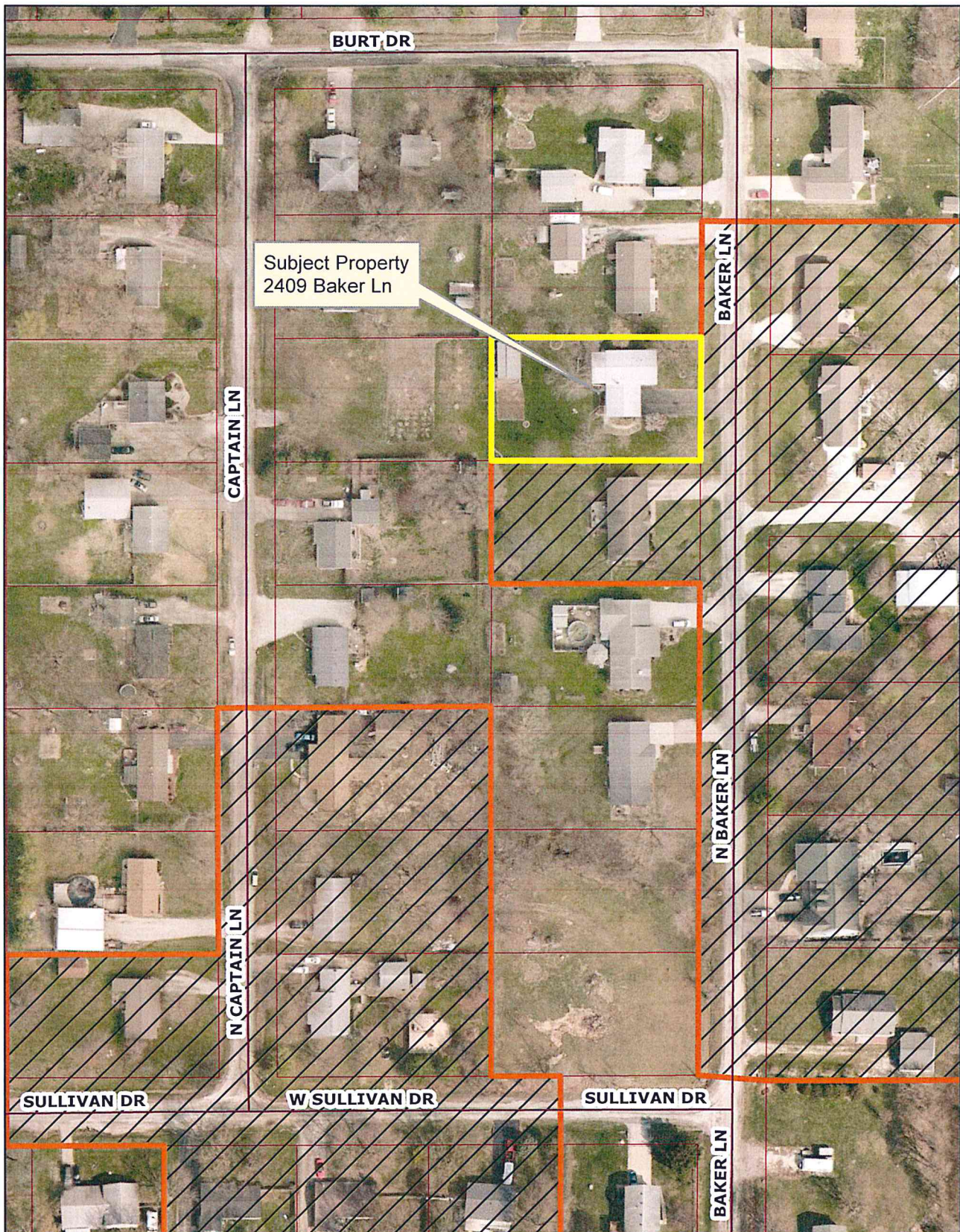
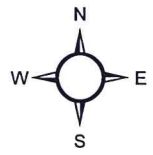
ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Exhibit B

Property Proposed To Be Annexed Vicinity Map For 2409 Baker lane



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2455 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2455 Thunderbird Drive	Ordinance
2455 Thunderbird Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2455 THUNDERBIRD DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Richard D. Park, Joyce J. Park and Diane M. Park, requesting that there be annexed to the City territory described as:

W 395' OF LOT 4 AND S 330 OF LOT 5 OF COUNTY CLERK SUBDIVISION OF N.W.
¼ OF S.E. ¼ OF SECTION 32 T17NR2E OF 3RD P.M.

PIN# 07-07-32-401-006

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

RICHARD D. PARK

JOYCE J. PARK

DIANE M. PARK

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2455 Thunderbird Drive, and legally described as follows:

W 395' OF LOT 4 AND S 330 OF LOT 5 OF COUNTRY CLERK SUBDIVISION OF N.W. ¼ OF S.E. ¼
OF SECTION 32 T17NR2E OF 3RD P.M.

PIN # 07-07-32-401-006

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

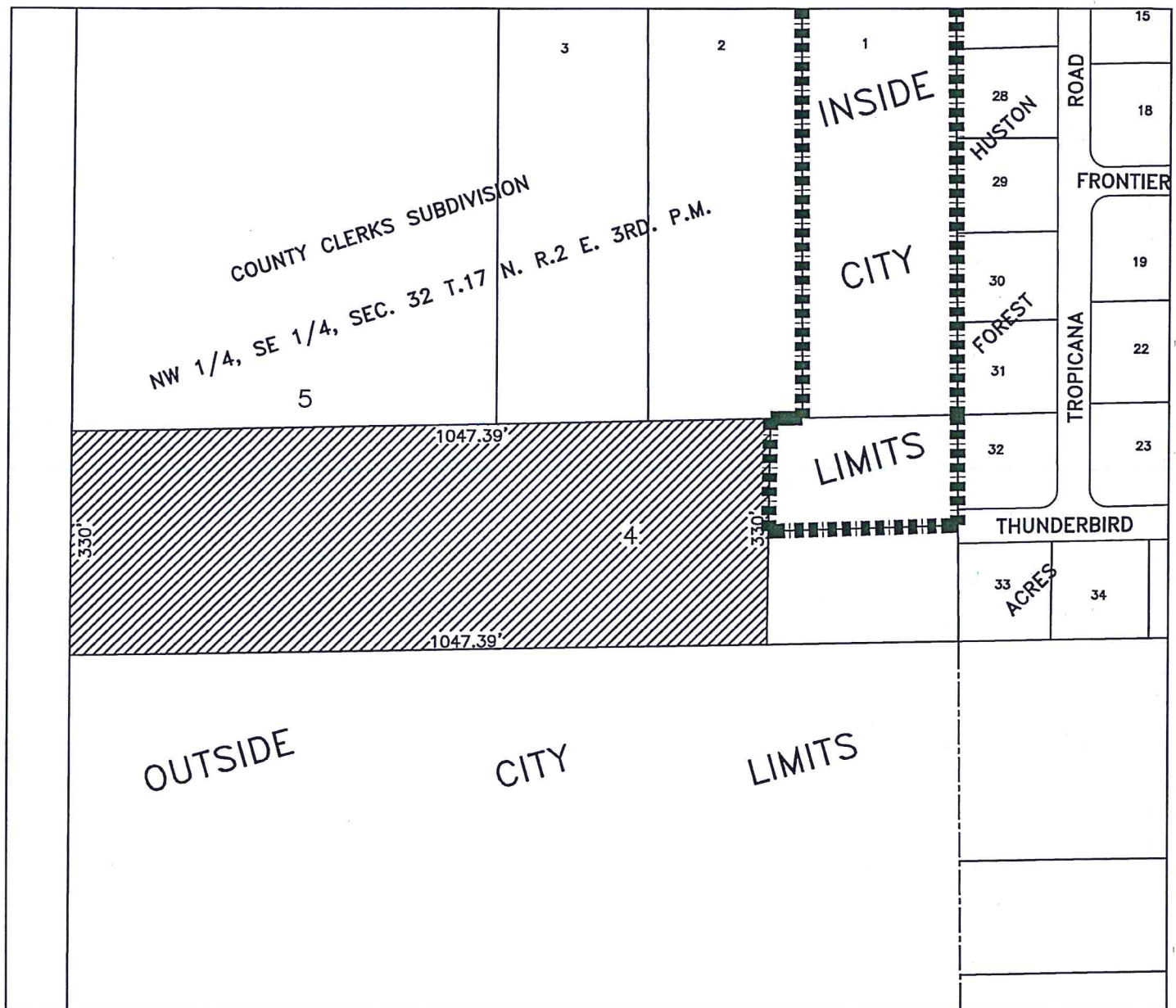
<u>Richard D. Park</u>	<u>RICHARD D. PARK</u>	<u>2455 THUNDERBIRD DR. DECATUR, IL 62521</u>
<u>Joyce J. Park</u>	<u>JOYCE J. PARK</u>	<u>2455 THUNDERBIRD DR. DECATUR, ILL 62521</u>
<u>Diane M. Park</u>	<u>DIANE M. PARK</u>	<u>2455 Thunderbird Dr. 62521</u>

Signed and sworn to before me this 8TH day of July, 2019



(Rev. 12/2014)

Julie E. Young
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2455 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

7.935± acres

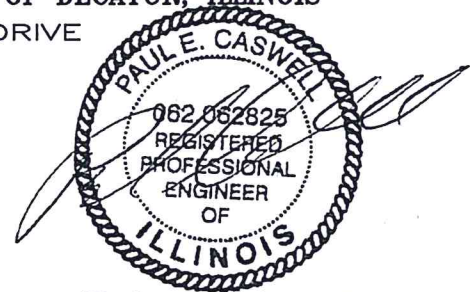
AREA 0.0124± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



7/23/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

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

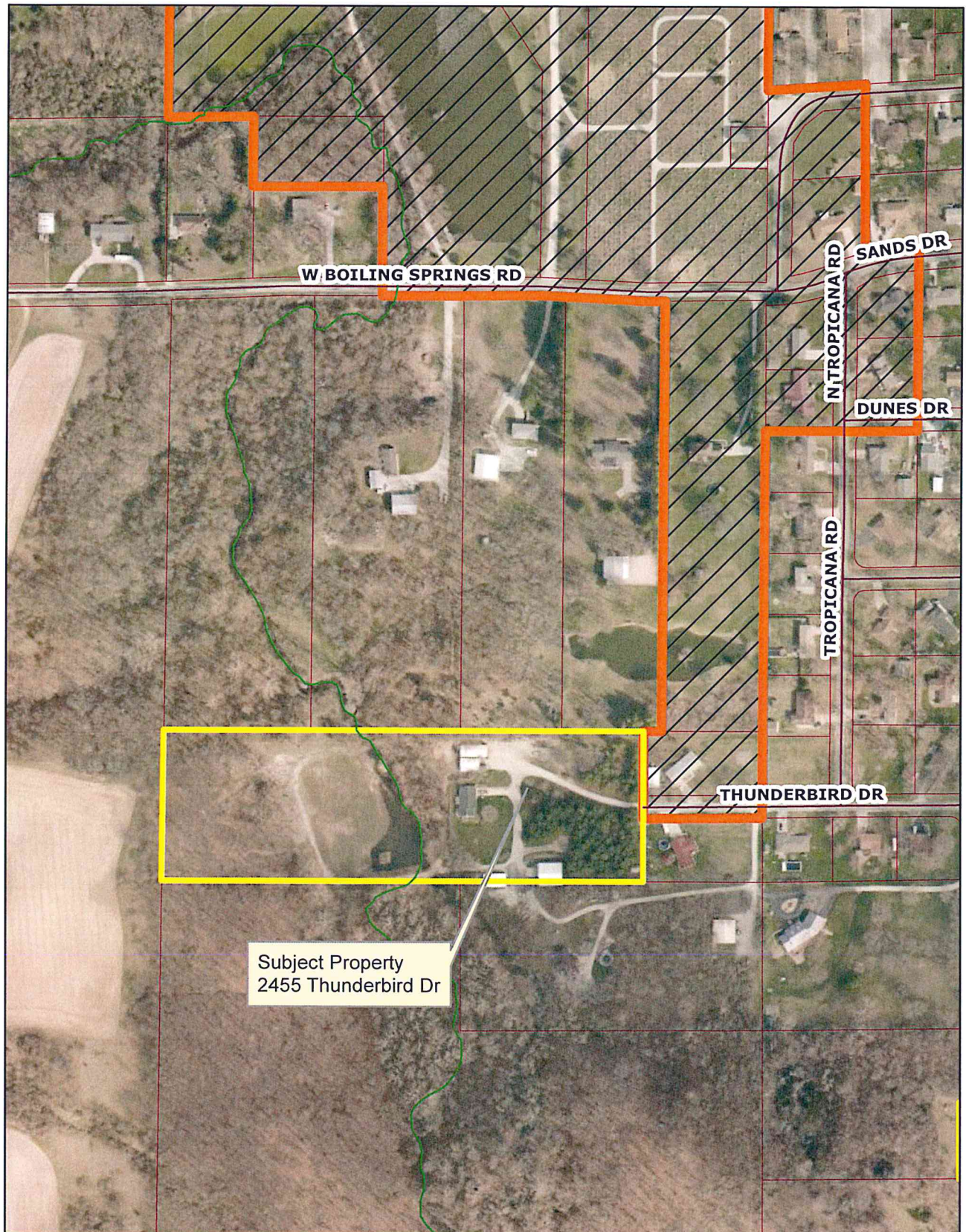
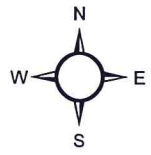
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Exhibit B

Property Proposed To Be Annexed Vicinity Map For 2455 Thunderbird Drive



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3821 West Center Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3821 West Center Street	Ordinance
3821 West Center Street Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3821 WEST CENTER STREET**

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

LOT 6 OF WEST SUNNYSIDE HEIGHTS 2ND ADDITION

PIN# 04-12-07-201-012

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Denise Heil

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3821 West Center Street, and legally described as follows:

LOT 6 OF WEST SUNNYSIDE HEIGHTS 2ND ADDITION

PIN # 04-12-07-201-012

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Denise Heil

Denise Heil

3821 W. Center St.

Decatur IL 62526

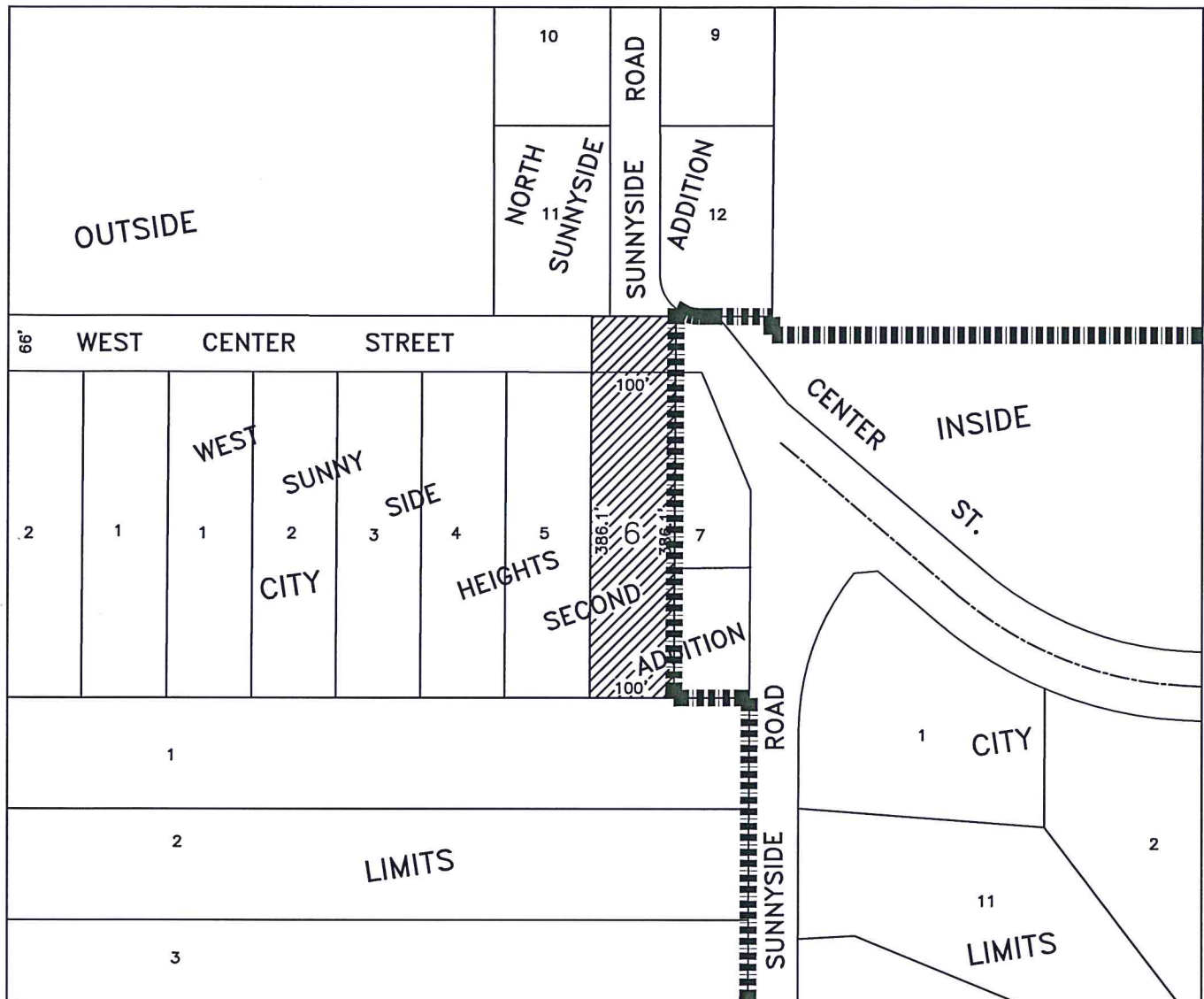
Signed and sworn to before me this 16th day of July, 2019

Tara R. Bachstein

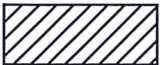
Notary Public

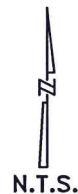
(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3821 WEST CENTER STREET

 indicates territory annexed
 indicates existing corporate limits
 0.886± acres
 AREA 0.0014± sq. miles
 100± lin. ft. of public road
 DECATUR township



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

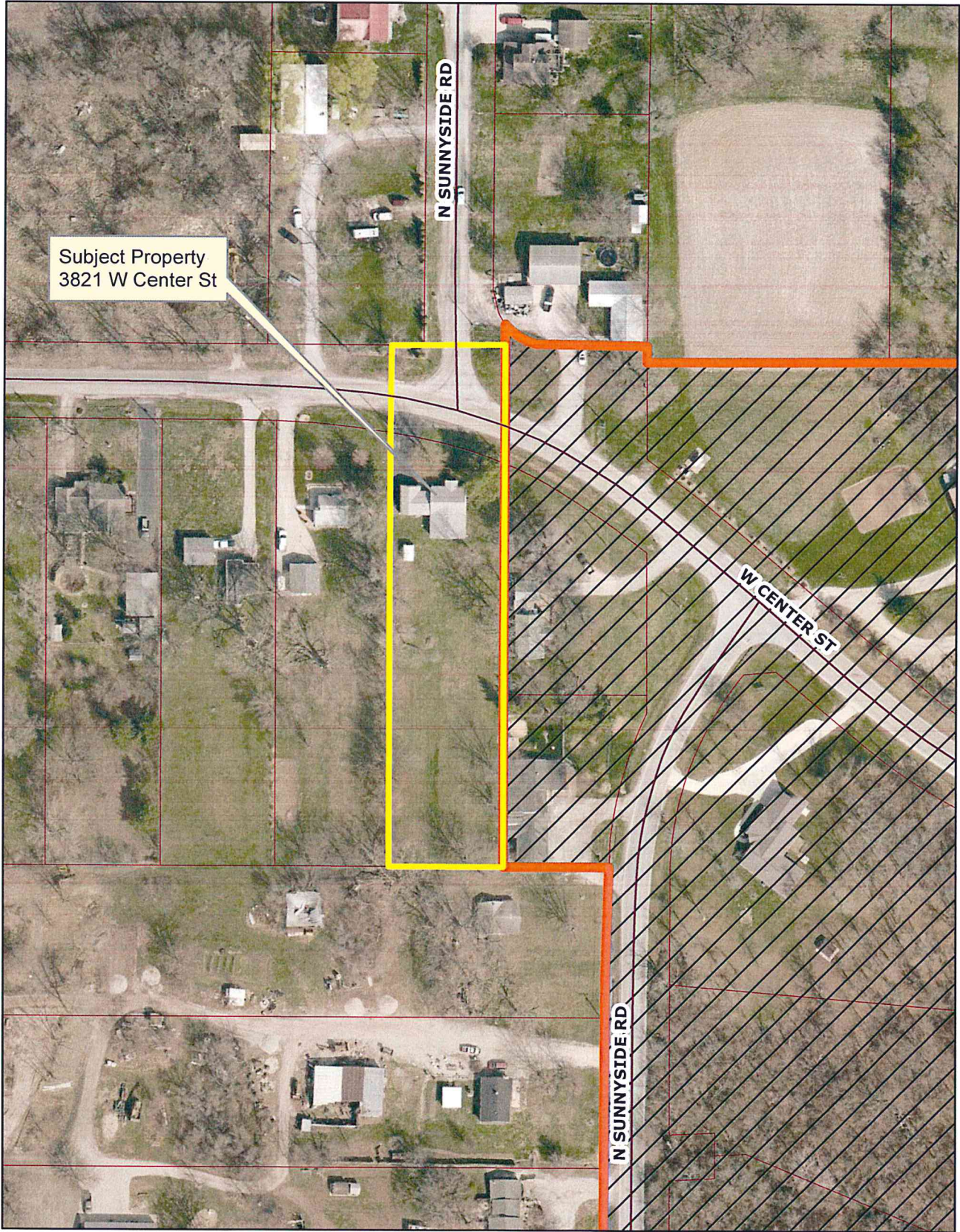
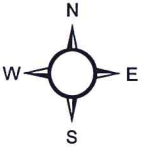
7/16/2019
 CITY ENGINEER - DECATUR, ILLINOIS
 ILLINOIS PROFESSIONAL ENGINEER # 062-062825
 LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

DATE: _____

Property Proposed To Be Annexed
Vicinity Map For 3821 W Center Street



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1571 West Allison Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1571 West Allison Drive	Ordinance
1571 West Allison Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1571 WEST ALLISON DRIVE**

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

LOT 3 OF ALLISON'S SECOND ADDITION

PIN# 07-07-33-327-026

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Karin E. Zindars

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1571 West Allison Drive, and legally described as follows:

LOT 3 OF ALLISON'S SECOND ADDITION

PIN # 07-07-33-327-026

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

Karin Zindars

Karin Zindars

1571 Allison Dr. Decatur IL

Signed and sworn to before me this

10th day of July, 2019

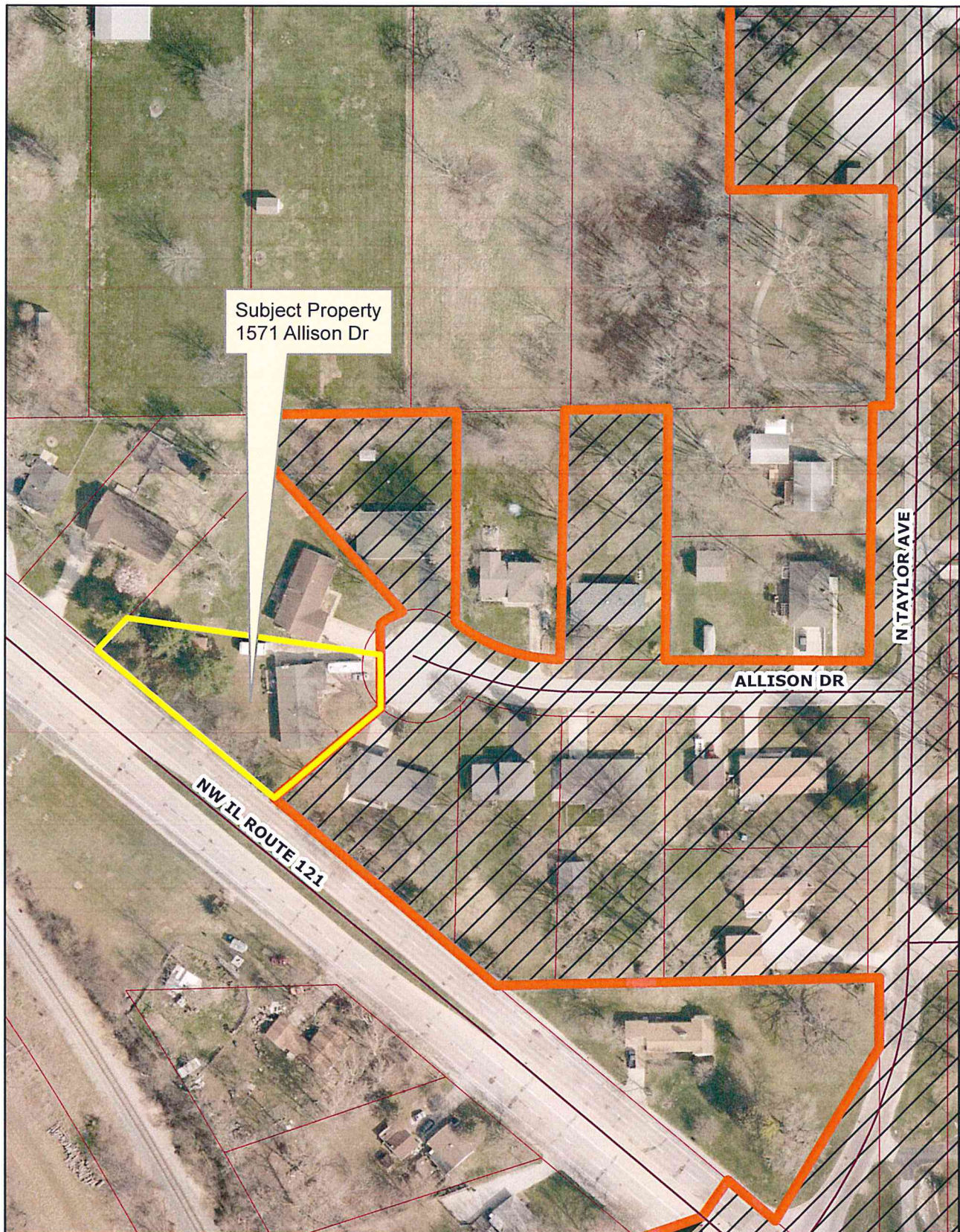
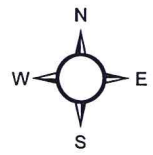
Debra A. Witts
Notary Public

(Rev. 12/2014)



Page 390 of 432

Property Proposed To Be Annexed Vicinity Map For 1571 Allison Drive



Public Works

DATE: 7/26/2019

MEMO: 2019-84

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4647 Rea's Bridge Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4647 Rea's Bridge Road	Ordinance
4647 Rea's Bridge Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4647 REA'S BRIDGE 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 CIC Development, an Illinois partnership, AKA Central Illinois Coatings, Inc., by Gary Zimmerman, President, requesting that there be annexed to the City territory described as:

A part of that part of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section Thirty-two (32), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M. shown by Plat in Book 1872 on Page 467 in the Records of the Macon County Recorder described as follows: Commencing at the Northeast corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the said Section 32; thence West 1590.54 feet along the centerline of SA Route 24 as shown by Plat in Book 1393, Page 585 in the Records of the Macon County Recorder; thence South 40.0 feet at right angles to said centerline to the Point of Beginning which is on the South right of way line of said SA Route 24; thence continuing South 320.0 feet to an iron pin; thence West 130.0 feet to an iron pin; thence North 320.0 feet to an iron pin on the South right of way of SA Route 24; thence East along the South right of way line of said SA Route 24 to the Point of Beginning, also described as: Part of a survey in Book 1872, Page 467 and known as Tract No. 10, a part of the South $\frac{1}{2}$ of Section 32, Township 17 North, Range 3 East of the 3rd P.M.; situated in Macon County, Illinois.

PIN# 18-08-32-451-009

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the name of the business or commercial establishment located on the property herein described, is *(insert name of the business)* Central Illinois Coatings, Inc
4. That the property herein described is not within the corporate limits of any municipality.
5. That the property herein described is contiguous (adjacent) to the City of Decatur.
6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4647 Rea's Bridge Road, and legally described as follows:

A part of that part of the North ½ of the South ½ of the Southeast ¼ of Section Thirty-two (32), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M. shown by Plat in Book 1872 on Page 467 in the Records of the Macon County Recorder described as follows: Commencing at the Northeast corner of the North ½ of the South ½ of the Southeast ¼ of the said Section 32; thence West 1590.54 feet along the centerline of SA Route 24 as shown by Plat in Book 1393, Page 585 in the Records of the Macon County Recorder; thence South 40.0 feet at right angles to said centerline to the Point of Beginning which is on the South right of way line of said SA Route 24; thence continuing South 320.0 feet to an iron pin; thence West 130.0 feet to an iron pin; thence North 320.0 feet to an iron pin on the South right of way of SA Route 24; thence East along the South right of way line of said SA Route 24 to the Point of Beginning, also described as: Part of a survey in Book 1872, Page 467 and known as Tract No. 10, a part of the South ½ of Section 32, Township 17 North, Range 3 East of the 3rd P.M.; situated in Macon County, Illinois.

PIN # 18-08-32-451-009

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

CIC Development, an Illinois partnership, AKA
Central Illinois Coatings, Inc. by Gary J. Zimmerman - President
4647 Reas Bridge Rd. Decatur, IL 62521
Gary J. Zimmerman, President

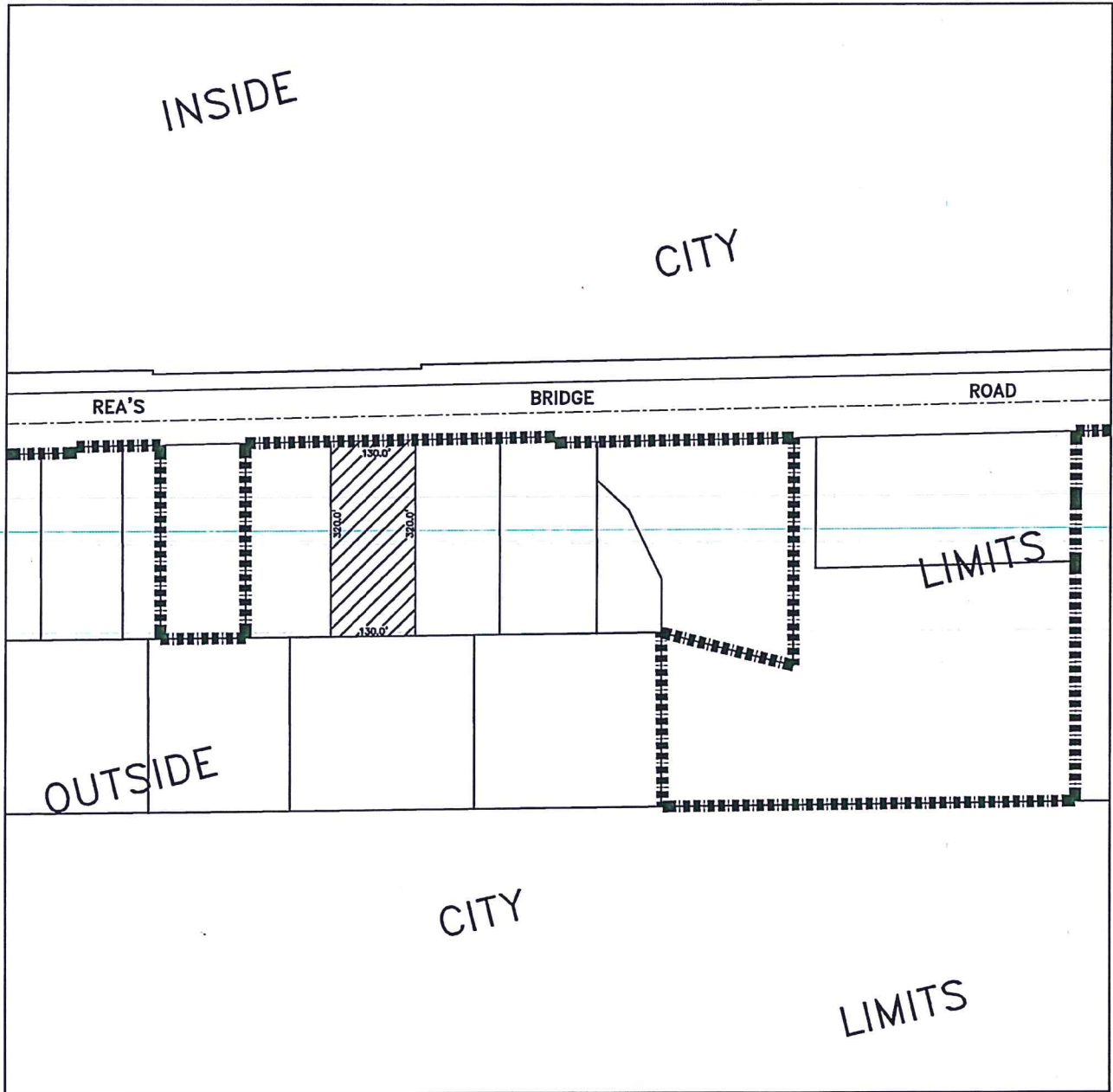
Signed and sworn to before me 16th day of July, 20 19

Clara R. Bachstein

Notary Public

(Rev. 1/2019)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4647 REAS BRIDGE ROAD



indicates territory annexed



indicates existing corporate limits

0.955± acres

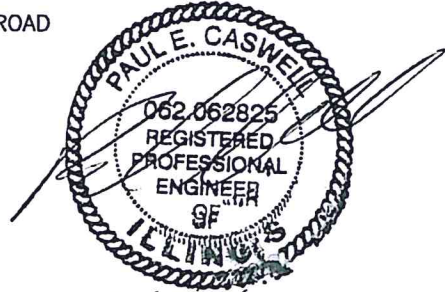
AREA 0.0015± sq. miles

0 lin. ft. of public road

Whitmore township



N.T.S.



5/30/19

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

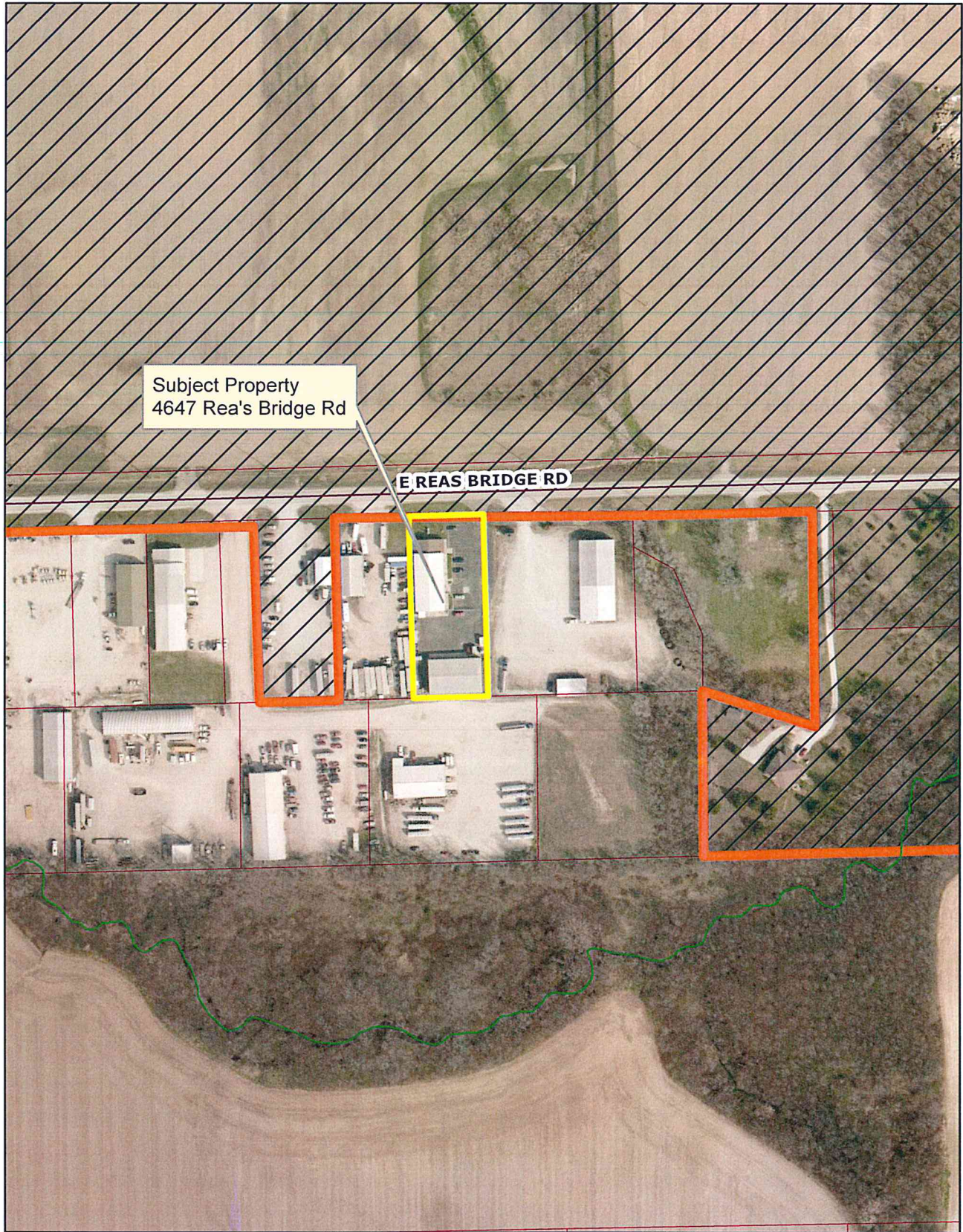
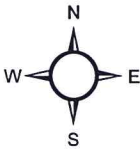
DATE: _____

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

Property Proposed To Be Annexed
Vicinity Map For 4647 Rea's Bridge Road



SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1960 South Taylorville Road

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-03	Cover Memo
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1960 South Taylorville Road	Resolution Letter

CITY COUNCIL MEMORANDUM

NO. 2019-03

July 30, 2019

TO: Honorable Mayor and City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Annexation of Surrounded Properties:
1960 South Taylorville Road
1431 West Rock Springs Road
895 West Grove Road

RECOMMENDATION: Under Illinois law, territory of less than sixty (60) acres which is entirely surrounded by a municipality may be annexed by that municipality after ten (10) days notice in a newspaper of general circulation. This item before the Council will authorize publication of such notices, and the Council will then take action to annex said territories on September 3, 2019.

Staff recommends approval of both the Resolutions Indicating Intent to Annex and the Annexation Ordinances.

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 1960 South Taylorville Road, and more specifically described as follow:

The West 215 Feet of the East 315 Feet of the West 8.79 Chains of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 21 Township 16 North Range 2 East of the Third Principal Meridian, Lying South of the Right of Way Line of S.B.I. Route 48. Situated in Macon County, Illinois; and

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

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

Section 1. That the City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on September 3, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.

Section 2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on September 3, 2019, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 1.20 acres and being more commonly known as 1960 South Taylorville Road, Parcel Index Number 04-12-21-379-002, is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

The West 215 Feet of the East 315 Feet of the West 8.79 Chains of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21 Township 16 North Range 2 East of the Third Principal Meridian, Lying South of the Right of Way Line of S.B.I. Route 48. Situated in Macon County, Illinois.

DATED this 5th day of August 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1431 West Rock Springs Road

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1431 West Rock Springs Road	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 1431 West Rock Springs Road, and more specifically described as follow:

The North 8 acres of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 28, Township 16 North, Range 2 East of the 3rd P. M., except the East 167.5 feet thereof; except a tract commencing at a point on the North line of the Northeast Quarter of said Section 28, 382.5 feet East of the Northwest Corner thereof; thence South 175 feet along a line parallel with the West line of said Northeast Quarter, Section 28; thence East 110 feet; thence North 175 feet to the North line of said Northeast Quarter, Section 28; thence West 110 feet to the place of beginning; and except also that portion of said premises taken, used or dedicated for roads or highway purposes; and

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

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

Section 1. That the City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on September 3, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.

Section 2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on September 3, 2019, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 4.92 acres and being more commonly known as 1431 West Rock Springs Road, Parcel Index Number 17-12-28-201-001, is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

The North 8 acres of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 16 North, Range 2 East of the 3rd P. M., except the East 167.5 feet thereof; except a tract commencing at a point on the North line of the Northeast Quarter of said Section 28, 382.5 feet East of the Northwest Corner thereof; thence South 175 feet along a line parallel with the West line of said Northeast Quarter, Section 28; thence East 110 feet; thence North 175 feet to the North line of said Northeast Quarter, Section 28; thence West 110 feet to the place of beginning; and except also that portion of said premises taken, used or dedicated for roads or highway purposes.

DATED this 5th day of August 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-895 West Grove Road

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-895 West Grove Road	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 895 West Grove Road, and more specifically described as follow:

The West 94.5 feet of the North 264.29 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of Section Thirty-Four (34), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M. Situated in Macon County, Illinois; and

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

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

Section 1. That the City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on September 3, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.

Section 2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on September 3, 2019, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 0.52 acres and being more commonly known as 895 West Grove Road, Parcel Index Number 17-12-34-100-004, is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

The West 94.5 feet of the North 264.29 feet of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section Thirty-Four (34), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M. Situated in Macon County, Illinois.

DATED this 5th day of August 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Ordinance Amending the Current PD Planned Development District and Rezoning Properties From B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District, Community Care Campus

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 19-47

August 5, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Scott Dedert, Senior Planner

SUBJECT: Ordinance Amending the Current PD Planned Development District and Rezoning Properties From B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District Bounded In General by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-Of-Way Between North Water Street and North Warren Street, North Water Street, North Franklin Street, East Wabash Avenue, and North Martin Luther King Jr. Drive

SUMMARY RECOMMENDATION: This item was approved by the City Council on June 17, 2019. Now it is requested that a minor legal description technicality be corrected. All other parts of the PD District remain unchanged. For this reason, the revision is on the consent agenda. Staff recommends approval of the proposed rezoning and the amended PD Planned Development District petition for the overall site with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 225,000 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.

5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released

The City Plan Commission voted 5-0 to recommend approval of this petition at the July 25, 2019 special meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND

The southeastern 22.7-acre portion of the overall 27.41 acre subject site was originally approved in September of 2018 for Community Care Campus (CCC) in the PD Planned Development District. An amendment of the original PD Planned Development District was recently approved in March 2019 to allow four (4) more accessory apartment buildings for the patients. The current CCC contains an existing community medical facility with a parking lot and a community garden (operated by Crossing Healthcare); a community service center (Northeast Community Fund), an accessory dormitory building, an inpatient care facility, an outpatient facility, all under construction; several vacant parcels approved for accessory apartment buildings and an early childhood development center (Baby Talk).

The purpose was to accommodate a larger shared building to house both Baby Talk and Decatur Macon County Opportunities Coalition (DMCOC). Most recently, a petition for rezoning and PD amendment, identical to the current petition, was recommended for approval by the Plan Commission and subsequently approved by the City Council on June 17, 2019, at that time. However, the approved ordinance could not be recorded due to a technicality in the legal description at the time of City Council approval. Although the related land subdivision was later recorded by the petitioner's consultant on July 2nd, the rezoning and PD amendment petition has

to be taken through the public hearing and decision making process with Plan Commission and City Council again.

For further details, please refer to the attached Plan Commission staff report.

The table below provides an overview of the existing and proposed buildings included in this proposed campus:

Comparison Chart - Previous Proposal VS. Current Proposal							
	Buildings	Location on site	Status	Use	Previous Proposal- Size (sq. ft.)	Current Proposal- Size (sq. ft.)	Notes
1	Crossing Healthcare	West-Central	Existing	Medical offices	29,143	29,143	Community Garden
1a	Crossing Healthcare (Storage)	West-Central	Existing	Storage	N/A	4,000	Was a garage
2	Inpatient Care Facility	Southeast	Under Construction	Detox and Residential Rehab	31,564	31,564	48 Bedrooms
3	Outpatient Facility	Central	Under Construction	Medical offices	15,906	15,906	Theater room, gym, sports court & playground
4	Dormitory	South-Central	Under Construction	Short-term Residences	17,742	17,742	32 Bedrooms/64 Beds
5a	DMCOC and Baby Talk (Combined Building)	North	Currently Proposed	Social Services	N/A	89,667	Baby Talk/DMCOC/ 2 stories
5b	Baby Talk	North	Previously Proposed	Early childhood development center	18,193	N/A	Replaced by 5a
6a	TBD	Northeast	TBD	TBD	TBD	N/A	Proposal replaced by 6b
6b	Accessory Apartments	Northeast	Proposed	Four (4) Long-term care apartments	N/A	5,658	8 2-Bedrooms & 2 1-Bedrooms/ 18 Beds
						4,164	10 1- Bedrooms/ 10 Beds
						5,658	8 2-Bedrooms & 2 1-Bedrooms/ 18 Beds
						4,164	10 1- Bedrooms/ 10 Beds
7	Northeast Community Fund	East-Central	Under Construction	Community Service Center	20,177	16,800	
	Total				132,725	224,466	

POTENTIAL OBJECTION: None.

INPUT FROM OTHER SOURCES: The petition has been reviewed and approved by the City's Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Scott Dedert at 424-2786 or sdedert@decaturil.gov, or Raymond Lai at 424-2727 or rlai@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CURRENT PD PLANNED DEVELOPMENT DISTRICT AND REZONING PROPERTIES FROM B-2 COMMERCIAL DISTRICT AND R-6 MULTIPLE DWELLING DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT BOUNDED IN GENERAL BY EAST CONDOT STREET, NORTH WARREN STREET, EAST MARIETTA STREET, A NORTH/SOUTH ALLEY RIGHT-OF-WAY BETWEEN NORTH WATER STREET AND NORTH WARREN STREET, NORTH WATER STREET, NORTH FRANKLIN STREET, EAST WABASH AVENUE, AND NORTH MARTIN LUTHER KING JR. DRIVE
- COMMUNITY CARE CAMPUS -**

WHEREAS, on the 25th day of July 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Community Care Campus to amend the PD Planned Development District and rezone the premises legally described as:

A RESURVEY OF A PART OF BLOCK 2 OF J. K. WARREN & CO. 4TH ADDITION AS PER PLAT RECORDED IN BOOK 93 ON PAGE 11 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BLOCK 1 OF J. K. WARREN & CO. 5TH ADDITION AS PER PLAT RECORDED IN BOOK 97 ON PAGE 426 IN SAID RECORDER'S OFFICE, BLOCK 6 & 7 OF HIGGIN'S ADDITION AS PER PLAT RECORDED IN BOOK 97 ON PAGE 115 IN SAID RECORDER'S OFFICE AND LOT 4 OF COMMUNITY CARE ADDITION AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 319 IN SAID RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3 AND 4 OF COMMUNITY CARE SECOND ADDITION

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 6 OF SAID HIGGIN'S ADDITION, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF WARREN STREET; THENCE SOUTH 0 DEGREES 56 MINUTES 37 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 500.46 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4 OF COMMUNITY CARE ADDITION; THENCE NORTH 88 DEGREES 25 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE OF LOT 4 FOR 529.69 FEET TO THE NORTHWEST CORNER OF LOT 65 OF WABASH CROSSING 2ND ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 908 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 67.74 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 89 DEGREES 33 MINUTES 36 SECONDS WEST FOR 20.43 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 103.16 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, NORTH 88 DEGREES 48 MINUTES 05 SECONDS EAST FOR 6.92 FEET; THENCE ALONG THE WEST LINE OF LOTS 65 & 66 OF SAID WABASH CROSSING 2ND ADDITION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 22.65 FEET, A CHORD DISTANCE OF 21.46 FEET AND A CHORD BEARING OF SOUTH 58 DEGREES 45 MINUTES 32 SECOND EAST; THENCE ALONG THE WEST LINE OF SAID LOT 66 SOUTH 0 DEGREES 28 MINUTES 38 SECONDS EAST FOR 116.28 FEET; THENCE ALONG THE WEST LINE OF SAID LOT 66 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 16.92 FEET, A CHORD DISTANCE OF 16.59 FEET AND A CHORD BEARING OF SOUTH 20 DEGREES 40 MINUTES 00 SECOND WEST TO THE SOUTHWEST CORNER OF SAID LOT 66; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 963.84 FEET, AN ARC DISTANCE OF 19.46 FEET, A CHORD DISTANCE OF 19.46 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 37 MINUTES 25 SECOND WEST; THENCE SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 14.31 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID LOT 4 OF COMMUNITY CARE ADDITION; THENCE SOUTH 88 DEGREES 31 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 448.21 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 60.00 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 588.18 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH WATER STREET; THENCE NORTH 8 DEGREES 28 MINUTES 39 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.24 FEET; THENCE NORTH 6 DEGREES 58 MINUTES 32 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.12 FEET; THENCE NORTH 5 DEGREES 28 MINUTES 47 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.04 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 51 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 39.97 FEET; THENCE

NORTH 2 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 39.94 FEET; THENCE NORTH 0 DEGREES 58 MINUTES 53 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 39.93 FEET; THENCE NORTH 0 DEGREES 04 MINUTES 40 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 71.39 FEET; THENCE NORTH 44 DEGREES 08 MINUTES 36 SECONDS EAST FOR 14.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST MARIETTA STREET; THENCE NORTH 88 DEGREES 21 MINUTES 51 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 154.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 OF COMMUNITY CARE ADDITION; THENCE NORTH 0 DEGREES 55 MINUTES 28 SECONDS WEST FOR 60.01 FEET TO THE SOUTHWEST CORNER OF LOT 11 IN SAID BLOCK 7 OF HIGGIN'S ADDITION; THENCE NORTH 88 DEGREES 21 MINUTES 51 SECONDS EAST FOR 120.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN SAID BLOCK 7 OF HIGGIN'S ADDITION; THENCE NORTH 0 DEGREES 56 MINUTES 48 SECONDS WEST FOR 120.51 FEET TO THE NORTHEAST CORNER OF LOT 9 IN SAID BLOCK 7 OF HIGGIN'S ADDITION; THENCE NORTH 0 DEGREES 55 MINUTES 41 SECONDS WEST FOR 60.01 FEET TO THE SOUTHEAST CORNER OF LOT 22 IN SAID BLOCK 6 OF HIGGIN'S ADDITION; THENCE SOUTH 88 DEGREES 21 MINUTES 51 SECONDS WEST FOR 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 20 IN SAID BLOCK 6 OF HIGGIN'S ADDITION; THENCE NORTH 0 DEGREES 56 MINUTES 48 SECONDS WEST FOR 321.50 FEET TO THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 6 OF HIGGIN'S ADDITION; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST FOR 440.00 FEET TO THE PLACE OF BEGINNING.

LOT 5 OF COMMUNITY CARE FIRST ADDITION

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID COMMUNITY CARE ADDITION; THENCE SOUTH 0 DEGREES 40 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 243.99 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST FOR 45.18 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE NORTH 21 DEGREES 39 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 85.29 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 21 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 85.28 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.01 FEET; THENCE NORTH 28 DEGREES 34 MINUTES 13 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 49.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF KING STREET; THENCE NORTH 88 DEGREES 37 MINUTES 25 SECONDS EAST FOR 129.03 FEET TO THE PLACE OF BEGINNING.

LOT 1 OF COMMUNITY CARE FIRST ADDITION

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION; THENCE SOUTH 0 DEGREES 43 MINUTES 51 SECONDS EAST FOR 324.61 FEET TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 2 OF SAID ADDITION; THENCE SOUTH 88 DEGREES 41 MINUTES 05 SECONDS WEST FOR 430.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 22 DEGREES 33 MINUTES 23 SECONDS WEST FOR 26.82 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST FOR 8.00 FEET TO THE CENTER OF A 16 FOOT ALLEY LYING WEST OF LOTS 20 AND 11 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION ; THENCE ALONG THE CENTERLINE OF SAID ALLEY NORTH 0 DEGREES 40 MINUTES 00 SECONDS EAST FOR 299.15 FEET TO THE SOUTH LINE OF KING STREET; THENCE NORTH 88 DEGREES 37 MINUTES 30 SECONDS EAST FOR 447.64 FEET TO THE POINT OF BEGINNING.

LOTS 2 & 3 OF COMMUNITY CARE FIRST ADDITION

BEGINNING AT THE NORTHWEST CORNER OF LOT 15 IN BLOCK 2 OF SAID DURFEE WARREN & CO. 2ND ADDITION; THENCE NORTH 88 DEGREES 31 MINUTES 56 SECONDS EAST FOR 601.74 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST COMMUNITY FUND ADDITION; THENCE SOUTH 0 DEGREES 43 MINUTES 51 SECONDS EAST FOR 324.45 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST COMMUNITY FUND ADDITION; THENCE SOUTH 0 DEGREES 52 MINUTES 55 SECONDS EAST FOR 60.03 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE SOUTH 0 DEGREES 28 MINUTES 15 SECONDS EAST FOR 301.04 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 OF SAID WAIT & CO'S ADDITION; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST FOR 300.89 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID SELLERS RESURVEY; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN SAID ADDITION NORTH 0 DEGREES 42 MINUTES 14 SECONDS WEST FOR 146.77 FEET EXTENDED TO THE CENTERLINE OF A 16 FOOT ALLEY LYING SOUTH OF BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST FOR 704.70 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 26 DEGREES 18 MINUTES 20

SECONDS WEST FOR 8.79 FEET TO A POINT ON THE NORTH LINE OF SAID ALLEY; THENCE ALONG SAID NORTH FRANKLIN STREET RIGHT OF WAY LINE NORTH 25 DEGREES 51 MINUTES 43 SECONDS WEST FOR 123.82 FEET TO A POINT ON THE WEST LINE OF LOT 26 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 0 DEGREES 40 MINUTES 53 SECONDS WEST FOR 40.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE NORTH 88 DEGREES 41 MINUTES 05 SECONDS EAST FOR 401.09 FEET TO THE NORTHWEST CORNER OF LOT 16 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 88 DEGREES 36 MINUTES 09 SECONDS EAST FOR 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE NORTH 0 DEGREES 43 MINUTES 51 SECONDS WEST FOR 384.34 FEET TO THE PLACE OF BEGINNING.

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 upon the conditions set forth below, the aforesaid Planned Development be, and the same is hereby, modified and amended, and petitioner be, and it is hereby, authorized and permitted to develop the premises described above in accordance with the site plan hereto attached, marked Exhibit A and hereby made a part hereof.

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 225,000 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-

- story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.
5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
 6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
 7. All lights facing residential uses shall be shielded.
 8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
 9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
 10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
 11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
 12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

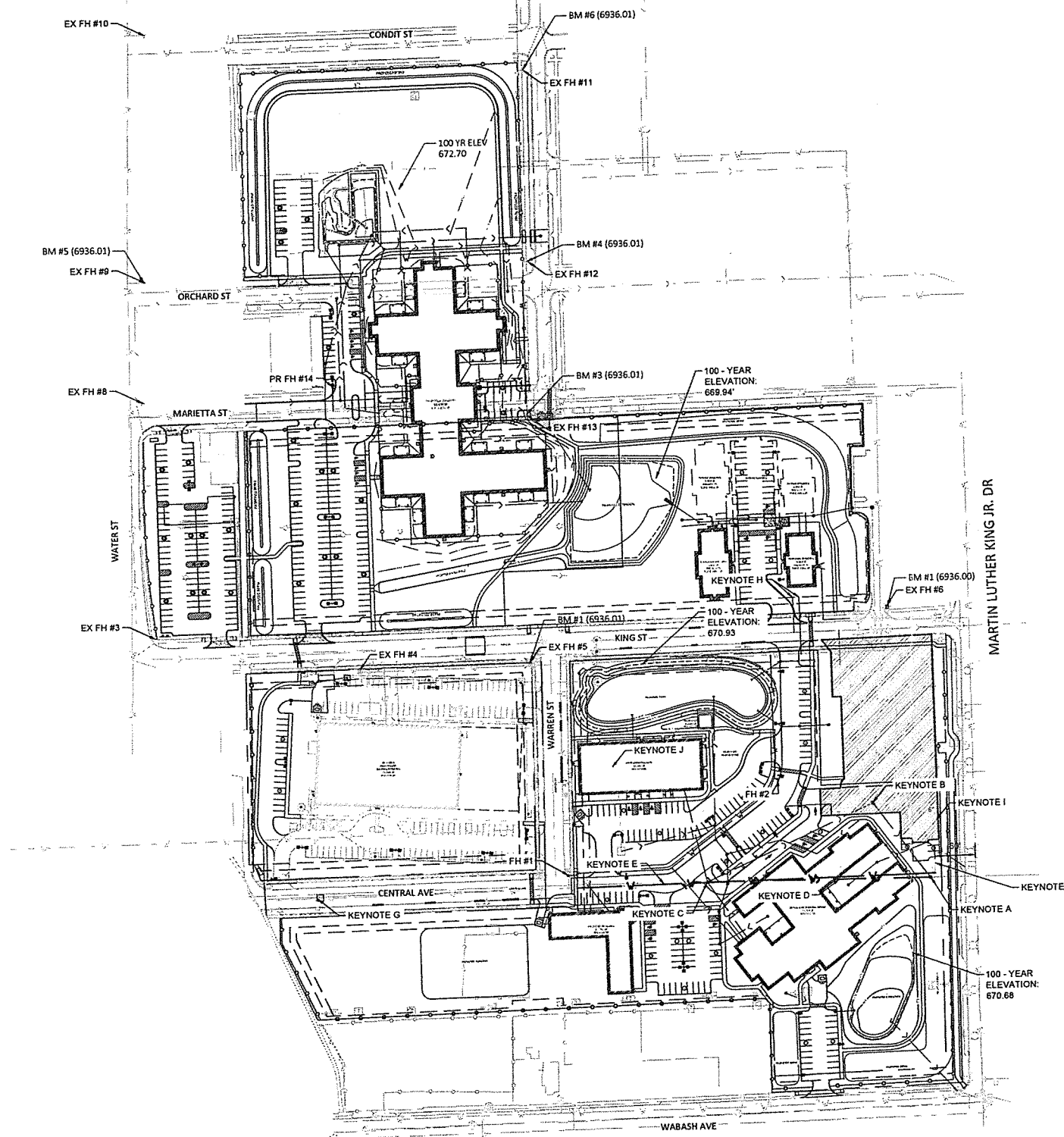
Section 3. That except as modified by the provisions hereof, the heretofore ordained Planned Development, and the provisions of ordinances relating thereto as heretofore amended and modified remain in full force and effect and the same remain subject to all the conditions, limitations and restrictions set out in the ordinance aforesaid and the respective modifications and amendments thereto.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of August 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



KEY NOTES

- A. CONTRACTOR SHALL CONSTRUCT MANHOLE ON EXISTING 18" SANITARY SEWER. VERIFY INVERT AND ADJUST AS NEEDED. LEAVE FLOW THROUGH EXISTING SEWER UNTIL IEPA PERMIT IS OBTAINED. KEEP NEW SEWER PLUGGED UNTIL SAID PERMIT OBTAINED.
- B. MANHOLE INVERT SHALL BE DETERMINED AFTER CONSTRUCTION OF MANHOLE A.
- C. CONSTRUCT MANHOLE TO ALLOW FLOW THROUGH EXISTING SEWER UNTIL IEPA PERMIT IS OBTAINED. PLUG NEW SEWER UNTIL SAID PERMIT IS OBTAINED.
- D. CONTRACTOR SHALL ABANDON 18" SEWER IN PLACE, PLUG DOWNSTREAM END AND FILL WITH FLOWABLE FILL AFTER IEPA PERMIT IS OBTAINED.
- E. REMOVE EXISTING WATERMAIN AS REQUIRED TO FACILITATE CONSTRUCTION.
- F. CONTRACTOR SHALL PLUG THE EXISTING 6" WATERMAIN AT AN EXISTING 8" X 6" TEE. 6" REDUCER AND 8" X 6" TEE TO REMAIN. REMOVE THE 6" WATERMAIN SOUTH OF THE TEE, 15 LF. COORDINATE UTILITY INFORMATION WITH THE CITY OF DECATUR. CAP WATERMAIN WITH MECHANICAL JOINT CAPS OR CLSM.
- G. REMOVE EXISTING VALVE AND RETURN VALVE AND BOX TO THE CITY OF DECATUR. CAP WATERMAIN WITH MECHANICAL JOINT CAPS OR CLSM. PATCH PAVEMENT AS NEEDED.
- H. CONTRACTOR SHALL PLUG AND MARK ENDS OF EACH UTILITY SERVICE AT THIS LOCATION ONLY.
- I. RELOCATED SANITARY SEWER TO BE OWNED BY THE CITY OF DECATUR, CONTACT CITY ENGINEER PRIOR TO BEGINNING WORK.
- J. CONTRACTOR SHALL ABANDON 12" STORM SEWER IN PLACE, PLUG ENDS, AND FILL WITH FLOWABLE FILL.

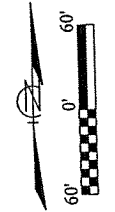
NOTES

- 1. SEE SHEETS C102, C202 AND C302 FOR MORE SPECIFIC INFORMATION FOR SANITARY SEWER RELOCATION AT INPATIENT BUILDING.
- 2. SEE SHEETS CS08-CS13 FOR MORE SPECIFIC INFORMATION FOR UTILITY RELOCATIONS AT BABYTALK/DMCOC BUILDING.

FIRE HYDRANTS - DISTANT TO BUILDINGS				
FH #	INPATIENT	DORMITORY	OUTPATIENT	BABYTALK/DMCOC
FH #1	260'	10'	180'	N/A
FH #2	119'	305'	114'	N/A
EX FH #3	N/A	N/A	N/A	406'
EX FH #4	N/A	472'	334'	228'
EX FH #5	492'	398'	146'	224
EX FH #6	424'	N/A	357'	N/A
EX FH #7**	183'	N/A	N/A	N/A
EX FH #8	N/A	N/A	N/A	372'
EX FH #9	N/A	N/A	N/A	356'
EX FH #10	N/A	N/A	N/A	560'
EX FH #11	N/A	N/A	N/A	324'
EX FH #12	N/A	N/A	N/A	86'
EX FH #13	N/A	N/A	N/A	77'
EX FH #14	N/A	N/A	N/A	82'

**EX FH #7 LOCATED ON THE SOUTHEAST CORNER OF MLK JR DR AND SANGAMON ST (NOT SHOWN)

EXHIBIT A



REVISIONS

NO.	DATE	REVISIONS
1	05/17/2019	AS BUILT
2	05/17/2019	AMENDED PD

Romano
contractor / developer
100 S. WATER ST. SUITE 601 DECATUR, IL 62522
217-424-2428
Built in Reputable
www.romanocontractors.com

PROJECT NO.	6936	START DATE	JUNE 2018
FIELD BOOK NO.	6936	DRAWN BY	JNO/GHCR
DECATUR	(417) 422-8544	CHECKED BY	MLC
SCHAUMBURG	(773) 714-0050	DATE	05/17/2019
ROCKFORD	(815) 489-0050	SCALE	AS SHOWN
FILE LOCATION	184-001397	FILE NAME	6936

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

STATE OF ILLINOIS

MARY E. CAVE
062-060331
PROFESSIONAL ENGINEER

EXP. 11/30/19

OVERALL UTILITY PLAN
COMMUNITY CARE CAMPUS
WARREN & KING ST.
DECATUR, IL

sheet no.
C008
project no.
6936



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	Crossing Healthcare				
Address	320 E. Central Ave.				
City	Decatur	State	IL	Zip	62521 tandricks@
Telephone	217-877-9117	Fax		E-mail	crossinghealthcare.org
Property Owner	Various - See attached "PROPERTY OWNERS".				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Chastain & Associates LLC - Mary Cave				
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521 mcave@
Telephone	217-422-8544	Fax	217-422-0398	E-mail	chastainengineers.com

SECTION TWO: SITE INFORMATION

Street Address	Area bounded by Condit, Water, Wabash & MLK					
Legal Description	See attached "SECTION TWO: SITE INFORMATION".					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☒ R-6	Is this property a Planned Unit Development?
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	☒ YES Approval Date: 3/4/19
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	27.43	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

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

Section Three Continued

Purpose	<i>Please state the purpose of the proposed rezoning.</i>
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To add an 80,000 sf multi-user building to the Community Care social service campus. The building will house the Babytalk and DMCOOC organizations. The campus serves the Decatur community, especially the underserved population with respect to medical care, education, substance abuse treatment, and other social services.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

The currently approved Planned Development includes approximately an 83,000 sf building for the Babytalk organization. During the time of the Community Care Campus development, the Decatur Macon County Opportunities Coalition (DMCOOC) was also seeking to expand their current building to improve their Early Head Start program and to add senior citizens services at the same location. These two organizations found they have similar needs and were going to be located adjacent to each other. These organizations are seeking efficiencies by combining both of their organizations under one roof. The PD amendment revises the building at the northwest corner of the existing Planned Development and also adds additional property within the Planned Development, extending the limits to Condit Street.

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.		
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Petitioner's Signature	<i>Mary Carol for T. Andrich</i>	Date	<i>5/2/19</i>
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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.

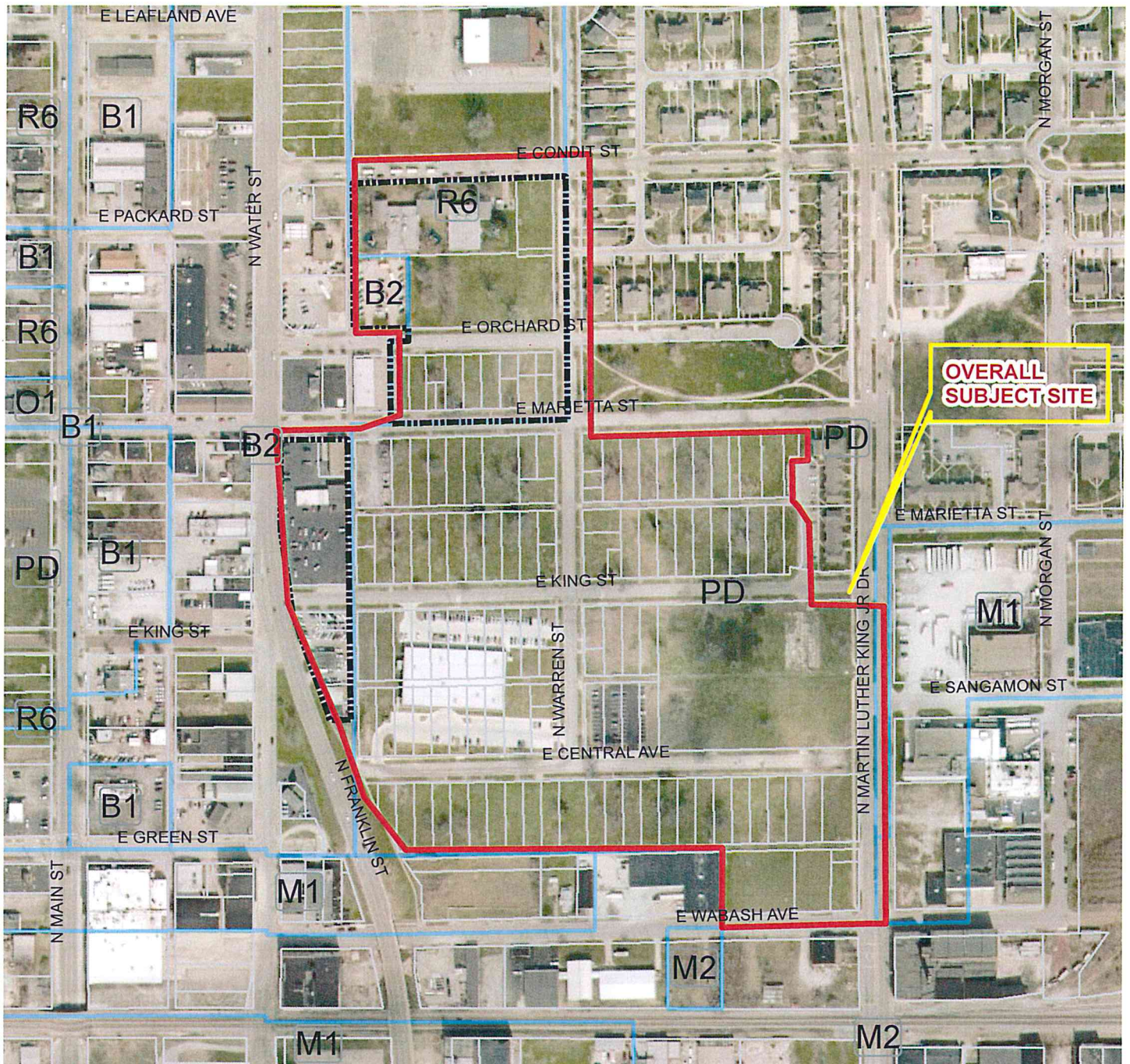
OFFICE USE ONLY

Date Filed

By

Decatur Plan Commission

Crossing Healthcare



Date: July 25, 2019

Petition of: Crossing Healthcare

0 125 250 500 750 Feet



Legend

- Overall Subject Site
- Proposed Rezoning
- Zoning
- Parcels

Excerpts from Plan Commission Meeting of July 25, 2019:

Case No. 19-35 Petition of CROSSING HEALTHCARE, to amend the current PD Planned Development District, and to rezone properties from B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District bounded in general by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-Of-Way between North Water Street and North Warren Street, and North Water Street to allow expansion to the previously approved Community Care Campus by incorporating additional social service facility with accessory parking areas and orchards. The current PD Planned Development District is generally bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive.

It was moved and seconded (Frantz/Clevenger) to forward Case No. 19-35 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert stated the Plan Commission is hearing this case again as there was a technicality on the legal description when it was brought before the Commission in June.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 225,000 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.
5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.

Excerpts from Plan Commission Meeting of July 25, 2019 continued:

7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mrs. Mary Cave, representative for the petitioner, was sworn in by Mrs. Poland.

Mrs. Cave said she spoke about this item quite a bit when it came before the Plan Commission. She would be happy to answer any questions the Commission members have.

Mr. Ray Lai, Director of Economic and Community Development, stated the dumpster enclosure on the site plan is within the right-of-way. Mr. Lai said they cannot be located in the right-of-way.

Mrs. Cave stated they have worked through this and they will be moved.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Jason Drake, Bruce Frantz, Rick Johnson and Chairman Susie Peck voted aye. Chairman Peck declared the motion carried.

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Zoning Board of Appeals	Backup Material
Plan Commission	Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Thursday, June 13, 2019, 4:00 P.M.
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The June 13, 2019 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Julie Lamb who determined a quorum was present.

Chairman Lamb introduced and welcomed Jeff Taylor as the newest member to the Zoning Board of Appeals.

Members Present: Kim Aukamp, Robert Brice, Chris Brodnicki,
Leslie Risby, Jeff Taylor, Julie Lamb

Members Absent: Zane Peterson

Staff Present: Ray Lai, David Greenwell, Joselyn Stewart,
Amy Waks, Scott Dedert, Janet Poland

II. Approval of Minutes: March 14, 2019

It was moved and seconded (Aukamp/Brice) to approve the minutes of the March 14, 2019 meeting of the Zoning Board of Appeals. Motion carried unanimously.

Ms. Leslie Risby entered the meeting at 4:03 P.M.

III. New Business

Case No. 19-04 Petition of MAIN PLACE PROPERTIES, LLC, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512, as amended, Section XXIV.D.2a. and Section XXIV.D.3.b.ii) to reduce the minimum front yard parking setback from five (5) feet to zero (0) feet along EAST MAIN STREET and SOUTH WATER STREET, and to reduce the minimum parking aisle width required of the one-way, 60-degree angled parking spaces from eighteen (18) feet to sixteen (16) feet for the redesign and reconstruction of an existing parking lot at 111/135 EAST MAIN STREET. Said premise is zoned B-4 Central Business District

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval, based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request). Staff recommends approval of the reduction of the front yard parking setback from five (5) feet to zero (0) feet, and the reduction of the minimum parking aisle width

required of the one-way, 60-degree angled parking spaces from eighteen (18) feet to sixteen (16) feet subject to the following conditions:

1. Construct a continuous curb of minimum six (6) inch in width and height along the eastern property line and install parking blocks.
2. Install a rod-iron fence at minimum two and half (2.5) feet in height along the north and east property lines with openings for pedestrians.

Mr. Jonas Ozier, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Ozier stated the owner is wanting to maximize the amount of parking in the parking lot. There are currently forty-three (43) spaces. More parking spaces for downtown are needed. With the reduction of the setbacks there will be a total of sixty-seven (67) parking spaces.

Ms. Kim Aukamp asked if the parking was currently limited as to who can park there.

Mr. Tim Raycraft, petitioner, was sworn in by Mrs. Poland.

Mr. Raycraft stated half of the forty-three (43) current spaces are used for employee parking and the other half for clients. Mrs. Aukamp asked how many of the additional spaces will be for customer parking. Mr. Raycraft said part of the additional parking is to encourage businesses downtown and to allow their staff parking. He is not sure how many spaces would be used for customers.

There were no objectors present.

It was moved and seconded (Risby/Brice) to approve Case. No. 19-04 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Robert Brice, Chris Brodnicki, Leslie Risby, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Brodnicki/Aukamp) to adjourn the meeting. Motion carried unanimously. Chairman Lamb declared the meeting adjourned at 4:12 P.M.

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

Thursday, July 11, 2019
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 11, 2019 meeting of the Decatur City Plan Commission was called to order at 2:30 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Susie Peck who determined a quorum was present.

Members Present: Tom Brinkoetter, Bill Clevenger, Jason Drake,
Bruce Frantz, Terry Howley, Rick Johnson, Susie Peck

Members Absent: Mike Peoples, Kent Newton

Staff Present: Scott Dedert, Ray Lai, John Robinson,
Joselyn Stewart, Griffin Enyart, Janet Poland

II. Approval of Minutes of the June 6, 2019 City Plan Commission Meeting

It was moved and seconded (Brinkoetter/Howley) to approve the minutes of the June 6, 2019 meeting of the Decatur City Plan Commission. Motion carried unanimously.

Mr. Bill Clevenger entered the meeting at 3:25 P.M.

III. New Business

A.

Case No. 19-27 Petition of FANNIE COLE for a Conditional Use Permit in the R-3 Single-Family Residence District to allow for a Day Care Home, Large in an existing residence located at 642 SOUTH OAKLAND AVENUE, proposed to be consolidated with 1090 WEST TUTTLE STREET. The properties are zoned R-3 Single-Family Residence District

It was moved and seconded (Frantz/Johnson) to forward Case No. 19-27 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. A maximum of sixteen (16) children per shift are allowed.
2. The hours of operation are Monday through Friday 6:00 a.m. to 12:00 a.m.
3. A maximum of three (3) employees are allowed.

4. A minimum of three (3) off-street parking spaces are required, in addition to the two (2) in the proposed garage.
5. A new six (6) feet in height is required within the rear yard after the garage and breezeways are constructed, as approved by the Economic and Community Development Department.
6. A final plat is required to be submitted and recorded to combine the two lots within the subject site.
7. Approval of a site plan is required before building permits are to be submitted.
8. Architectural plans need to be approved before construction takes place.
9. Five (5) shrubs of no more three (3) feet in height are required as approved by the Economic and Community Development Department.

Mr. Darrell Reynolds, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Reynolds stated that the residences will be combined by building a garage in the middle and having a breezeway from each house. Mr. Reynolds said Ms. Cole purchased the house since her residence is behind this property and she runs a daycare center. She has cared for young children for over thirty (30) years and wants to keep them safe.

Mr. Rick Johnson asked if the homes would aesthetically look the same. Mr. Reynolds said he is putting new siding on that will match.

Mr. Bruce Frantz asked if the children would be traveling back and forth between the structures. Mr. Reynolds stated the daycare will be moved into the home he is remodeling. One home will be her residence and the other the daycare center.

Ms. Edna Palmer was sworn in by Mrs. Poland.

Ms. Edna Palmer said she has known Ms. Cole for quite a few years and she is a wonderful care giver and she admires her for the service she gives to families. She would like to see her request approved.

There were no objectors present.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 19-28 Petition of KAMAL H. SHAUBAYIB to rezone the property located at 3200 NORTH DELTA AVENUE from M-1 Intense Commercial – Light Industrial District to PMR-1 Park Mobile Home Residence District. Said premise is zoned M-1 Intense Commercial – Light Industrial District.

It was moved and seconded (Brinkoetter/Clevenger) to forward Case No. 19-28 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Ms. Valerie Wallace, representative for the petitioner, was sworn in by Mrs. Poland.

Ms. Wallace stated they have a double-wide trailer that they want to move in the area and it is not zoned correctly. They are unable to utilize the area with the current zoning.

There were no objectors present.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 19-29 Petition of DECATUR MHP, LLC to rezone the property located at 2397 NORTH ILLINOIS STREET from M-1 Intense Commercial – Light Industrial District to PMR-1 Park Mobile Home Residence District. Said premise is zoned M-1 Intense Commercial – Light Industrial District.

It was moved and seconded (Howley/Johnson) to forward Case No. 19-29 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Ms. Regina McCalip, representative for the petitioner, was sworn in by Mrs. Poland.

Ms. McCalip stated they would like to build a playground and splash-pad behind their office to make their community a safe place for children to play.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

B. Election of Officers

- 1. Chairperson**
- 2. Vice-Chairperson**
- 3. Secretary**
- 4. Alternate Secretary**

Mr. Ray Lai, Director of Economic and Community Development, chaired the election portion of the meeting agenda per the Plan Commission bylaws.

Mr. Bruce Frantz stated the following members were nominated by the Nominating Committee to hold the following offices:

Chairman – Susie Peck
Vice-Chairman – Kent Newton
Secretary – Bruce Frantz
Alternate Secretary – vacant unless someone would like to declare for this office

It was moved and seconded (Clevenger/Howley) to accept the nominations from the Nominating Committee.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

It was moved and seconded (Peck/Clevenger) to nominate Mr. Tom Brinkoetter as the Alternate Secretary.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson and Acting Chairman Susie Peck voted aye. Chairman Peck declared the motion carried.

Mr. Ray Lai thanked everyone for accepting the offices they were nominated for and also to everyone for their past service on the Plan Commission.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Mr. Lai informed the Commission that Schimberg Company has withdrawn their petition.

VI. Adjournment

There being no further business, it was moved and seconded (Clevenger/) to adjourn the meeting. Motion carried unanimously. Chairman Peck declared the meeting adjourned at 4:02 P.M.



Bruce Frantz, Secretary, Decatur City Plan Commission